

**ACTOR EMPLOYMENT AGREEMENT  
(Loanout Format to Employ S.A.G. Actor)**

The following agreement (“Agreement”), dated as of \_\_\_\_\_, shall constitute the basic terms and conditions of the agreement between \_\_\_\_\_ (“Producer”) and \_\_\_\_\_ (“Lender”), a \_\_\_\_\_ Corporation, relating to the services of \_\_\_\_\_ (“Employee”):

**1. Engagement:** The Producer hereby engages the Lender to furnish the services of the Employee as an actor portraying the role of “\_\_\_\_\_” in connection with the feature-length motion picture presently entitled “\_\_\_\_\_” (“Picture”) pursuant to the terms and conditions hereof and the Lender hereby accepts such engagement.

**2. Services:** The Lender agrees to cause the Employee to render all such services as are required by the Producer and customarily rendered by actors in first-class feature-length theatrical motion pictures in the motion picture and television industry, at such times and places required by the Producer, and to comply with all reasonable directions, requests, rules and regulations of the Producer in connection therewith, whether the same involve matters of artistic taste and judgment.

**3. Start Date:** The Lender agrees to cause the Employee to render services hereunder exclusively to the Producer in connection with the principal photography of the Picture commencing on a date to be designated by the Producer (“Start Date”) and continuing for ten (10) consecutive weeks thereafter (Guaranteed Period”) or until completion of principal photography of the picture, whichever is later. The Start Date is presently contemplated by the Producer to be on or about \_\_\_\_\_. In addition, the Lender agrees to cause the Employee to render services in connection with rehearsals and pre-production of the Picture [as more fully described in Paragraph 4(c) hereof] commencing on a date to be designated by the Producer and continuing until the Start Date.

**4. Compensation:** Upon condition that the Lender and the Employee shall fully perform all services required of each of them under and that the Lender and the Employee are not in default hereunder, the Producer agrees to pay the Lender, as full and complete consideration for such services and for all rights transferred by the Lender and the Employee to the Producer hereunder, the following:

(a) **Guaranteed Compensation:** The sum of \_\_\_\_\_ Dollars (“Guaranteed Compensation”) accruing in ten (10) equal weekly installments commencing on the Start Date. No additional compensation shall accrue or be payable with regard to the first two (2) weeks (“Free Weeks”) of Employee’s services hereunder immediately following the Guaranteed Period. The Guaranteed Period and the Free Weeks are sometimes referred to collectively herein as the “Minimum Employment Period.”

(b) **Additional Compensation:** If the Producer shall require the Lender to furnish the Employee’s services hereunder in connection with the principal photography of the Picture beyond the expiration of the Minimum Employment Period, the Producer shall pay the Lender

the sum of \_\_\_\_\_ Dollars (“Weekly Compensation”) for each additional week of such services, prorated as hereinafter provided.

(c) Pre-Production Services: The Lender shall cause the Employee to render such exclusive services in connection with the rehearsals, pre-production meetings, costume fittings, make-up and other customary pre-production services as may be required by the Producer. Notwithstanding anything to the contrary contained in this Agreement, the Fixed Compensation specified in Paragraph 4(a) hereof shall also constitute full and complete consideration to the Lender for any such pre-production services.

(d) Post-Production Services: The Lender shall cause the Employee to render such customary services (including, without limitation, looping, added scenes and retakes) in connection with the post-production of the Picture as may be required by the Producer, subject to the Employee’s prior conflicting professional commitments. Notwithstanding anything to the contrary contained in this Agreement, the Guaranteed Compensation specified in Paragraph 4(a) hereof shall also constitute full and complete consideration to the Lender for the first two (2) days (consecutive or non-consecutive) of such post-production services, and the Producer shall pay the Lender the Weekly Compensation set forth in sub-paragraph (b) above for each additional week of post-production services which the Producer may require hereunder beyond the Minimum Employment Period and the two (2) additional days described in this paragraph prorated as hereinafter provided.

(e) Deferment: Provided that the Employee shall appear recognizably in the Picture as released in the role in which the Employee is engaged hereunder, a contingent deferment (“Deferment”) in the amount of \_\_\_\_\_ Dollars payable, if at all, out of the first sums which would otherwise constitute “net proceeds” of the Picture (“Net proceeds” shall be defined, computed, accounted for, and paid in accordance with the provisions of Exhibit “A” attached hereto.) The Deferment shall be payable pari passu with all other contingent deferments which are payable out of first sums which would otherwise constitute “net proceeds” of the Picture.

