

DELIVERABLES CHECKLIST

Production Title

Production Company

Date

Address

Contact Person

Tel / Cel / Email

DELIVERABLE	DATE DUE	DATE RECEIVED	DATE APPROVED
Project Proposal			
Production Timeline			
Production Budget			
Key Production Personnel w/ Bios			
List of Project Advisors			
List of Potential Interview Subjects			
Full Film Treatment			
Assembly Cut			
Edit Script			
Rough Cut with Edit Script			
Fine Cut with Edit Script			
Complete verbatim, typewritten transcript			
List of all people identified in the Production			
Visual Arts Cue Sheet			
Music Cue Sheet			

Release Binder: Personal Appearance, locations, Materials, Music etc.			
Licenses for acquired footage/stills, graphics contracts			
Union and/or guild agreements			
Other third-party agreements			
Updated List of all Vendors			
Fact Check Binder			
Title of the Production			
Main title, head credits and tail credits			
List of all Production credits			
One Page Production summary			
One Paragraph Production summary			
Updated resume for Producer and brief bios for all key production personnel and narrator			
MASTER Tape of the Production			
XXX copies of Production			
Production Stills: 2-3 photos of behind-the-scenes, 2-3 photos of principle interview subjects, 1 headshot of producer			
XXX copies of promotional materials			
Production trailers, if available			
Final Financial Report			
Final Production Narrative			

DOCUMENTARY BREAKDOWN SHEET

Production Title	Production Company
Date	Address
Contact Person	Tel / Cel / Email

Characters / Interview Subjects	Interview Locations	B-Roll Locations
Crew	Advisors	Shoot Format
Visuals	Sound	Graphics / Special Effects
Timeline	Budget	
NOTES		

PRODUCTION TIMELINE

Production Title	Production Company
Date	Address
Contact Person	Tel / Cel / Email

Week of	Week # 1	Research & Development <ul style="list-style-type: none">• Research your topic• Gather Advisors• Story Development• Create Production Plan• Write Project Proposal• Develop Budget
Week of	Week # 2	Pre-Production – Phase 1 <ul style="list-style-type: none">• Write Treatment• Pre-Interview Subjects• Scout Locations• Hire Team• Identify Vendors• Develop Shooting Script
Week of	Week # 3	Pre-Production – Phase 2 <ul style="list-style-type: none">• Write Shooting Script• Prepare Shot List and/or Story Board• Reserve equipment / facilities• Schedule with Interview Subjects / Crew / Locations• Purchase supplies / expendables• Compile Contact Lists• Make Call Sheets
Week of	Week # 4	Production <ul style="list-style-type: none">• Research and Write Interview Questions• Confirm Crew: Camera, Sound, Gaffer, Grip, Production Assistant, Interns• Confirm Equipment Rentals: Camera, Sound, Lighting, Grip• Pick up Tape Stock and production supplies• Determine Tape Numbering System, prepare Tape Log• Gather Archival Media• SHOOT!• Have everyone sign RELEASES!• Send field tapes to lab to be dubbed for screening and work tapes• Compile a “Thank You” list for later• Keep track of your Budget and Expenses to Date
Week of	Week # 5	Post Production <ul style="list-style-type: none">• Transcribe interviews• Log & Digitize footage• Organize archival media: photos, footage, music• Make “selects” of your favorite footage• Write “Paper Edit”• Edit Rough Cut of Film• Screen film for advisors or project collaborators• Pick Up Shoot• Composer scores Film• Edit Fine Cut of Film

Week of

Week # 6

Film Finishing / Outreach

- “Lock” Visuals and Script
- Fact Check content
- Record Narration
- On-Line / Sound Mix / Layback
- Make Dubs
- Deliver Project (see deliverables list)
- Wrap Production, Send out “Thank You” Notes
- Outreach & Distribution

Date:

SAMPLE PRODUCTION BUDGET

Page:

[illegible]

Date:

SAMPLE PRODUCTION BUDGET

Page:

[illegible]

CALL SHEET

CREW CALL TIME:

DATE:

SHOOT DAY:

Weather:

Sunrise:

Sunset:

Production Title:

Production Company:

Tape Numbers Start @

PRODUCTION (SHOOT LOCATION (1)	SHOOT LOCATION (2)	SHOOT LOCATION (3)	SHOOT LOCATION (4)		VENDOR LOCATIONS		
TIME	ACTIVITY		LOCATION			NOTES		
INTERVIEW SUBJECTS / TALENT								
NAME	Contact Person	CELL #	PHONE #	CALL TIME	LEAVE	TRANSPORT	NOTES	
CREW						EQUIPMENT		
TITLE	NAME	CELL #	PHONE #	CALL TIME	LEAVE	EQUIPMENT	SUPPLIER	PHONE
OTHER IMPORTANT NUMBERS						SUMMARY SCHEDULE		
						First Shot		Tapes Shot Today:
						Lunch In		MASTER CAMERA
						Lunch Out		
						1st Shot After Lunch		
						Dinner In		
						Dinner Out		SECOND CAMERA
						1st Shot After Dinner		
						Camera Wrap		
						Crew Wrap		
SPECIAL NOTES								

LOCATION SCOUT/SURVEY WORK SHEET

Production Title

Production Company

Date

Address

Contact Person

Tel / Cel / Email

LOCATION:	

