

FILM PRODUCTION AGREEMENT

Production Title: _____ Location: _____

Producer Information:

Full Name: _____

Company (if any): _____

Address: _____

Phone/Email: _____

Director Information:

Full Name: _____

Address: _____

Phone/Email: _____

Production Details:

Working Title: _____

Format / Length: _____

Budget: _____ USD

Shooting Start Date: _____

Projected Completion Date: _____

Payment Terms:

Total Production Fee: _____ USD

Payment Schedule and Method: _____

Section 1 – Engagement

Producer hereby engages Director and Director accepts engagement to direct the film production described herein on the terms and conditions set forth in this Agreement.

Section 2 – Duties of Director

Director shall perform all services necessary or reasonably incidental to directing the production, including but not limited to pre-production planning, casting, rehearsals, principal photography, and post-production consultation as required by Producer.

Section 3 – Compensation

Producer shall pay Director the Total Production Fee according to the Payment Schedule set forth above. All payments shall be made by check, wire transfer, or other mutually agreed method.

Section 4 – Work Schedule

Director agrees to adhere to the production schedule as reasonably determined by Producer. Director shall notify Producer promptly of any conflicts or delays.

Section 5 – Intellectual Property and Credits

All rights, title, and interest in and to the completed film shall belong solely to Producer. Director shall receive credit as 'Director' in the main titles or as otherwise reasonably agreed.

Section 6 – Warranties and Representations

Director represents and warrants that all services performed under this Agreement shall be original, free of claims of infringement, and performed in a professional and workmanlike manner.

Section 7 – Confidentiality

Director shall keep all information regarding the production confidential and shall not disclose any confidential or proprietary information to any third party without prior written consent.

Section 8 – Termination

Producer may terminate this Agreement at any time for cause or convenience upon written notice. Upon termination, Director shall be entitled to payment for all services rendered up to the date of termination.

Section 9 – Indemnification

Director shall indemnify and hold Producer harmless from any claims, damages, or liabilities arising out of Director's breach of this Agreement or negligence.

Section 10 – Insurance

Director shall maintain appropriate insurance coverage for the duration of the engagement as reasonably requested by Producer.

Section 11 – Independent Contractor

Director is engaged as an independent contractor and not as an employee, partner, or agent of Producer. Director shall be responsible for all taxes and statutory contributions arising from compensation.

Section 12 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. Any disputes shall be subject to the exclusive jurisdiction of the state or federal courts located in _____ County, _____.

Section 13 – Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, understandings, and agreements, whether written or oral.

Section 14 – Amendments

No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

Section 15 – Notices

All notices shall be in writing and delivered personally, by overnight courier, certified mail, or electronic means capable of confirming receipt to the addresses set forth herein or as otherwise designated.

Section 16 – Force Majeure

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, or governmental actions.

Section 17 – Non-Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Section 18 – Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder shall continue in full force and effect.

Section 19 – Waiver

Failure to enforce any provision shall not constitute a waiver of that provision or any other provision herein.

Section 20 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which taken together constitute one agreement.

PRODUCER'S SIGNATURE

DIRECTOR'S SIGNATURE

Signature: _____

Signature: _____

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