

JON WHITFORD INC. CREW DEAL MEMO

Loaned out employee:

Jon Whitford
3869 Valencia Rd
Jacksonville, FL 32205

PRODUCTION COMPANY:

PRODUCTION TITLE: _____

CONTRACTED DATES: _____ POSITION: _____

FREELANCE CONTRACTOR NAME: Jon Whitford

ADDRESS: 3869 Valencia Rd. Jacksonville, FL 32205

COMPENSATION: _____ Per Day / 10 hour guarantee

TERMS AND CONDITIONS OF EMPLOYMENT

This Deal Memo shall confirm the agreement between the above-named freelance contractor ("Contractor") and ("Production Company"), in connection with the Production presently entitled " " ("Production"). For good and valuable consideration, the receipt of which is hereby acknowledged, Production Company and Contractor agree as follows:

SERVICES: Contractor shall render services hereunder from the start date, which are usual and customary of the services required of a person employed in this capacity in the film and television production industry, and shall render such services exclusively to Production Company thereafter through the completion of Contractor's services as determined by Production Company. Contractor's services in the position stated above shall be rendered to the best of Contractor's ability and as Production Company directs in its sole discretion, including, without limitation, all matters of taste and judgment.

PAYMENT: Production services fees shall be paid to Contractor within 15 days after Production Company's receipt of Contractor's invoice. Pay date may be delayed by reason of an intervening federal or state holiday.

CAR INSURANCE: Contractor shall be covered under State's Worker's Compensation policy during the period Contractor renders services pursuant hereto. Contractor is responsible for liability and collision insurance and deductibles on her/his personal vehicle used in conjunction with their employment.

PURCHASES: All purchases, rentals and other expenses incurred by Contractor must be approved in advance by Production Company's Producer or Production Manager. A purchase order or check request is needed for all rentals or non-cash purchases. All purchase orders or check requests must be approved by the Producer or Production Manager.

CANCELLATION: Contractor must be notified of employment cancellation within 24 hours of booked dates. If contractor is notified less than 24 hours than full rate for the first scheduled day will be paid.

WORK FOR HIRE: Production Company shall be the owner of all of the results and proceeds of Contractor's services, including any copyright, trademark and any other intellectual property rights in any work or property created by Contractor, or anyone under Contractor's direction. Contractor acknowledges that Contractor's work is a "work made for hire" within the scope of Contractor's work, and therefore Production Company shall be the author and copyright owner of any work created under this agreement. In the event that any of proceeds of Contractor's work are not considered a work for hire, then Contractor's copyright to such work is hereby assigned to Production Company.

AVAILABILITY: Contractor will advise Production Company of Contractor's whereabouts so that Contractor may be reached at any reasonable hour of the night or day during the term of this deal memo.

PUBLICITY: Company shall have no rights to use Contractor's name, voice, picture and likeness.

RATE STRUCTURE:

Day rate is based on a 10 hour day. Overtime is billed at an hourly rate*. Time + 1/2 for hours 11 & 12. Double time after 12 hours.

Travel Rates:

60% Day Rate for 5 hours or less.

50% Day Rate + Hourly rate for hours 5-10.

10 hour travel is day rate + straight time for hours over 10.

Travel at the end of a 10 hour work day is billed at the straight hourly rate.

Grip/Equipment Truck Driving Rates: Day Clock starts when truck departs rental house property and end when truck returns to rental house property. Work day rate overtime structure applies.

PRODUCTION COMPANY ACCEPTS ALL CONDITIONS OF PRODUCTION SERVICES WORK AS DESCRIBED ABOVE.

AGREED TO AND ACCEPTED:

CONTRACTOR

Date: _____

PRODUCTION COMPANY

Date: _____