ACTUAL LOCATION DETAILS:	CONTACT NAME	
	TELEPHONE	
	CELL PHONE	
	ADDRESS:	

DATES REQUIRED	
PREPARATION:	
SHOOT:	
WET WEATHER DAYS:	
HOLD DAYS:	
WRAP:	

TIME & DATE RESTRICTIONS:	

PERMISSIONS NEEDED				
NAME	ROLE	PH.ONE #	VERBAL APPROVAL	WRITTEN APPROVAL
	TENTANT			
	OWNER			
	COUNCIL			
	NEIGHBOUR (1)			
	NEIGHBOUR (2)			
	NEIGHBOUR (3)			
	FIRE			
	POLICE			
	TRANSPORT			
	FILM OFFICE			
	OTHER			

LOCATION REQUIREMENTS

PARKING:

TOILETS:

POWER:

**CHANGING
ROOMS:**

TELEPHONES:

FIRE EXITS:

**SOUND / NOISE
CONCERNS:**

**TIME
RESTRICTIONS:**

**ENVIRONMENTAL
RESTRICTIONS:**

CREW CONTACTS

Production Title

Production Company

Date

Address

Contact Person

Tel / Cel / Email

POSITION	NAME/ADDRESS	PHONE/CEL/EMAIL
PRODUCER		
DIRECTOR		
WRITER		
ASSOCIATE PRODUCER		
PRODUCTION ASSISTANT		
DIRECTOR OF PHOTOGRAPHY		
SOUND MIXER		
GRIP		
PRODUCTION INTERN # 1		
PRODUCTION INTERN # 2		
PRODUCTION INTERN # 3		
DRIVER		
EDITOR		
ASSISTANT EDITOR		
POST SUPERVISOR		
COMPOSER		

Interview Subjects (Cast)

Production Title

Production Company

Date _____

Address

Contact Person

Tel / Cel / Email

[illegible]

VENDORS

Production Title

Production Company

Date

Address

Contact Person

Tel / Cel / Email

SERVICE	NAME/ADDRESS	PHONE/CEL/EMAIL
CAMERA		
SOUND		
LIGHTS		
GRIP		
TAPE STOCK		
FILM/TAPE LABORATORY		
PRODUCTION EXPENDABLES		
VEHICLE RENTAL		
PROPS / SETS		
INSURANCE		
BANK		
SCHOOL FILM DEPARTMENT		
LOCAL FILM OFFICE		

LOCATIONS

Production Title

Production Company

Date _____

Address

Contact Person

Tel / Cel / Email

[illegible]

Deal Memo

Daily / Weekly Employees

Name: _____

Position: _____

Address: _____

SSN: _____

Fed ID#: _____

Phone: _____

Type of Assignment: Daily: _____ Weekly: _____

Start Date: _____

Base Hourly Rate: _____

(NON-EXEMPT POSITIONS)

Weekly Rate: _____

(EXEMPT POSITIONS ONLY
PARTIAL WEEKS PAID PRO-RATA)

Daily Rate: _____

Car Allowance: _____

(PARTIAL WEEKS PAID PRO-RATA)

Box / Kit: _____

(PAID FOR PRODUCTION WEEKS ONLY
PARTIAL WEEKS PAID PRO-RATA)

Rentals: _____

Other Conditions: _____

IN ACCORDANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986, ANY OFFER OF EMPLOYMENT IS CONDITIONED UPON SATISFACTORY PROOF OF APPLICANT'S IDENTITY AND LEGAL ABILITY TO WORK IN THE UNITED STATES.

EMPLOYEE ACCEPTS ALL CONDITIONS OF EMPLOYMENT AS DESCRIBED ON THE REVERSE.

EMPLOYEE SIGNATURE:

PRODUCER SIGNATURE:

DATE: _____

DATE: _____

NOTE: ANY FEES, INCOMES, EXPENSES ARE PAID AT THE SOLE DISCRETION AND ARE THE RESPONSIBILITY OF THE HBCU PRODUCER AND DO NOT INDICATE PAYMENT FROM THE EYES ON THE PRIZE BLACK COLLEGE NEW MEDIA PROJECT INITIATIVE, *i.e.*, NBPC, BLACKSIDE AND/OR CPB.

EMPLOYMENT AGREEMENT

This Agreement made by and entered into as of _____, 200__ by and between _____, (“Producer”), located at _____, and _____ (“Employee”), located at _____, with respect to Employee’s services in connection with the Motion Picture currently entitled _____ (the “Picture”). The parties agree as follows:

1. SERVICES: Producer shall employ Employee to provide the services as follows:

Employee services shall commence on _____, 200__, and continuing on until completion of principal photography, at such time and locations where Producer may so designate, including holidays and weekends.

2. COMPENSATION: Producer shall pay Employee a total sum of \$_____, payable _____, and other good and valuable in consideration the receipt of which is hereby acknowledged by Employee. Notwithstanding the foregoing, if Employee provides pre-production and/or post-production services, such services shall be without additional compensation.

3. CREDIT: Provided Employee fully renders Employee’s services on the Picture, and Employee is not in default of this Agreement, Employee shall be accorded on screen credit in substantially the following format:

“ _____ ”

The form, placement, order, sequence, size, and duration, relating to the credit accorded to Employee shall be determined by Producer in Producer’s sole discretion. No casual or inadvertent failure, nor failure of any third party, to give the applicable credit shall constitute a breach of this Agreement.

