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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **PROD. NUMBER** | **PRODUCTION TITLE** | | | |  | **EMPLOYMENT START DATE** | | **EMPLOYMENT END DATE** | | |
|  |  | | | |  |  | |  | | |
|  | | | | | | |  | | |
| **EMPLOYEE INFORMATION** | | | | | | | | | | |
| NAME | | | | CREDIT TO APPEAR IN FILM AS | | | | | | |
|  | | | |  | | | | | | |
| PHONE | | EMAIL | | CREW POSITION ON FILM | | | | | | |
|  | |  | |  | | | | | | |
| EMERGENCY CONTACT | | | RELATIONSHIP | | | | | | PHONE | |
|  | | |  | | | | | |  | |

**TERMS AND CONDITIONS OF EMPLOYMENT**

1. VOLUNTARY EMPLOYMENT: The Employee is providing their services on a voluntary basis and it is hereby understood that there will be no form of compensation, monetary or otherwise, for the services that Employee provides to the Production.
2. MEALS: The Production will provide meal breaks and/or food service at approximately six (6) hour intervals.
3. CREDIT: The Employee will have a name credit in the completed film that will read as listed in Employee Information.
4. TERM: The Production reserves the right to terminate or dismiss Employee at any time.
5. NO WAIVER: The terms and conditions of this deal memo are binding on Production and Employee and shall not be waived or altered by any method. Any alterations to this deal memo inconsistent with these conditions of employment shall be null and void.
6. WAIVER OF LIABILITY: The Employee releases, holds harmless and indemnifies Florida State University, its officers, employees and students from any and all liability for any injuries or damage occurring to their person or property, or any injuries or damage caused by the Employee to other persons or property, during the period of their association with this production.
7. WORK-FOR-HIRE: Florida State University shall be the owner of all of the results and proceeds of employee’s services, including any copyright, trademark and any other intellectual property rights in any work or property created by Employee, or anyone under Employee’s direction. Employee acknowledges that Employee’s work is a “work made for hire” within the scope of Employee’s employment, and therefore Florida State University shall be the author and copyright owner of any work created under this agreement. In the event that any of the proceeds of Employee’s work are not considered a work for hire, then Employee’s copyright to such work is hereby assigned to Florida State University.
8. PUBLICITY: Employee shall not directly or indirectly circulate, publish or otherwise disseminate any news story, article, book or other publicity concerning the Motion Picture, or Employee’s or others’ services without Production's prior written consent, provided that Employee may issue personal publicity mentioning the Motion Picture so long as such references are not derogatory. Employee has permission to show a videotape of Motion Picture in connection with seeking future employment. Production shall have the right to use the Employee’s name, voice, picture and likeness in connection with the Motion Picture, the advertising and publicizing thereof, and any promotional films or clips respecting the Motion Picture without additional compensation therefore.
9. ARBITRATION: This Agreement shall be interpreted in accordance with the laws of the State of Florida, applicable to agreements executed and to be wholly performed therein. Any controversy or claim arising out of or in relation to this Agreement or the validity, construction or performance of this Agreement, or the breach thereof, shall be resolved by arbitration in accordance with the rules and procedures of AFMA, as said rules may be amended from time to time with rights of discovery if requested by the arbitrator.

**THE UNDERSIGNED HAVE READ AND AGREE TO THE ABOVE TERMS:**

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| EMPLOYEE SIGNATURE |  | DATE |
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| PRODUCER SIGNATURE |  | DATE |