

## Actors Agreement

RITA SANTOS: Producer

**Date:** 4<sup>th</sup> April 2016

**RE:** 'BAD COFFEE' drama

**Extra:**

*Jennifer Emmanedo*

The above named actor agrees to take part in 'Bad Coffee'.

1. **Start Date:** 4<sup>th</sup> April 2016
2. **Period of Engagement:** 7PM to 10:30PM  
(These dates may vary from time to time).
3. **Conditions:** Producer agrees to obtain standard cast insurance for the Artist
4. The Artist knows of no reason why he cannot freely enter this agreement
5. The Artist gives all consents required under the Copyright Designs and Patents Act 1988 or any re-enactment consolidation or amendment thereof in order that the Producer may make full use of the Artist's services and any other moral rights to which the Artist may be entitled under any existing or future legislation.
6. The Artist agrees that the Artist shall:-
  - 6.1. perform and record the Artist's part to the best of the Artist's skill and ability
  - 6.2. attend for fittings rehearsals and the taking of still photographs
  - 6.3. dress, make up and wear the Artist's hair (subject to prior consultation with the Artist) as directed by the Director
  - 6.4. comply with all reasonable and notified directions given by the Producer or the Director
  - 6.5. keep the Producer informed of the Artist's whereabouts and telephone number at all material times
  - 6.6. not pledge the credit of the Producer nor incur or purport to incur any liability on it's behalf or in it's name.
7. All rights in any way attaching to the Film and all photographs and sound recordings shall belong absolutely to the Producer throughout all periods to the extent permitted by the law the Artist waives the right to receive any further remuneration in relation to the exploitation of the rights.
8. The Producer shall be entitled by written notice to the Artist given at any time to suspend the engagement of the Artist if:-
  - 8.1. the film is prevented suspended interrupted or postponed by reasons not within the control of the Producer
  - 8.2. the voice of the Artist shall become unsatisfactory
  - 8.3. the Artist shall by reason of any illness or physical or mental incapacity or disability be unable to perform his duties

- 8.4. the Artist's full services shall fail material obligations under this Agreement.
9. Any suspension shall be effective from the date of the event giving rise to such suspension and shall continue for the duration of such event.
- 9.1. the Producer shall during the period of suspension cease to be liable to make payments to the Artist save such instalments of remuneration which have become due.
10. The Producer shall be entitled to terminate the engagement of the Artist hereunder by delivery of written notice of such termination to the Artist at any time if:
- 10.1. any of the circumstances under Clause 10 continue for at least 28 (twenty-eight) days consecutively or in the aggregate,
- 10.2. the circumstances under Clause 10.1 continue for at least 2 (two) consecutive days or 3 (three) days in the aggregate, or
- 10.3. any of the circumstances in Clauses 10.2-10.4 occur, subject to the Producer giving prior written notice of such default to the Artist and the Artist not curing such default within 2 (two) days of receipt of such notice.
- 10.4. any suspension under the provisions of Clause 12.1 shall continue for six weeks or more then the Artist shall be entitled to terminate this engagement by seven days' written notice.
11. In the event of termination of the engagement or death of the Artist
- 11.1. any claim which the Producer may have shall not be affected or prejudiced
- 11.2. the Producer's title to and ownership of all copyrights and all other rights in or in connection with the services rendered shall be or remain vested in the Producer
- 11.3. payment of the instalments of remuneration due and payable to the Artist shall operate as payment in full and final discharge and settlement of all claims.
12. All consents granted hereunder to the Producer are irrevocable.
13. Credit will be given only if the Artist appears recognisably in the Film as released if this Agreement has not been terminated for the default of the Artist.
14. The Artist shall keep as confidential the provisions of and any information which may come to the Artists attention in connection with this agreement.
15. This agreement is governed by and construed in accordance with the laws of England and subject to the exclusive jurisdiction of the Courts of England

Signed  .....  
\* [Actor]

Dated  .....

Signed  .....  
[Producer]

Dated  .....