4. PAYMENT/ NOTICES: All payments and notices to Employee shall be personally delivered to Employee or mailed to Employee’s address. Producer shall not be responsible for withholding income or other taxes from the payments made to Employee. Employee agrees to be solely responsible for the payment of any and all federal, state and local income taxes, social security taxes, unemployment and other taxes that may be generated hereunder.

5. RIGHTS: Producer shall be the sole owner of any and all rights in and to the results and proceeds of Employee’s services, and Producer shall have the sole right to use, exploit, advertise and exhibit the foregoing in any and all media, whether now known or hereafter devised throughout the world, in all languages, as Producer in its sole and unfettered discretion shall determine. In connection with the foregoing, Employee hereby grants to Producer the right to use Employee’s name likeness and/or biography in connection with production, exhibition, advertising, and other exploitation of the Picture.

6. MISCELLANEOUS:

(a) Further Assurances. Employee agrees expeditiously to execute, acknowledge and deliver to Producer and to procure the execution, acknowledgment and delivery to Producer, any additional documents or instruments, which Producer may request to fully effectuate and carry out the intent and purposes of this Agreement.

(b) Entire Agreement: This Agreement, together with any exhibits, if any, attached hereto and hereby incorporated herein in their entirety, shall replace and supersede all previous arrangements, understandings, representations or agreements (written or oral, express or implied) between Producer and Employee with respect to the subject matter hereof.

(c) Assignment: Producer may assign any and all of Producer's rights under this Agreement to any person, company, entity, without limitation or Employee's prior consent, and this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, representatives and assigns. Producer may not assign this Agreement without the prior written consent of Producer.

(d) Injunctive Relief: Employee expressly understands and agrees that if Producer breaches this Agreement, including without limitation the provisions regarding Employee's credit, the damage, if any, caused Employee thereby will not be irreparable or otherwise sufficient to entitle Employee to injunctive or other equitable relief. Employee agrees that the rights and remedies available to Employee in any such event shall be strictly limited to the right, if any, to recover damages limited to the amount of Employee's fixed compensation specified hereinabove in an action at law, and Employee shall not be entitled by reason of any such breach to terminate or rescind this Agreement, to restrain Producer's exercise of any of Producer's rights hereunder, or to enjoin Producer's use of the results and proceeds of Employee's services hereunder, or to restrain the exhibition or exploitation of the Picture.

(e) Legal Representation: Employee hereby warrants and represents that Employee has retained and been represented by independent legal counsel in connection with the negotiation and execution of this agreement, or has voluntarily waived the right to do so.

(f) Governing Law: This Agreement shall be constructed in accordance with the laws of the State of _____. The parties agree that any matter arising under this Agreement may be finally adjudged or determined in any courts of the State of _____, and hereby submit generally and unconditionally to the jurisdiction of such courts and in any of them in respect of such matter.

ACKNOWLEDGED AND AGREED TO:

For Producer

For Employee

[Print]

(SS#

)

EQUIPMENT INVENTORY

Production Title

Production Company

Date

Address

Contact Person

Tel / Cel / Email

CAMERA

Tripod

Camera Battery

AC Adaptor/charger

Monitor

BNC Cable

RCA Cable

Extension cords

SOUND

Shot Gun Microphone

Wired Lavalier Mic

Wireless Lavalier System

Boom Pole

Windscreen

Beachtek

Mic Stand

Headphones

Shure 3-Channel Mixer

XLR Cable >5'

XLR Cable 5'>10'

XLR Cable <10"<50

XLR Cable <50'

RCA Cable

LIGHTS

Lowell Omni Light

Sun Gun / On Camera Light

Clip Light

Chimera Softbox With Ring

Light Stand

Barndoors

Scrim

Lighting Powercable

Umbrella

Work Gloves

Reflector Card

Clothespins (x10)

Extension Cord

White Card

PRODUCTION NAME:

TAPE LOG

page of

TAPE #	SHOT DESCRIPTION	CAMERA DIRECTION	SHOOT LOCATION / NOTES	DATE
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[illegible]

EDIT LOG PRODUCTION:

PRODUCTION:

page of

TAPE #	Timecode In	Timecode Out	VISUALS	SOUNDS	NOTES
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[illegible]

PRODUCTION:

ARCHIVAL INVENTORY

page of

Image #	Image Description	Date	Location	Archive	Archive #
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[illegible]

PRODUCTION TITLE
PRODUCER
script version
DATE

VISUALS	AUDIO
MUSIC:	“Hip Hop Heyday”
TITLE CARD:	“From Freedom Songs to Freestyle: How Music Motivates Movements”
Fade to black	
Fade up from black Moss Deep	MOSS DEEP (On Camera): 01:15:06- 01:15:13 I remember my Grams singing these old songs from back in the day. At first she wouldn't tell me where they came from, but when I insisted, she finally told me about what it was like when she was young . . .
Laura Hall Photos of Laura Hall's family, uncle, & aunt	LAURA HALL (On Camera): 01:15:28-01:16:28 There was always music in the house when I was growing up. There was the stuff from the radio and music from church, but there were also these songs that were more intense. Voice Over: It turns out that uncle and aunt had been active in the Student Non Violent Coordinating Committee (SNCC) and they had a whole bagful of songs that were powerful, funny, sad, rough, inspiring, and everything. On Camera: They were about taking charge of your destiny, they were talking about the movement . . .
Archival Footage: Students sing freedom songs in Albany, GA	ARCHIVAL: 01:20:53-01:21:41 “Ain't gonna let nobody . . .”
Photos: montage of images of students at 1960s rallies. Kenyon Wess	KENYON WESS (Voice Over): 01:22:32 –01:23:29. When we were thinking about a concept for the “When Jesus Walks” video, I really wanted something that looked like an old documentary from the Civil Rights Movement times. I remember seeing that series “Eyes on the Prize” in school. On Camera:

