

Director of Photography Deal Memo

Job Name _____ Job # _____
Production Company _____ Contact _____
Phone # _____ Fax # _____
Director of Photography _____
Agent _____ Contact _____
Phone # _____ Fax # _____

This will confirm that the production company (*hereinafter called "Producer"*) has retained the services of _____ as Director of Photography either directly or through a loan out agreement with his or her corporation identified as: _____, a _____ Corporation, Federal ID # _____, (*hereinafter called "Loan-out Corporation/Director of Photography"*) on our project as outlined below.

1. DATES OF ENGAGEMENT

Travel Day _____
Prep Day _____
Pre-light Day _____
Shoot Day(s) _____
Weather Hold _____
Down Day _____

2. FEES

Travel Day _____
Prep Day _____
Pre-light Day _____
Shoot Day _____
Down Day _____

3. BOOKING PROCEDURE

- a. From the time the Producer calls to book the Director of Photography, it is understood that the booking request remains valid for a 24-hour period from the time of the booking. If the agent does not confirm the booking within 24-hours there shall be no obligation on the part of the Producer to the agent, Director of Photography and/or their loan-out corporation.
- b. When accepting a booking it is understood that a weather day hold is a professional courtesy provided to the producer, which makes the cameraperson available to shoot on the first available weekday following the cancelled weather day. It is the responsibility of the producer to release the weather day hold on the cameraperson as soon as the producer determines the shoot days are not in jeopardy of a weather day cancellation.

4. CANCELLATION/POSTPONEMENT

In the event the production is cancelled, postponed, or shortened, the following terms will apply:

a. Cancellation

If the agency, client, or Producer cancels or shortens the production, the Producer shall be liable to the Loan-out Corporation/Director of Photography for lost revenue due to said cancellation within 10 days of payment to the production company by its client, provided that Producer has received such payment. It is recognized that the services provided by the Loan-out Corporation/Director of Photography hereunder are unique and extraordinary and the loss thereof cannot be adequately compensated in damages. Producer shall not be required to accept performance hereunder from anyone but Loan-out Corporation/Director of Photography. Producer shall be entitled to injunctive relief to enforce the provisions of this agreement and the parties agree that any claim by the Producer for injunctive relief and/or damages shall be submitted to expedited arbitration before an arbitrator designated pursuant to the expedited labor arbitration rules of the American Arbitration Association to be held in the City of



the Producer's principal office. The costs therefore shall be borne equally by the parties in the same manner as a grievance under the 1998 AICP/Local 600 IATSE collective bargaining agreement or 2000 Commercial Production Agreement*, whichever is applicable. In all cases, the Producer and Loan-out Corporation/Director of Photography recognize that both parties have an obligation to make best efforts to minimize potential loss in the event of a cancellation.

b. Postponement

If the job should move either two days forward or two days backwards from the dates of engagement and the schedule change does not conflict with other work booked by the Director of Photography, the Producer will not be charged for the change in schedule.

5. CREW REQUESTS

The Director of Photography and Producer shall have mutual approval of crew in the following categories: grip, electric, and camera department. If the Director of Photography requests specific crewmembers, it is understood that those crew members work under the terms and conditions set by the Producer. These terms will be disclosed to the Director of Photography's representative at the time of the booking. If the requested crew fails to agree to the terms and conditions set by the Producer they may be replaced at the Producers discretion.

6. RE-SHOOT

In the event a re-shoot becomes necessary due to an error on the part of the Director of Photography it is understood that the Loan-out Corporation/Director of Photography will re-shoot job, in a timely fashion, at the applicable scale rates set forth in the 1998 AICP/Local 600 IATSE collective bargaining agreement or 2000 Commercial Production Agreement*, whichever is applicable.

7. TRAVEL

Air travel shall be provided in the same class as the director. Per Diem shall be paid upon arrival at the location at the rate of _____ for the travel/scout/prep and shoot days as stated above.

8. BILLING

The Loan-out Corporation/Director of Photography will submit time cards for all fees. These fees and payments are due and payable within 10 days of completion of photography unless under applicable state law earlier payment is required. The Producer will forward the required amount of contributions to the appropriate Health and Pension Funds in order to assure that Loan-out Corporation/Director of Photography's loan out contributions as an employer under its I.A.T.S.E Local 600 Agreement are properly paid to such funds.

9. INSURANCE

If paid on time card, Producer will provide Loan-out Corporation/Director of Photography with workers compensation insurance coverage as required by applicable state law for the entire duration of this project and subsequently agrees to provide verification of that coverage.

10. ELEMENT/SHOW REEL

The Director of Photography shall have access to the finished project on a master format when made available to Producer. These materials will be made available at no cost to the Producer, and the Director of Photography recognizes that he or she must obtain permission of agency/client for any use.

Please sign below and FAX BACK to acknowledge receipt of this deal memo. We are proceeding as if this agreement is acceptable to both Parties and need to know immediately if there are any questions or problems.

Agreed and Accepted _____

Director of Photography Representative Date _____

Agreed and Accepted _____

Production Company Representative Date _____

* terms of successor agreements are applicable.

