

**CAST AGREEMENT
(FILM TITLE)**

THIS IS AN AGREEMENT BETWEEN:

(Production Company / Producer Name)

ADDRESS:

TELEPHONE:

EMAIL:

(‘the Producer’)

AND

(Artist Name)

ADDRESS:

TELEPHONE:

EMERGENCY CONTACT:

EMERGENCY NUMBER:

ROLE:

NAME for CREDITS (if different to above):

(“Cast Member”)

BACKGROUND

- A. The Producer intends to make a feature film, provisionally entitled ' _____ ' **(Film)**.
- B. The Producer wishes to obtain, and the Cast Member wishes to provide, the services described in Annexure A (Services), on the terms set out in this agreement.

DEFINITIONS

‘Services’, ‘Engagement Period’, ‘Fee/Wages’ and ‘Credit’ have the meanings given to them in Annexure A.

THE PARTIES AGREE AS FOLLOWS:

1. Services

- 1.1 The Producer engages the Cast Member, and the Cast Member agrees to provide the services set out in Annexure A, for the period specified in Annexure A (**Engagement Period**), on the terms of this agreement.
- 1.2 The Cast Member:
 - (a) will provide the Services exclusively on and from the commencement of the principal photography periods until the completion of principal photography periods, but otherwise will provide the Services non-exclusively;
 - (b) will provide the Services skilfully and diligently, to a high artistic and technical standard and according to any specifications provided by the Producer.
 - (c) If **Pick-Ups** or **Automatic Dialogue Replacement** are required upon completion of Principal Photography, the Producer and Cast Member shall negotiate a schedule for any extra day(s). Payment will be made at the rate specified in Annexure B.

2. Fees

- 2.1 The Producer agrees to pay Cast Member and Cast Member agrees to accept as full compensation for all services and all rights granted hereunder, the sum of _____ per day.
- 2.2 The Producer must give the cast member an **IMDB Credit** for the aforementioned role within **30 calendar days** of the film's completion.
- 2.3 The Producer must provide the Cast Member with a **viewable HD link** of the film within **90 calendar days** of the film's official premiere, provided the Cast Member first signs a non-disclosure agreement.

3. Method of Payment

The Cast Member shall invoice the Producer at the end of the Principal Photography period with nominated bank account details included. Upon receipt of invoice, Producer shall pay the Cast Member within 14 days.

4. Relationship of the Parties

Both parties acknowledge that the Cast Member is not an employee of the Producer,

and that the Producer is not responsible for complying with any obligations that would arise if the relationship were one of employer and employee. Further, nothing in this agreement gives rise to or may be construed as giving rise to a partnership between the Producer and the Cast Member.

5. Copyright Ownership and Use

The Producer is sole, exclusive and perpetual owner for use in any and all media, whether now known or subsequently devised of all rights, title and interest in and to the results and proceeds of the Cast Member's engagement and services, which for all purposes (including the copyright laws) shall be deemed a work-made-for-hire for the Producer (with the Producer being deemed the sole author of all such results and proceeds), as well as, the Cast Member's voice and likeness). The Producer shall have the right to use, refrain from using, change, modify, add to, subtract from the Services. The Cast Member consents to the proceeds of his/her services being used in the production.

The Cast Member's irrevocably grants the Producer, its successors and assigns, the rights to photograph and make films and sound recordings of the Cast Member's physical likeness and voice for 'behind-the-scenes' film and tapes without further compensation beyond the fees set-out in Annexure A. The Cast Member shall not engage in activities that might result in a conflict of interest.

The payment set out in this Agreement cover all services and rights of the Cast Member for the production.

The Cast Member releases the Producer, its employees, individuals assisting with the production, agents, assigns, and/or third parties associated with filming locations from all liability, from any and all claims, demands and proceedings (of any nature) arising out of Film and any use of the his/her performance (if any) and the Film unless caused by deliberate acts of misconduct or negligence by the Producer.