PERSONAL CONSENT AND RELEASE

For valuable consideration received, I, _____, hereby irrevocably grant to _____, its subsidiaries, affiliates, nominees, licensees, their successors and assigns, and those acting with its authority (hereinafter collectively referred to as "Producer"), with respect to the photographs, film, tape, or audio recordings (the "Pictures") taken of me by or on behalf of Producer, the unrestricted absolute, perpetual, worldwide right to, reproduce, copy, modify, and create derivatives in whole or in part, or otherwise use the Pictures, or any part thereof, in combination with or as a composite of other matter, including, but not limited to, text, data, images, photographs, illustrations, animation and graphics, video or audio segments of any nature, in any media or format, now known or hereafter devised or created for any purpose whatsoever; to use and permit others to use my name, whether in original or modified form, pseudonym, image, likeness, and/or voice in connection with the Pictures as Producer may choose, and to produce, display, perform, exhibit, promote, distribute, transmit, broadcast, and otherwise exploit the Pictures by any means now known or hereafter to become known, in perpetuity throughout the World. Producer shall have full and sole ownership, right, title and copyright interest in and to the Pictures, or any part thereof. Any or all of the rights granted herein shall be freely transferable and assignable by Producer.

I hereby waive all rights and release and discharge Producer and Producer's assignees, grantees, and licensees from, and shall neither sue nor bring any proceeding against any such parties for, any claim, demand or cause of action whether now known or unknown, for defamation, invasion of privacy or right of publicity, copyright, trademarks, based upon or relating to the use and exploitation of the Pictures.

I agree that there shall be no obligation to utilize the authorization granted by me hereunder. The terms of this authorization shall commence on the date hereof and be without limitation. I warrant and represent that I am over the age of 18 years and that I am free to enter into this agreement. I acknowledge that I shall receive no payment or consideration of any kind. This Consent and Release shall be interpreted in accordance with the laws of the State of _____. Any dispute, controversy or claim arising out of or in relation to this Consent and Release or the validity, construction or performance or the breach thereof, shall be resolved in and adjudicated in the Courts of the State of _____.

Date: _____, 200__

Signature

I, _____, hereby warrant that I am the Parent and/or Guardian of _____, a minor, and have full authority to authorize the above Consent and Release. I hereby release and agree to the terms of the Consent and Release, including without limitations the warranties and indemnification of you, your successors, assigns and licensees, arising out of the exercise of the Rights granted by the above Consent and Release.

Parent or Guardian

LOCATION AGREEMENT

Agreement entered into this _____, 200__ by and between
_____ (“Producer”) and _____
_____ (“Grantor”).

1. IDENTITY OF FILMING LOCATION: Grantor hereby agrees to permit Producer to use the property located at _____ (“Property”) in connection with the motion picture currently entitled “_____” (“Picture”) for the purpose of rehearsing, photographing, filming and recording scenes and sounds for the Picture. Producer and Producer’s licensees, sponsors, assigns and successors may exhibit, distribute, license, advertise and promote the Picture or any portion thereof, whether or not such uses contain audio and/or visual reproductions of the Property and whether or not the Property is identified, in any and all media which currently exist or which may exist in the future in the universe and in perpetuity.

2. RIGHT OF ACCESS: Producer shall have the right to bring personnel and equipment (including props and temporary sets) onto the Property and to remove the same after completion of its use of the Property hereunder. Producer shall have the right but not the obligation to photograph, film and use in the Picture the actual name, if any, connected with the Property or to use any other name for the Property. If Producer depicts the interior(s) of any structures located on the Property, Grantor agrees that Producer shall not be required to depict such interior(s) in any particular manner in the Picture. Producer agrees that (with Grantor's permission) if it becomes necessary to change, alter or rearrange any furniture, fixtures, etc., on the Property belonging to Grantor. Producer shall return and restore the same to its original place and condition, or repair it, if necessary.

3. TIME OF ACCESS: The permission granted hereunder shall be for the date on or about _____. Producer may extend the period, subject to Grantor's approval, which will not be unreasonably withheld, if there are changes in production schedule or delays due to weather conditions. The within permission shall also apply to future retakes and/or added scenes.

4. PAYMENT: In consideration for the rights and permission granted hereunder, Producer hereby pays Grantor the sum of _____ Dollar, (\$ _____), and other good and valuable in consideration, the receipt of which is hereby acknowledged by Grantor.

5. BILLING CREDIT FOR LOCATION: Grantor acknowledges that any identification of the Property which Producer may furnish shall be at Producer's sole discretion and in no event shall said identification be beyond that which is reasonably related to the content of the Picture.

6. REMEDIES: In case of breach of this Agreement, Grantor’s sole remedy, if any, shall be limited to an action at law for monetary damages, and the Rights herein shall not terminate by reason of such breach. For the avoidance of doubt, in no event may Grantor terminate this Agreement or obtain injunctive or other equitable relief, or restrain or interfere with the production, distribution, exploitation, exhibition of the Picture, or use of any of the rights or permission granted herein, with respect to any breach hereunder.

