Producer's Agreement

1. {Type Party Here}

Dated 200●

Barcelona

Bristol

Brussels

Cologne

Copenhagen

Frankfurt

Helsinki

London

Madrid

Paris

Rotterdam

St Petersburg

Silicon Valley

Tallinn

Thames Valley

The following Producer's Agreement can be used for other personnel involved in the making of the film. Users of this agreement should be aware that each film production is different and that specific amendments need to be made to suit the particular circumstances of a film. This agreement should not be used for actors. Particular attention should be paid to the assignment of copyright provision. If anyone involved in the production of the film creates anything that is original or is a copyright work, then these rights must be assigned to the production. It is always best to include this provision as a general catch-all. It is also essential that this type of agreement is freely assignable since the production company will most likely have to assign their rights and all of their agreements to the bank or financiers of the film in return for their money. The other clauses are self explanatory.

Contents

1. Engagement 0

2. Services 0

3. Independent Contractor 0

4. Term 0

5. Consideration 0

6. Exclusion 0

7. Warranties and Indemnity 0

8. Rights 0

9. Further Assurance 0

10. Credit 0

11. Expenses 0

12. Right to Assign 0

13. Entire Agreement 0

14. No Partnership 0

15. Governing Law 0

16. Clause Heading 0

**This Agreement** is made on 200●

**Between**:

1. ● of ● (the "Company"), and
2. ● of ● (the "Producer").

**Whereby it is agreed** as follows:

## Engagement

The Company hereby engages the Producer and the Producer hereby agrees to render his services throughout the period of this engagement as a Producer in relation to a [cinematograph film and soundtrack] [television programme] associated therewith based upon [●] and tentatively entitled [**"**●**"**](the **"Film"**) which the Company proposes but does not undertake to produce.

## Services

The Producer shall be responsible for preparing:

### a detailed and comprehensive budget for the Film which shall be a bona fide and informed estimate of all expenditure likely to be incurred in the course of production of the Film including all fees payable by reference to any use of exploitation of the Film as clearly indicated therein as well as the cost of any completion guarantee and a contingency;

### a production and shooting schedule for the Film; and

### a cash flow schedule for the Film and shall deliver each of the aforesaid as soon as reasonably possible but in any event no later than [● 200●].

### (Other) (add roles/other tasks as appropriate)

## Independent Contractor

The Producer acknowledges that his services are being rendered to the Company as an independent contractor and that at no time shall the Producer become an employee of the Company.

## Term

This agreement shall commence on the date hereof and shall continue until completion of the services required of the Producer hereunder.

## Consideration

As full and final consideration for the services to be performed by the Producer and for all rights in the products thereof granted to the Company hereunder the company shall pay to the Producer the sum of [●](●) payable as to [●] on the date hereof and as to [●] upon delivery of the last of the items specified in clause 2 hereof.

## Exclusion

The Company shall have complete control of the production of the Film including but not limited to all artistic controls and the company shall not be obliged to make use of the services of the Producer hereunder or to include the products thereof in connection with the Film and subject to the company complying with its obligations under clause 5 hereof no failure of the company in either respect shall give rise to any claim whatsoever by the Producer for alleged loss of professional standing or opportunity for the Producer to enhance his professional standing.

## Warranties and Indemnity

### The Producer hereby, agrees, warrants, represents and undertakes as follows:

#### that he is free to enter into this agreement;

#### that he will render all the services normally performed by a first class film Producer conscientiously and to the best of his skill and ability as, when and where required in accordance with the general requirements of the Company;

#### that he will not without the prior written consent of the Company make any statement of disclosure or supply any information to any person, firm or corporation (other than to his professional advisers) in relation to any matter or thing within his knowledge by reason of the rendering of this hereunder;

#### that he will not pledge the Company's credit or enter into any commitments or negotiate contracts on its behalf.

### The Producer hereby indemnifies and shall at all times keep the company fully and effectually indemnified from and against all actions, proceedings, costs, claims, damages and losses whatsoever suffered or incurred by the company in consequence of any breach or non-performance by him of any of the agreements, representations, warranties and undertakings on his part contained in this agreement.

## Rights

In consideration of these presents and insofar as any contributions of the Producer may give rise to the same the Producer hereby grants and assigns to the Company exclusively by way of assignment of present and future copyright the entire unencumbered copyright and all other rights of whatsoever nature in and to all products of the services of the Producer hereunder throughout the world to hold the same unto the company absolutely for the full period of copyright therein including all renewals and extensions thereof and thereafter (insofar as the Producer is able to grant and assign the same) in perpetuity.

## Further Assurance

The Producer shall at the Company's expense perform all such further acts, deeds and things and execute all such further deeds, documents and instruments a may from time to time be reasonably required to vest in or further assure to the Company all the rights herein expressed to be granted and assigned to the Company.

## Credit

Provided that the Producer shall fully perform all of his obligations hereunder the Producer shall receive a credit on the positive prints and/or tape of the Film and the company shall determine in its sole discretion the manner and size of such credits. No casual or inadvertent failure of this provision shall constitute or be deemed a breach of this agreement. [or set out specific credit i.e. "produced by •"]

## Expenses

The Company shall reimburse the Producer for all expenses incurred by him relating to his services as Producer and such expenses shall require the prior written approval of the Company.

## Right to Assign

The Company shall be entitled to assign this agreement in whole or in part to any third party provided that the Company shall remain liable for all its obligations hereunder notwithstanding such assignment.

## Entire Agreement

This agreement contains the entire agreement of the parties and may only be varied by written instrument signed by both parties.

## No Partnership

Nothing herein contained shall be construed or deemed to constitute a partnership or joint venture between the parties hereto and save as expressly herein provided no party shall hold itself out as the agent of the other.

## Governing Law

This agreement shall be read and construed in all respects in accordance with and shall be governed by the laws of England and the parties hereby submit to the jurisdiction of the English Courts.

## Clause Heading

The clause headings in this agreement are for the convenience of the parties only and shall not limit, govern or otherwise affect its interpretation in any way.

**As witness** the hand of the parties hereto the day, month and year first above written.

**Signed** by a duly authorised )

representative for and on )

behalf of **The Company** in the )

presence of: )

**Signed** by the said **Producer** )

in the presence of: )