6. Moral Rights

The Cast Member consents to the Producer doing any act or omission (whether before or after this consent) in relation to all or any of the **CAST INTERESTS** which would, but for this consent, be an infringement of the Cast Member's moral rights in or in relation to all or any of them, including, without limitation:

- (a) to edit the Film to meet television time slots;
- (b) to incorporate advertisements into the Film to be broadcast on television or transmitted on a diffusion service;
- (c) to meet the legal requirements of broadcasting authorities;
- (d) to ensure that the Film meets any legal requirements or classification requirements or to avoid a breach of law;
- (e) to make foreign language versions by way of dubbing or subtitling the Film;
- (f) to make inflight or on-board versions of the Film;

- (g) to use excerpts of the Film for the purpose of promotion of the Film including by way of teasers or advertisements; and
- (h) to make non-interactive, on-line versions of the Film.

7. Credits, Billing, and Use of Name and Likeness

7.1 The Cast Member authorises the Producer to use the Cast Member's name, likeness, voice and biography to obtain funding for the Film and, if the Producer produces the Film, to produce, publicise and exploit the Film and any ancillary products, including in press kits, any "making of" programs and any DVDs.

7.2 Except as expressly provided herein, all aspects of the Cast Member's credit shall be determined by Producer in its sole discretion. Cast Member shall not be entitled to receive any credit in paid advertising. No failure of third parties to accord the credit will be deemed a breach of this Agreement by the Producer and the Producer will (on receiving written notice in reasonable detail from the Cast Member specifying any failure to comply with the credit provisions of this Clause), use its reasonable efforts to rectify such breach.

8. Cast Member's Representations and Warranties

8.1 The Cast Member represents and warrants that:

- (a) there are no restrictions that prevent the Cast Member from performing the Services and granting the rights granted under this agreement;
- (b) nothing created, done or not done by the Cast Member in the course of providing the Services infringes the rights or interests, including without limitation the copyright, of any other person or organisation, is defamatory, or contravenes any other applicable law.

9. Expenses

9.1 With the exception of Fee set out in Annexure A, the Cast Member may only be reimbursed for an expense incurred in providing the Services if:

- (a) the expense has first been authorised in writing by the Producer; and
- (b) the Cast Member has produced evidence satisfactory to the Producer of the expenditure.

10. Termination

10.1 This agreement may be terminated immediately by the Cast Member:

- (a) if the Producer has breached this agreement and has not remedied the breach within **14** calendar days after receiving written notice of such breach from the Cast Member; and
- (b) upon such termination, Producer shall pay Cast Member the full amount

of the **wages** owing to the Cast Member under clause 2 for the Engagement Period up until the date of termination.

10.2 This agreement may be terminated immediately by the Producer:

- (a) if the Cast Member breaches the agreement and has not remedied the breach within **14 calendar days** after receiving written notice of such breach from the Producer (or 48 hours during principal photography);
- (b) if the Cast Member breaches the agreement and the breach cannot be remedied;
- (c) if the Cast Member is or becomes physically or mentally incapable of performing their obligations under this agreement, or if the Producer and the Cast Member have creative differences to such an extent that the production schedule is, or in the Producer's reasonable opinion could be, delayed; or unable to proceed.

10.3 On the expiry or termination of this agreement,

- (a) the Cast Member will deliver to the Producer all notes, manuscripts, photographs, recordings and other materials produced by the Cast Member in connection with providing the services and in which copyright is owned by the Producer under the terms of this agreement; and
- (b) the Producer remains entitled to the benefits of the Cast Member's Services and the rights granted to it by the Cast Member under this agreement.

10.4 A party may not make any claim or bring any proceeding against the other party as a result of the default or non-performance by the other party due to any natural disaster, strike, lockout or other industrial action, fire, war, act of government, political or civil disturbance.