7. WARRANTIES & INDEMNIFICATION: Producer warrants and represents that it is free to enter into this Agreement. Producer agrees to indemnify and hold harmless Grantor from and against any and all liabilities, damages and claims of third parties arising from Producer's use hereunder of the Property, unless such liabilities, damages or claims arise from a breach of Grantor's warranty. Grantor warrants and represents that Grantor is over the age of 18 years, is free to enter into this Agreement, and to grant right and permission herein granted. Grantor acknowledges that Grantor has been given a reasonable time to review this Agreement, and that Grantor has been advised to obtain independent legal counsel prior to executing this Agreement and has either done so or has knowingly opted to waive or forego obtaining such independent legal advice. Grantor agrees to indemnify and hold harmless Producer, and Producer's assignees, grantees, and licensees, from and against any and all claims relating to breach of its aforesaid warranty. Except of the payment set forth in paragraph 4, Grantor acknowledges that Grantor shall receive no payment or consideration of any kind.

8. JURISDICTION: This Agreement shall be interpreted in accordance with the laws of the State of _____. Any dispute, controversy or claim arising out of or in relation to this Agreement or the validity, construction or performance or the breach thereof, shall be resolved in and adjudicated in the Courts of the State of _____.

9. ENTIRE UNDERSTANDING: This writing embodies the sole and complete Agreement between the parties with respect to the subject matter hereof and incorporates all previous discussions and understandings between said parties. No modification, amendment, waiver, termination or discharge of any provision hereof shall be binding unless confirmed in a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their names and signatures.

PRODUCER

By: _____

By: _____

MATERIALS RELEASE

Program: _____ (the "Program")

Description of Material _____

_____ ("Licensed Material")

Licensor _____

Fee _____

Credit at Producer's Discretion _____

In consideration of the Fee, I hereby grant to *Producer/Production Entity*: _____ ("Producer") the non-exclusive right to record, edit and otherwise alter at the sole discretion of the Producer as desired the Licensed Material on film, tape, or otherwise (the "Recording"), and to incorporate the Licensed Material into the Program and in any and all materials relating thereto. Producer may use and authorize others to use all or parts of the Program. Producer, its successors and assignees shall own all right, title and interest, including copyright, in and to the Program, including the Recording, to be used and disposed of without limitation, in perpetuity, throughout the world, in any and all media, as Producer shall in its sole discretion determine.

I understand that credit shall be at the sole discretion of the Producer.

I represent and warrant that I possess or have obtained all rights and authority to the Licensed Material necessary for the grant of the rights hereunder and that the rights I have granted hereunder will not conflict with or violate any commitment, agreement, or understanding I have or will have, to or with, nor infringe upon any rights of, any person or entity.

I agree to indemnify and hold harmless the Producer, its assignees, agents, licensees and employees from and against all claims, losses, expenses and liabilities of every kind including reasonable attorney's fees and expenses, arising out of or incurred by reason of the use of the Licensed Material set forth herein or the inaccuracy, alleged breach or actual breach of any representation, warranty, covenant, agreement, or undertaking I have made herein.

Licensor Signature _____ Date _____

Licensor Print Name _____

Address _____

Social Security or Federal ID# _____

PERFORMER AGREEMENT

This Agreement made by and entered into as of _____, 200__ by and between _____, ("Producer"), located at _____, and _____ ("Performer"), located at _____, with respect to services in connection with the Motion Picture currently entitled _____ (the "Picture"). The parties agree as follows:

1. ROLE:

2. START DATE: Performer's exclusive services in principal photography shall commence on or about _____, 200__, to be preceded by all required rehearsals and other pre-production and post-production services indicated below.

3. COMPENSATION/SERVICES: A total of \$ _____, which compensation shall be payable _____ during the scheduled period of principal photography for Performer's acting services in principal photography, and other good and valuable consideration, the receipt of which is hereby acknowledged by Performer. Notwithstanding the forging, Performer's services as herein stipulated includes without further compensation, free days for dubbing and looping, which days may or may not be consecutive, although Producer will try to make them consecutive (such looping days to be scheduled subject to Performer's professional availability), plus free days for rehearsals, conferences and other customary pre-production services including wardrobe, makeup, tests, etc. immediately preceding services in principal photography. All payments and notices to Employee shall be personally delivered to Employee or mailed to Employee's address. Producer shall not be responsible for withholding income or other taxes from the payments made to Performer. Performer agrees to be solely responsible for the payment of any and all federal, state and local income taxes, social security taxes, unemployment and other taxes that may be generated hereunder.

4. CREDIT: Provided Performer fully renders Performer's services on the Picture, and Performer is not in default of this Agreement, Performer shall be accorded on screen credit in substantially the following format:

“ _____ ”

The form, placement, order, sequence, size, and duration, relating to the credit accorded to Performer shall be determined by Producer in Producer's sole discretion. No casual or inadvertent failure, nor failure of any third party, to give the applicable credit shall constitute a breach of this agreement.

5. RESULTS AND PROCEEDS; MERCHANDISING: Performer grants to Producer all rights of every kind and character throughout the world and in perpetuity in and to all results and proceeds of Performer's services hereunder. Performer's name, voice or likeness shall not be used in merchandising or commercial tie-ups for the Picture without Performer written consent. Producer may, however, use Performer's name, voice and likeness in the marketing and exploitation of the Picture, including but not limited to souvenir programs, soundtrack recordings therefrom and novelizations thereof.