(f) Contingent Compensation: Upon condition that the Employee appears recognizably in the Picture as released in the role in which the Employee is engaged hereunder, the Lender shall be entitled to receive an amount equal to \_\_\_\_\_ percent of one hundred percent (\_\_\_\_\_% of 100%) of the net proceeds, if any, of the Picture.

The parties hereto acknowledge that the Producer has granted to \_\_\_\_\_ (“Distributor”) the right to distribute the Picture, in perpetuity, in any and all media by any means whatsoever, throughout the universe. The Producer shall cause \_\_\_\_\_ (Distribution Company) to compute, account for and pay the Lender’s share of “net proceeds” hereunder directly to the Lender in accordance with the terms and provisions hereof.

Notwithstanding anything to the contrary contained in this Agreement, to the maximum extent permitted under the 1989 Producer’s Screen Actors Guild Codified Basic Agreement, as amended in 1992 (“Basic Agreement”), all amounts paid to the Lender pursuant to this Paragraph 4(f) shall be applied against and in reduction of any so-called residual, reuse or supplemental market use payments required to be paid to the Lender pursuant to the Basic Agreement on account of the Employee’s services hereunder and all such residual, reuse or

supplemental market use payments required to be paid to the Lender pursuant to the Basic Agreement shall be applied against and in reduction of any amount payable to the Lender pursuant to this Paragraph 4(f).

(g) Payday: All payments to the Lender hereunder shall be payable on the Producer's regular payday in the week following that week during which such payments shall have accrued.

(h) Employee's Services: The Employee's services hereunder shall be rendered as the Lender's employee. The Lender hereby agrees that the Lender will fully perform and discharge, and that the Producer shall have no responsibility or liability on account of, any and all obligations of an employer with respect to the Employee and the Employee's services hereunder, including, but not limited to, the withholding and/or payment of any sums required to be withheld and/or paid by such employer to any government authority, or pursuant to any guild or union health, welfare or pension plan, or on account of any other so-called fringe benefits, based on or resulting from the services rendered by the Employee hereunder or the compensation paid to the Lender for such services, and the Lender agrees to and does hereby indemnify and hold the Producer harmless from and against any such liability or obligation.

Notwithstanding the foregoing, the Producer shall, upon receipt of appropriate invoices from the Lender, reimburse the Lender the amount, if any, which the Lender actually pays to any applicable collective bargaining organization's pension plan and health and welfare plan on account of the services rendered by the Employee hereunder. In no event shall the amount required to be paid by the Producer pursuant to this subparagraph exceed the amount which the Producer would have been required to pay if the Employee rendered services hereunder as the Producer's employee-for-hire.

(i) Agency Payment: All payments to the Lender hereunder shall be made to the Lender's Agent: \_\_\_\_\_, and the Lender hereby authorizes the Producer to make all such payments as aforesaid.

**5. Travel and Expenses:** The Producer shall either provide the Lender or the Employee, as the case may be, with, or reimburse the Lender for (as Producer shall determine), the cost of the following in connection with the Employee's service at any place outside of \_\_\_\_\_ ("Location").

(a) Transportation: Three (3) round-trip air fares, first class, if available, between \_\_\_\_\_ and any Location where the Employee is required to render services hereunder in connection with the Picture, plus one (1) additional round-trip airfare, first-class, if available, on an if-used and one-time basis only, between \_\_\_\_\_ and any Location;

(b) Expenses: The sum of \_\_\_\_\_ Dollars for each week the Producer shall require the Employee to be at a Location in order to render services hereunder, commencing on the date of the Employee's arrival at the Location and continuing until the Employee's departure therefrom. Sums specified in this Paragraph 5(b) shall be payable at the beginning of each week, in lieu of payment for any and all expenses incurred by the Employee while at the Location and shall be prorated on the basis of a seven (7) day week in the event of

any partial week. The Lender hereby authorizes the Producer to pay the foregoing expense allowance directly to the Employee;

(c) Motor Home: One (1) small motor home during any period in which the Producer shall require the Employee's services at a Location;

(d) Car: The use of a car during any period when the Producer shall require the Employee's services at a Location;

**6. Dressing Facilities:** At all times when the Employee is required to render services, hereunder, the Producer shall provide the Employee with separate dressing facilities, if available.