10.5 All rights granted and assigned pursuant to this Agreement shall be irrevocable under any and all circumstances and shall not be subject to reversion, rescission or termination. The Cast Member acknowledges that in the event of a breach of this Agreement by the Producer any application to enjoin or restrain the production, distribution, exhibition, advertising or exploitation of the Production or products based thereon or any rights therein or derived there from would be excessively disruptive and unreasonably damaging to the Production and the Producer's and third party's interests therein and consequently the Cast Member agrees not to apply for or support any such relief and accepts that the recovery of damages in an action at law will provide a full and appropriate remedy for any loss or damage incurred by the Cast Member as a result of any such breach.

The expiry or termination of this agreement does not affect any claim that either party may have against the other.

11. Assignment

11.1 The Producer may assign or novate the rights or obligations granted to them by the Cast Member under this agreement.

11.2 The Cast Member must not assign, novate or subcontract any of their rights or obligations under this agreement to any other person or organisation.

12. Notices

12.1 All notices required to be given under this agreement must be written, and may

be delivered by electronic mail, hand, or sent by registered post to the address of the party set out at the top of this agreement.

12.2 Notices will be considered to have been served when received or within two business days of having been sent, whichever is the earlier.

13. Disputes

13.1 If a dispute or disagreement (**Dispute**) arises between the parties in connection with this agreement:

(i) one party must notify the other party in writing about the Dispute (**Notice of Dispute**); and

(ii) neither party may start any litigation or arbitration in relation to the Dispute until the parties have complied with this clause.

13.2 The parties should meet within 14 calendar days after receipt of the Notice of Dispute and hold good faith discussions to attempt to resolve the Dispute.

13.3 The parties must continue to perform their respective obligations under this agreement despite the existence of a Dispute.

13.4 Nothing in this Clause 13 will impact on either party's rights to terminate under Clause 10 of this agreement.

14. Confidentiality

The Cast Member agrees not to disclose any confidential information ("Confidential Information" which expression includes any and all information, photographs, locations, materials or documents whatsoever about this engagement, the affairs of Producer, the script for the Production, the Production and any members of the cast or crew of the Production) to any person without Producer's prior approval in each instance. The Cast Member agrees not to take any unauthorised photographs or copy any Confidential Information in any form for any use whatsoever. The Cast Member agrees not to give interviews or authorise any publicity relating to the Production or any other Confidential Information without Producer's prior approval. Uploading or distributing any images, including but not limited to mobile phone photographs, or information relating to the Production, crew, cast or locations onto the internet, including but not limited to social media such as Twitter, Facebook, Instagram etc, is strictly prohibited without the prior consent of the Producer.

15. General

15.1 This agreement is the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to this subject matter is replaced by this agreement and has no further effect.

15.2 The Cast Member acknowledges and agrees that damages are a sufficient remedy for any breach by the Producer of this agreement.

15.3 This agreement may only be changed in writing signed by all parties.

15.4 This agreement is governed by the law in force in Malta.

15.5 This agreement supersedes all prior representations, arrangements, understandings and agreements between the parties relating to the subject matter of this agreement and sets forth the entire and exclusive agreement and understanding between the parties relating to the subject matter of this agreement.

Signed by the Cast Member _____

Signed by the Producer _____

Signature: _____

Signature: _____

Name (PRINT): _____

Name (PRINT): _____

Date: _____

Date: _____

Annexure A

Services:	Cast in the role of _____
Engagement Period:	Principal Photography Period (List Dates) Days Required: Additional Days / Pick-Ups (if required – See Annexure B) Automatic Dialogue Replacement (if required – See Annexure B)
Fee (total)	PRINCIPAL PHOTOGRAPHY • (Fee Amount)
Credit:	_____ (or aforementioned Name for Credits) as '(character name)'

Annexure B

Further Clarification

- (d) The Cast Member acknowledges that the principal photography schedule can be unpredictable and therefore shall remain flexible in responding to the needs of the production schedule in the event of any changes.
- (e) If additional days are required Cast Member shall be paid at the daily rate set out in Annexure A.
- (f) Automatic Dialogue replacement (if required) shall be paid at _____ per hour.