6. INJUNCTIVE RELIEF: Performer expressly understands and agrees that if Producer breaches this Agreement, including without limitation the provisions regarding Performer's credit, the damage, if any, caused Performer thereby will not be irreparable or otherwise sufficient to entitle Performer to injunctive or other equitable relief. Performer agrees that the rights and remedies available to Performer in any such event shall be

strictly limited to the right, if any, to recover damages limited to the amount of Performer's fixed compensation specified hereinabove in an action at law, and Performer shall not be entitled by reason of any such breach to terminate or rescind this Agreement, to restrain Producer exercise of any of Producer's rights hereunder, to enjoin Producer's use of the results and proceeds of Performer's services hereunder, or to restrain the exhibition or exploitation of the Picture.

7. MISCELLANEOUS:

- (a) Further Assurances. Performer agrees expeditiously to execute, acknowledge and deliver to Producer and to procure the execution, acknowledgment and delivery to Producer, any additional documents or instruments consistent with this Agreement, which Producer may request to fully effectuate and carry out the intent and purposes of this Agreement.
- (b) Entire Agreement: This Agreement, together with any exhibits, if any, attached hereto and hereby incorporated herein in their entirety, shall replace and supersede all previous arrangements, understandings, representations or agreements (written or oral, express or implied) between Producer and Performer with respect to the subject matter hereof.
- (c) Assignment: Producer may assign any and all of Producer's rights under this Agreement to any person, company, entity, without limitation or Performer's prior consent, and this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, representatives and assigns. Producer may not assign this Agreement without the prior written consent of Producer.
- (d) Legal Representation: Performer hereby warrants and represents that Performer has retained and been represented by independent legal counsel in connection with the negotiation and execution of this agreement, or has voluntarily waived the right to do so.
- (e) Governing Law: This Agreement shall be constructed in accordance with the laws of the State _____. The parties agree that any matter arising under this Agreement may be finally adjudged or determined in any courts of the State of _____, and hereby submit generally and unconditionally to the jurisdiction of such courts and in any of them in respect of such matter.

ACKNOWLEDGED AND AGREED TO:

For Producer

For Performer

[Print]

INDUCEMENT

I, _____, hereby accept and acknowledge each and all provisions of the foregoing agreement and agree to be bound by them to the same extent as if I had signed the agreement directly.

[Print]
(SS# _____)

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NOTICE OF FILMING/RECORDING
PLEASE READ

PLEASE BE ADVISED THAT
 _____ (“PRODUCER”) IS AND
 SHALL BE PHOTOGRAPHING, FILMING, TAPING,
 AND RECORDING THIS LOCATION. BY ENTERING
 THIS LOCATION AND/OR ITS ENVIRONS, YOU
 CONSENT TO BEING PHOTOGRAPHED AND
 RECORDED, AND YOU GRANT PRODUCER, ITS
 ASSIGNEES, GRANTEEES, AND LICENSEES THE
 UNRESTRICTED ABSOLUTE, RIGHT TO USE THE
 PHOTOGRAPHS AND RECORDINGS OF YOUR
 IMAGE, LIKENESS, AND/OR VOICE, TO PRODUCE,
 PERFORM, EXHIBIT, DISTRIBUTE, TRANSMIT,
 BROADCAST, AND OTHERWISE EXPLOIT A MOTION
 PICTURE BY ANY MEANS NOW KNOWN OR
 HEREAFTER TO BECOME KNOWN, IN PERPETUITY
 THROUGHOUT THE WORLD. YOU HEREBY
 RELEASE AND DISCHARGE PRODUCER ITS
 EMPLOYEES, AGENTS, LICENSEES, SUCCESSORS
 AND ASSIGNS FROM ANY AND ALL CLAIMS OR
 CAUSES OF ACTION INCLUDING WITHOUT
 LIMITATIONS LIBEL, DEFAMATION, INVASION OF
 PRIVACY OR RIGHT OF PUBLICITY, INFRINGEMENT
 OF COPYRIGHT, TRADEMARK, OR VIOLATION OF
 ANY OTHER RIGHT.

COMPOSER LICENSING AGREEMENT

AGREEMENT dated _____, 200____, entered into by and between _____ (“Producer”), located at _____, and _____ (“Composer”), located at _____, in connection with Composer’s services for the motion picture currently entitled _____ (“Picture”).

1. **SERVICES:** Composer shall compose, record, produce and deliver approximately _____ minutes of original music for the Picture (collectively the “Score”), subject to the creative decisions of the Producer during the scoring process. Composer's services shall be rendered on a non-exclusive basis, provided that Composer's services for third parties shall not materially interfere with the Composer's services hereunder. Composer hereby grants to Producer the nonexclusive license and right to use the Score, as stipulated below. Composer shall deliver to producer the final music mix of the Score on CD-ROM no later than _____, 200____.

2. **LICENSING FEE:** In full consideration for Composer’s services and for all rights granted to Producer herein, Composer shall be paid a licensing fee (“Licensing Fee”) of \$_____. Producer shall pay Composer the full amount of the Licensing Fee upon execution of this Agreement. The following costs are included in the Licensing Fee: third-party live musicians and costs related thereto, including, but not limited to new use, re-use and residuals, if any; Mag stock and transfers; Licensing and clearance of music not composed by Composer; Actual recording and re-recording costs (i.e., re-recording required for creative reasons outside the control of Composer and after delivery and acceptance of the Score by the Producer); Music editor and music editing costs; and Vocalists and lyricists.

