

Deal Memorandum for _____ [PROGRAM]

ENGAGOR: _____ [NAME OF PRODUCTION COMPANY] ("Producer")

ENGAGEE: _____ [NAME OF PERSON] ("Artist")

RE: _____ [NAME OF PROGRAM] ("Program")

ADDRESS OF ENGAGEE:

SOCIAL INSURANCE NUMBER OF ENGAGEE:

ARTIST HEREBY CONFIRMS VIA THE ATTACHED CAVCO DECLARATION THAT ARTIST IS A (CHECK ONE OF THE FOLLOWING):

_____ CANADIAN/ CITIZEN; OR

_____ US/ CITIZEN; OR

_____ PERMANENT RESIDENT OF "COUNTRY" WITHIN THE MEANING OF THE IMMIGRATION ACT

IF PERMANENT RESIDENT, DATE OF LANDING: _____

PROVINCE/STATE OF RESIDENCE:

TERMS OF ENGAGEMENT:

POSITION:

PROJECTED START DATE:

SALARY/FEE:

OVERTIME RATE:

ALL FEES TO BE PAYABLE WITHIN 30 DAYS OF PRODUCER'S RECEIPT OF INVOICES, TO BE SUBMITTED (CHECK ONE):

_____ BI-WEEKLY IN EQUAL INSTALMENTS

_____ UPON COMPLETION OF SERVICES

_____ OTHER (SPECIFY):

ALL INVOICES SHALL BE MADE OUT TO PRODUCER (INCLUDING REFERENCE TO PRODUCER'S ADDRESS) AND SHALL INCLUDE THE FOLLOWING INFORMATION: ARTIST'S NAME, ADDRESS, PHONE NUMBER, GST NUMBER (IF APPLICABLE), PROGRAM TITLE, DATES SERVICES PROVIDED, RATE, INVOICE NUMBER (E.G. INVOICE #301) AND INVOICE NUMBER IN RELATION TO TOTAL INVOICES FOR THE SERVICES (E.G. INVOICE 2 OUT OF 5).

ADDITIONAL TERMS (if any):

TERMS AND CONDITIONS

1. Producer hereby engages Artist to perform the duties which are customarily performed by an individual in the position set out above in the film and television industry.

2. The results and proceeds of Artist’s services hereunder shall constitute “work done in the course of employment” for Producer in accordance with Canadian copyright law, and “work made for hire” for Producer in accordance with United States copyright law and, as such, shall be the exclusive property of the Producer, in perpetuity. To the extent that the results and proceeds are determined not to constitute “work done in the course of employment” and “work made for hire”, Artist hereby transfers and assigns to Producer all right, title and interest of whatsoever kind and nature, including copyright and all ancillary rights therein, throughout the world, in any and all languages and media now known or hereafter devised in perpetuity and hereby waives any and all moral rights or similar rights in and to the results and proceeds of the services hereunder.

3. Producer shall have the right to terminate this agreement at any time. Upon such termination, Producer’s sole obligation shall be to pay Artist for services provided prior to the date of termination.

4. For all purposes of this agreement Artist shall be deemed to be an independent contractor. Artist agrees to assume sole responsibility for payment of income tax and for all statutory employer and employee contributions including contributions for CPP, Employment Insurance, Workers’ Compensation and Employer Health Tax. Artist agrees to indemnify and hold harmless Producer for any cost incurred by it as a result of Artist’s failure to make any such payment or remittance.

5. Producer shall have the right to photograph or sound record the Artist in connection with the Program hereunder (the “Footage”). Producer shall own all copyright in the Footage and may use the Footage, as it desires (including but not limited to for the purposes of DVD extras, “making ofs”, or promotional material), in all media now known or hereafter devised, throughout the universe and in perpetuity.

6. Neither this agreement nor the services may be assigned or delegated by Artist. Producer may assign this agreement without the consent of Company.

7. Artist shall treat as confidential and not disclose or reveal to third parties, other than business advisors or as required by law, any information relating to the Program, the services provided by Artist hereunder, or any information about Producer’s business activities which Artist may have access to or acquire in the course of providing services hereunder.

8. This agreement shall be governed by and construed according to the laws of the (Province/State of...) and the federal laws of (Country) applicable therein. The parties hereby expressly attorn to the exclusive jurisdiction of the courts of the (Province/State of_____)

Agreed And Accepted this _____ day of _____, _____.

Name

Witness

_____ [NAME OF PRODUCTION COMPANY]

per: _____
[AUTHORIZED SIGNING OFFICER]