**7. Credit:** Upon condition that the Employee shall appear recognizably in the Picture as released, the Producer shall accord the Employee credit in connection with the Picture as follows:

(a) On Screen: On screen on a separate card, the main titles, below or after the title of the Picture, in the first or second position to be determined by alphabetical order with the other cast member guaranteed credit in first or second position, in a size of type no smaller than seventy-five percent (75%) of the size of type used to display the title of the Picture and in a size of type no smaller than the size of type used to accord an individual "directed by" credit to the director of the Picture;

(b) Paid Advertising: In all paid advertising for the Picture issued by or under the control of the Producer (subject to the customary exclusions of each distributor/broadcaster of the Picture), below or after the title of the Picture, in first or second position to be determined by alphabetical order with the other cast member guaranteed credit in first or second position, in a size of type no less than thirty-five percent (35%) of the size of type used to display the title of the Picture, and in a size of type no smaller than the size used to accord an individual "directed by" credit to the director of the Picture. Notwithstanding the foregoing, the Employee shall receive such credit in all excluded advertising issued by or under the control of Producer in which any other cast member is accorded credit, other than award, nomination, congratulatory, institutional or film market or festival advertising.

All other matters with respect to the Employee's credit, including the position in which the Employee will receive credit in paid advertising if the Employee shall be entitled to receive such credit, shall be in the Producer's sole discretion. The Producer agrees to use its good faith efforts to cause all third-party distributors to comply with the provisions of this Paragraph 7. No casual or inadvertent failure to comply with the provisions of this paragraph nor any failure by third parties to comply with their agreements with the Producer shall constitute a breach of this Agreement by the Producer. Upon notice to the Producer of its failure to comply with the provisions of this Paragraph, the Producer agrees to correct such error in paid advertising issued by or under the control of the Producer prepared after the Producer's receipt of such notice (allowing for an adequate period of time after receipt of such notice to implement such correction).

**8. Breach of Agreement:** In the event of any breach by the Producer of this Agreement, including, without limitation, any breach of the provisions of Paragraph 7, the Lender and the Employee shall be limited to the Lender's remedy at law for damages, if any, and shall not have the right to terminate or rescind this Agreement or to enjoin or restrain in any way the production, distribution, advertising or exploitation of the Picture.

**9. Name and Likeness:** The Lender hereby grants to the Producer the exclusive right to use the Employee's name, likeness, voice and/or biography in connection with the production, exhibition, advertising and other exploitation of the Picture and all subsidiary and ancillary rights therein, including, but not limited to, sound recordings (in any configuration) containing all or any part of the original or re-recorded soundtrack, music, lyrics and/or dialogue from the Picture, publications, merchandising and commercial tie ups; provided, however, that in no event shall the Employee be depicted as using or endorsing any product, commodity or service other than the Picture without the Lender's prior consent. In the event the Employee's name and/or likeness is used in connection with merchandising, the Producer shall pay or cause to be paid to the Employee a pro rata share (payable among all members of the cast of the Picture whose name and likeness is used) of percent of the "net receipts," if any, actually received by the Producer from the exploitation of merchandising utilizing the Employee's name and/or likeness, other than in any listing of cast credits for the Picture. "Net receipts" shall be computed and accounted for in accordance with the customary accounting practices of the distributor of the Picture.

**10. Promotion and Publicity Services:** The Lender agrees to cause the Employee, subject to the Employee's prior conflicting professional commitments, to participate in such promotional activities, including, without limitation, television and radio appearances, photo sessions, interviews, appearances at premieres and similar activities, as the Producer may reasonably request and the Guaranteed Compensation specified in Paragraph 4(a) hereof shall also constitute full and complete consideration to the Lender for such services. The provisions of Paragraph 5 hereof shall be applicable with respect to any services required of the Employee pursuant to this Paragraph 10. The Lender acknowledges the importance of conducting such promotional and publicity services, and agrees to cause the Employee to cooperate fully in connection therewith.

**11. Insurance/Air Transport:** The Producer shall have the right to apply for and take out, at the Producer's expense, life, health, accident, cast or other insurance covering the Employee, in any amount the Producer deems necessary to protect the Producer's interest hereunder. Neither the Lender nor the Employee shall have any right, title or interest in or to such insurance. The Lender and the Employee shall assist the Producer in obtaining such insurance by submitting to usual and customary medical and other examinations and by signing such applications, statements and other instruments as may be required by any insurance company. In the event the Employee fails or is unable to qualify for such insurance at customary rates, the Producer shall have the right to terminate this Agreement by written notice to the Lender, given on or before the Start Date.

Employee shall not engage in any conduct prohibited by any policy of insurance obtained by the Producer in accordance with this Paragraph 11 (to the extent that the Lender or the Employee knows or should have known of such prohibition).