3. **SCREEN CREDIT:** Composer shall be entitled to and accorded credit as Composer in the form of “Original Score by _____.” The form, placement, order, sequence, size, and duration, relating to the credit accorded to Employee shall be determined by Producer in Producer’s sole discretion. No casual or inadvertent failure, nor failure of any third party, to give the applicable credit shall constitute a breach of this Agreement.

4. **RIGHTS OF PRODUCER:** Composer grants to Producer the worldwide, perpetual, irrevocable non-exclusive license to use the Score in connection with any and all exploitation of the Picture in all media, including advertising and promotion of the Picture. All rights in this agreement are assignable by Producer.

5. **COMPOSER’S NAME AND LIKENESS:** Composer grants Producer the right to use and reproduce Composer’s name, voice, likeness and biographical data, solely in connection with advertising, promotion, and exploitation of the Score and the Picture.

6. **ASSIGNMENT:** Producer may assign this Agreement, in whole or in part, at any time to any party. Composer may not assign this Agreement.

7. **NOTICES:** Any and all notices to any of the parties of this Agreement must be in writing by registered or certified mail return receipt requested to the respective party’s address as set forth in this Agreement.

8. INJUNCTIVE RELIEF: Composer expressly understands and agrees that if Producer breaches this Agreement, including without limitation the provisions regarding Composer's credit, the damage, if any, caused Composer thereby will not be irreparable or otherwise sufficient to entitle Composer to injunctive or other equitable relief. Composer agrees that the rights and remedies available to Composer in any such event shall be strictly limited to the right, if any, to recover damages limited to the amount of Composer's fixed compensation specified hereinabove in an action at law, and Composer shall not be entitled by reason of any such breach to terminate or rescind this Agreement, to restrain Producer 's exercise of any of Producer's rights hereunder, or to enjoin Producer's use of the results and proceeds of Composer's services hereunder, or to restrain the exhibition or exploitation of the Picture.

9. WARRANTY AND REPRESENTATIONS: Composer represents and warrants to Producer that Composer has full right and legal capacity to execute and fully perform this Agreement, that Composer is the sole author/writer of the Score delivered to Producer for use in the Picture, and that the Score will not be copied from or based on, in whole or in part, any other work. Composer hereby agrees to indemnify Producer, Producer's distributors, successors, assigns, licensees, their officers, directors, agents and employees, from and against any damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or in any way connected with any claim, demand or action inconsistent with this Agreement or any warranty, representation or agreement made by Composer herein.

10. MISCELLANEOUS: This agreement will inure to the benefit of Producer's successors, assigns, lessees, and licensees. Composer will execute, acknowledge and deliver such additional instruments as Producer may request to fully effectuate and carry out the intent and purposes of this Agreement. This instrument is the entire Agreement between the parties and cannot be modified except by a written instrument signed by the Composer and the Producer. Composer has retained and been represented by independent legal counsel in connection with the negotiation and execution of this agreement, or has voluntarily waived the right to dos so. This Agreement shall be constructed in accordance with the laws of the State of _____. The parties agree that any matter arising under this Agreement may be finally adjudged or determined in any courts of the State of _____, and hereby submit generally and unconditionally to the jurisdiction of such courts and in any of them in respect of such matter.

ACKNOWLEDGED AND AGREED TO:

FOR PRODUCER

FOR COMPOSER

[Print]
(SS# _____)

SYNCHRONIZATION AND PERFORMANCE RIGHTS AGREEMENT

1. This license is made and entered into as of _____, 200____. The musical composition ("Composition") covered by this License is entitled _____, and is owned or controlled by _____ (the "Licensor"). The motion picture ("Picture") covered by this License is "_____".
2. The type and number of uses of the Composition to be recorded are: _____

3. The "Territory" covered hereby is the World. The rights hereinabove granted shall be for the duration of United States copyright of the Composition, and any and all renewals or extensions thereof.
4. Provided Licensor fully performs all material obligations under this Agreement, and in full consideration of all rights granted herein, Licensee shall pay or cause to be paid to Licensor, the total sum of \$ _____.
5. Licensor hereby grants to Licensee its successors and assigns the non-exclusive, irrevocable right, license, privilege, and authority to use the Composition in synchronization or in timed relation with the Picture, and to make copies of the Picture including the Composition, and import said copies thereof into any country in the Territory and perform, distribute, exploit, and market said Picture perpetually throughout each country in the Territory in all media and by all devices, including, without limitation, videocassettes, videodiscs, DVDs, the internet and other audio-visual devices in accordance with and subject to the term and limitations hereinafter set forth.
6. Licensor hereby grants to Licensee the non-exclusive, irrevocable right and license to publicly perform for profit or non-profit, and authorize others to perform, the Composition in the exhibition of the Picture to audiences in motion picture theaters, and other places of public entertainment where motion pictures are exhibited, whether free of for an admissions fee, including the right to televise the Picture into such theaters and such other public places.
7. The right to perform the Composition in the exhibition of the Picture by means of television, including by means of "free television," "basic cable television," "pay television," "video-on-demand" "subscription television," "CATV" and "closed-circuit into home television," and all other types or methods of television reproduction, broadcast, and transmissions.
8. The right to perform the Composition in the exhibition of the Picture on the internet by means of webcast or any and all other types or methods used to transmit and distribute digital audio programming to end users over the internet (including, without limitation, online proprietary networks and protocols that are not part of the freely accessible internet (e.g. America Online) and information networks designed for hand-held devices, mobile streaming video services, and "mini" Web browsers (e.g. cell phones, PDA's, network appliances), by way of both narrow band, broadband, and/or Wi-Fi, as well as any other form of wireless transmission.
9. Licensor hereby further grants to Licensee, in the Territory, the non-exclusive right to reproduce the Composition as recorded in the Picture, in any and all types of audio-visual devices now or hereafter known, including without limitations videocassettes, videotapes, DVDs, and similar compact audio-visual devices produced for home or personal use (as such term is commonly understood in the motion picture industry), and to distribute them by sale, license or otherwise.
10. If the Composition is used in the Picture, Licensee shall accord Licensor a credit in substantially the

