

## SERVICE AGREEMENT

This letter of engagement outlines a service agreement between \_\_\_\_\_  
[NAME OF DIRECTOR] ("Independent Contractor") of \_\_\_\_\_ [DIRECTOR'S  
ADDRESS], and \_\_\_\_\_ [PRODUCTION COMPANY NAME] ("The  
Company") with an office at \_\_\_\_\_ [ADDRESS OF  
PRODUCTION COMPANY] is effective as of \_\_\_\_\_ [TODAY'S DATE].

**Services.** The primary service ("Services") to be provided by the Independent Contractor to The Company is the filming, editing and production of 1 piece audio / visual content for distribution by \_\_\_\_\_ [NAME OF COMPANY] and its affiliates (the "Content"). The Contractor services are in connection with the production of one episode of the Series, currently entitled \_\_\_\_\_ [NAME OF SERIES] "(Episode Number)". Independent Contractor shall submit an outline for the piece of content and will not begin work on it until approved by \_\_\_\_\_ [NAME OF PRODUCTION COMPANY]. The budget for the clip is \$\_\_\_\_\_.

**Work for Hire.** The Independent Contractor understands and agrees that all of the Independent Contractor's work performed and materials and ideas created for The Company during the term of this agreement shall be the sole property of the The Company, including unpublished and unedited footage shot in connection with the Content. The Independent Contractor transfers to The Company any and all right and interest he may possess in such intellectual property and other assets created in connection with or derived from the Independent Contractor's work for The Company. The Content shall be deemed a "work made for hire", as such term is defined under the copyright laws of the United States, with Company as the author and exclusive owner thereof. Independent Contractor shall not use, publish or distribute the Content without the approval of The Company.

**Confidentiality.** In addition, the Independent Contractor agrees to keep confidential and not make use of, during and after the Independent Contractor's service term, trade secrets, and confidential information, knowledge or data related to The Company and its partners' businesses or future business plans.

**Term.** Effective as of \_\_\_\_\_ [TODAY'S DATE]

**Fee.** \$\_\_\_\_\_ per final edited clip. Independent Contract is responsible for all costs in excess of approved budget amounts. The Independent Contractor will submit an invoice via email to \_\_\_\_\_ [NAME OF PRODUCTION COMPANY] and will be paid within 30 days of receiving it.

In consideration of the Services and for the rights granted herein, Company shall pay the Contractor, the all-inclusive sum of \$\_\_\_\_\_ (the "Fee"), as follows:

- i) \$\_\_\_\_\_ upon completion of final cut;
  - a) rough outline of story lines
  - b) Viewing of rough cut of clip for fine tuning
  - c) fully executed standard Company interview releases for all interview subjects, visual releases for visual images where applicable and location releases where applicable;

- d) final credit list;
- e) a video clips with no illegal use of copyrighted images, music, logos
- ii) format: (a) broadcast quality DVD
- iii) Please send DVDs and/or mail to: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[ADDRESS OF PRODUCTION COMPANY]

This agreement may be cancelled at any time by The Company should The Company determine the services rendered to be inadequate or should The Company not require the services based on a change of business needs. Termination of this agreement must be received in writing and any services provided until date of termination notice (based on Independent Contractor's accounting of hours) will be prorated and paid by company within 4 weeks of date of termination notice.

The Company

\_\_\_\_\_ [NAME OF PRODUCTION COMPANY]

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

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

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Independent Contractor:

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

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

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_