

ACTOR AGREEMENT

This agreement is entered into as of the _____ (Date) by and between _____ (the "Actor") and _____ (the "Producer"). In the event of the Actor's death or total incapacity, "Actor" means the Actor's heirs, devisees, beneficiaries, trusts, assignees or other successors-in-interest. "Producer" includes the licensees, assignees, future owners, or other acquirers or successors-in-interest of Producer.

1. Grant of Rights. The Actor hereby grants to the Producer and to its licensees, assignees, and other successors-in-interest, all rights of every kind and character, exclusively and in perpetuity, in and to the Actor's performance, appearance, likeness, name and/or voice (the "Performance") in connection with the motion picture entitled _____ which is based on the concept and outline by _____ (the "Picture").
2. Performance. The Actor hereby authorizes the Producer to photograph, videotape, film and record (on film, tape, through motion capture or any other medium), the Performance and audition(s) for the Performance; to edit the same at its discretion and to include it with the performances of others and with sound effects, special effects, digital effects and music; to incorporate the same into the Picture, trailers, posters or other materials or programs related to the Picture; to use and to license others to use such records and photographs in any manner or media whatsoever, including without limitation unrestricted use for purposes of publicity, advertising, sales promotion and merchandising; and to use my name, likeness, voice, biography or other information concerning the Actor in connection with the Picture and for any other purpose associated with the Picture. The Actor further acknowledges that the Producer owns all rights to the Picture.
3. Terms. The Producer hereby agrees to give the Actor materials needed to prepare for performance in the role of _____, including the script and schedule as available. The term of engagement shall begin on or about _____ (the "Start Date") and continue until _____, or until the completion of the recording of said role.
4. Compensation. The Actor confirms his/her understanding that he/she will receive compensation of zero dollars and no cents (\$0.00) for Performance in this Picture. All expenses related to the Performance, including wardrobe, transportation and other expenses, shall be the sole responsibility of the Actor unless prior agreement and approval by Producer. The Actor shall receive credit for Performance as well as a DVD copy of the final film delivered to the address provided herein at completion of this Picture, which may be used as part of the Actor's reel if desired.

5. Notices. All notices, which either party is required or may desire to serve hereunder, shall be in writings to the email address provided herein, by text message or verbally by telephone to the number provided herein, or in person. The Actor understands the necessity to attend all scheduled rehearsals, recording sessions and other events necessary to the completion of this Picture (“Scheduled Events”) in order for the Producer to complete this Picture on schedule. If attendance at any Scheduled Events is not possible, Producer will be notified as soon as possible.
6. Warranties. Actor represents and warrants that he/she has the right to enter into this Agreement and to grant Producer all rights herein granted.
7. Governance. This Agreement will in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the State of _____. Any action arising out of or relating to this Agreement, its performance, enforcement or breach will have jurisdiction and venue in a state or federal court situated within the State of _____; and the parties consent and submit themselves to the personal jurisdiction of said courts for all such purposes.

This Agreement constitutes the entire agreement by and between the Actor and the Producer and supersedes any and all prior contracts, understandings, negotiations, and agreements with respect to the Producer and the subject matter hereof, whether oral or written.

Actor Name: _____

Signature: _____

Actor email address: _____

Actor phone number: _____

Actor address: _____

_____, Producer