following form in the end titles of release prints of the Picture approximately adjacent to the titles of the Compositions:

“WRITTEN BY _____”

“PERFORMED BY _____”

“PUBLISHER _____”

11. Licensor represents and warrants to Licensee that Licensor owns or controls 100% of the all of the Composition, that the License and rights herein granted shall not infringe upon any Copyright or other right of any person, company, or entity, that Licensor is free to enter into this Agreement and is not, nor will Licensor be, under any disability, restriction or prohibition to fully perform in accordance with the terms and conditions of this Agreement. Licensor hereby agrees to indemnify Licensee, Licensee's distributors, successors, assigns, licensees, their officers, directors, agents and employees, from and against any damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or in any way connected with any claim, demand or action inconsistent with this Agreement or any warranty, representation or agreement made by Licensor herein.

12. Licensor's sole right and remedy for any breach or alleged breach hereof shall be an action at law for damages, if any. In no event shall Licensor have the right to rescind this Agreement or any of the rights granted hereunder, nor to seek or obtain injunctions or other equitable relief restraining or enjoining the production, exhibition or exploitation of the Picture, or use of the Composition as herein stipulated.

13. This writing embodies the sole and complete Agreement between the parties with respect to the subject matter hereof and supercedes all previous discussions and understandings between said parties. No modification, amendment, waiver, termination or discharge of any provision hereof shall be binding unless confirmed in a written instrument signed by both parties. This Agreement shall be constructed in accordance with the laws of the State of _____. The parties agree that any matter arising under this Agreement may be finally adjudged or determined in any courts of the State of _____, and hereby submit generally and unconditionally to the jurisdiction of such courts and in any of them in respect of such matter.

14. Licensor hereby warrants and represents that Licensor has retained and been represented by independent legal counsel in connection with the negotiation and execution of this agreement, or has voluntarily waived the right to dos so.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date first above written.

FOR LICENSEE

FOR LICENSOR

By: _____

By: _____

VISUAL ARTS CUE SHEET

PAGE _____ OF _____

PROGRAM TITLE _____ SERIES (if any) _____

PROGRAM # (if any) _____ ORIGINAL BROADCAST DATE _____

PROGRAM LENGTH _____ CUE SHEET PREPARED BY _____

PRODUCTION ENTITY _____ CONTACT _____

TIME IN (from start of program)	DESCRIPTION OF WORK USED	LENGTH	SOURCE LICENSOR	FEES PAID	RIGHTS GRANTED

Attach copies of all contracts and agreements. If you are maintaining "fair use", note this under 'RIGHTS GRANTED'.

INSTRUCTIONS:

TIME IN: The time from the beginning of the program.

DESCRIPTION: Give as much detail as is needed to identify the footage. If there is an archival reference # and/or coding, please note it.

LENGTH: The length of the acquired footage in minutes and seconds.

SOURCE/LICENSOR: The name of the source of the footage (e.g. CBS, Time-Life, etc.) or the entity licensing the footage to you.

FEE PAID: The amount paid for the license. If you are using an excerpt as "fair use", please note this.

RIGHTS GRANTED: What rights were obtained under the license agreement. (e.g. PBS 6 in 4, Educational A/V, Foreign Broadcast, etc.)

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NOLA CODE:

MUSIC CUE SHEET

best. rights: rels. in yrs.

series indicator:

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in MURS?

ser- ies, if any: pro- gram: ep.#, if any:	Producing entity:		Program length:		(excluding any internal breaks)			
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	Presenting station or entity:							
	Original broadcast date :							
C U E #	MUSIC TITLE OR DESCRIPTION (may include, in parentheses or brackets, such info as name of performer/ recording artist, album, label & number...)	WRITER(S)	PUBLISHER(S) or other OWNER(S)	duration in MIN.	& SEC. (no colons, please)	USAGE (1-backgd. (off-cam.); 2-feature (on-cam.); 3-theme (off-cam.); 4-concert feature ≥ 3'30" (on-cam. "classical"))	Performing rights, USA, if known (1-ASCAP; 2-BMI; 4-SESAC; 5-other (specify); 6-public domain)	SOURCE of public TV sync rights (if applicable) (1-specially composed; 2-producer cleared sync incl. for PBS (& isn't relying on PBS-administered sync licenses for that purpose); 3-unpublished) - OR-->
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