

## ACTORS CONTRACT

Name of actor

Name of production company  
c/o Agent (if there is one)

Company address

Actor or Agent's Address

Date \_\_\_\_\_

Dear \_\_\_\_\_ (name of actor)

This letter confirms agreement that you will take the part of \_\_\_\_\_ (name of actor) in the film \_\_\_\_\_ (title). This is the working title and the final name of the film may change. As you know, this is a low budget production and we are keen to ensure that everyone understands the basis upon which the Film is being made. If there is anything about this letter that you do not understand or you wish us to clarify, please do not hesitate to contact us.

1) You agree to be available to work during the filming period ("the Shoot")

from \_\_\_\_\_ to \_\_\_\_\_ (name the exact dates).

2) You agree that the filming will take place in the following locations

\_\_\_\_\_

3) You agree to give over any rights you may have in the finished film to \_\_\_\_\_ (name of production company or producer). This will allow us to distribute the film in any and every way we can.

4) We will pay a fee of \_\_\_\_\_ for your performance in this film. The fee is payable within 28 days after the performance was given.

5) We will aim to ensure that working days are not longer than 10 hours.

6) We will do our best to ensure your health, safety and welfare during the shoot.

7) We will have public liability insurance to cover you during the shoot.

8) We will provide you with food and refreshments throughout the shoot. We will liaise with you over your travel arrangements to and from the sand either provide transport or pay travel expenses which we need to agree in advance.

9) We will provide you with a VHS of the finished Film within 3 months of the completion of all post production.

signed by the actor  
the company

signed on behalf of

date

date

## SHOOTING PEOPLE GOOD ENOUGH CONTRACTS

These contracts are designed to be 'good enough' for low budget filmmaking. If you have a commission from a TV station or are making a fully funded feature film, you should seek to use the PACT contracts (Producers Association for Cinema and Television – [www.pact.co.uk](http://www.pact.co.uk)) which are based on full Equity fees and contain a great deal more details about exclusivity, overtime and repeat fees and copyright clearances.

These contracts are designed to be as clear as possible – no fancy legal language just plain English. They have been drawn up in consultation with a professional media lawyer, Mark Lloyd.

The contract should be printed out on company letterhead.

2 copies signed by the producer should be sent out – one for the actor to keep and one for them to sign and return.

## WHAT ARE THESE CONTRACTS FOR?

A contract is there to protect - to protect the producer and to protect the actor.

A contract makes sure there is as much clarity as possible between both partners so both know what to expect from the other.

You should always use a contract with your actors no matter how informal the shoot. It will save you from the consequences of any misunderstandings or disagreements further down the line.

The Shooting People Actors Contract contains things that the actor promises to do – such as turn up. These are covered in the first 3 clauses which start 'you agree'

And things the producer promises to do – such as provide insurance. These are covered in the last 6 clauses which start 'we will'.

## AT THE VERY LEAST

Shooting People members expect that at bare minimum, a producer will pay for travel and food expenses, provide a copy of the finished film and provide Public Liability Insurance to cover the crew and cast for any accidents during the production.

We strongly urge you to retain these elements to the contract, even if you amend or remove other clauses.

## RIGHTS AND PAYMENT

Creative people such as directors, writers, composers and actors automatically own the rights to their own creative contribution to a film. In order to sell or show a film the producer needs to control all the rights to the film.

On a fully funded production, the producer pays the actor money in exchange for which the actor assigns all (or some) of the rights in their work to the producer.

On low budget films the producer is often paying the actor a minimum fee or even no fee at all. Yet they must still obtain the rights they need to distribute the film even if they simply wish to show it online for free.

Ideally actors will agree to assign all rights in a short film or low budget feature when they sign the contract. Largely speaking these films do not make much, if any, return on their original budgets and those involved are doing so in order to progress their careers so asking for all rights to be assigned is a reasonable request. However you may be forced to be specific about the distribution rights you want to clear with the contract – they are primarily CINEMA, TV, FILM FESTIVALS, INTERNET, VIDEO AND DVD.

The draft contract is filled in with the Equity Film School rate - £36 a day - this **does not** legitimise your shoot in the eyes of Equity, these rates are intended only for film school productions, separate rates apply to low budget productions. See the 'Paying Actors' FAQ for more detail on actors rates. If your film is very low budget and your actors have agreed to waive their fee, simply remove this clause.

## DEFERED PAYMENT CONTRACTS

Both producers and actors are aware that every low budget feature is a potential Blair Witch even though the odds are very low indeed. It may be that you have an actor who you consider to be essential to the production whose agent is not prepared to sign away all rights for no fee or for only the Equity film school fee. In this case you may want to consider an additional deferred payment contract which promises to pay the actor more money if and when the film is a commercial success. [see Deferred Payment Contract]