**12. Default:** No act or omission of the Producer hereunder shall constitute an event of default or breach of this Agreement unless the Lender and the Employee shall first notify the Producer in writing setting forth such alleged breach or default and the Producer shall not commence reasonable efforts to cure said alleged breach or default within thirty (30) days after receipt of such notice. Upon any breach by the Lender and/or the Employee of any of the terms and conditions of this Agreement, the Producer shall immediately have the right, exercisable at any time after becoming aware of such breach, to suspend the Lender's engagement hereunder and/or to terminate this Agreement by so notifying the Lender in writing; provided, however, that if such breach shall occur after principal photography of the Picture, the Producer will notify the Employee of such breach and will afford the Employee forty-eight (48) hours after such notice to cure the alleged breach. The Producer's election to suspend this Agreement shall not affect its right to thereafter terminate this Agreement.

In the event of a suspension pursuant to this Paragraph 12, the Producer's obligation to make the payments described in Paragraph 4 hereof shall likewise be suspended. In the event of a termination pursuant to this Paragraph 12, the Lender shall be entitled to no further compensation hereunder. The foregoing shall in no way limit any other remedy which the Producer may have against the Lender.

**13. No Obligation to Proceed:** Nothing herein contained shall in any way obligate the Producer to use the Employee's services hereunder or to include the results and proceeds of the Employee's services in the Picture or to produce, exhibit, advertise or distribute the Picture. Notwithstanding the foregoing, upon the condition that the Lender and the Employee shall fully perform all of the material terms and conditions hereof, nothing contained in this Paragraph shall relieve the Producer of its obligation to pay to the Lender the Guaranteed Compensation specified in Paragraph 4(a) hereof and the Producer's obligations to the Lender hereunder shall be deemed fully performed by payment to the Lender of said amount. Notwithstanding the foregoing, if the Producer shall suspend production of the Picture due to an event of force majeure and shall fail to recommence said production, the Producer shall pay to the Lender only that portion of the Guaranteed Compensation which shall have accrued prior to such suspension.

**14. Notices:** All notices hereunder shall be in writing and shall be given either by personal delivery, telegram or telex (toll prepaid) or by registered or certified mail (postage prepaid), and shall be deemed given here under on the date delivered, telegraphed or telexed or a date forty-eight (48) hours after the date mailed. Until further notice, the addresses of the parties shall be as follows:

LENDER: \_\_\_\_\_  
(Lender)  
  
\_\_\_\_\_  
(Address)  
  
\_\_\_\_\_  
Fax:  
  
With copy to: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Fax:

PRODUCER:

\_\_\_\_\_  
(Producer)

\_\_\_\_\_  
(Producer Address)

\_\_\_\_\_  
Fax:

With copy to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Fax:

**15. Assignment:** The Lender agrees that the Producer may assign this Agreement, in whole or in part, at any time to any party, as the Producer shall determine in its sole discretion.

**16. Miscellaneous:** This Agreement shall be governed by the laws of the State of applicable to agreements executed and wholly performed therein and all parties hereby consent to the jurisdiction of the courts of said State in the event of any dispute hereunder. This agreement shall not be modified except by a written document executed by both parties hereto. The Paragraph headings used herein are for the convenience of the parties only and shall have no legal effect whatsoever.

**17. Lender’s Agreement with Employee:** The Lender hereby represents and warrants that the Lender is a duly organized and existing corporation and is presently in good standing under the laws of the state of its incorporation, that the Lender has a valid, binding and subsisting agreement with the Employee pursuant to which the Employee is obligated to render services exclusively to the Lender for at least the full term of this Agreement and that, by the terms of such agreement, the Lender has the right to enter into this Agreement with the Producer for the furnishing of the Employee’s services hereunder and to grant to the Producer any and all of the services and rights herein set forth. The Producer shall pay directly to the Lender all of the compensation that would have been payable to the Employee had the Employee rendered services directly to the Producer in the first instance, and the Producer shall not be obligated to make any payments of any nature whatsoever to the Employee. In no event shall the Lender’s failure to pay any amounts to the Employee be deemed to constitute a breach of this Agreement by the Producer.

**18. Entire Agreement:** This Agreement (including Exhibit “A” attached hereto and by this reference made a part hereof) contains the full and complete understanding between the parties with reference to the within subject matter, supersedes all prior, agreements and

understandings whether written or oral pertaining thereto, and cannot be modified except by a written instrument signed by each party. The Lender acknowledges that in entering into this Agreement neither it nor the Employee has relied upon any representation or promise not expressly contained herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date and year first indicated above.

\_\_\_\_\_  
("Lender")

\_\_\_\_\_  
("Producer")

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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