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Actor Release and Agreement

This Agreement ("**Agreement**") is entered into as of _____ ("**Effective Date**") between _____ ("**Production Company**") and _____ ("**Actor**").

Production Company and the Actor (each a "**Party**" and collectively referred to as the "**Parties**") agree to the following:

1. **Purpose of this Agreement.** The Production Company is producing a film titled _____ ("**Production**") and wishes to engage the Actor to perform in the role of _____. ("**Role**"). This Agreement outlines the terms of this engagement and delineates the responsibilities of each Party.
2. **Services:** The Production Company engages the Actor to perform in the Role in the Production and to provide the customary pre-production, post-production, and publicity services that are required by the terms of this Agreement. These services are collectively referred to as the "**Services.**" The Actor understands that despite this engagement, the Production Company is not obligated to use the Services or to include the results or proceeds of the Services in the final version of the Production.
3. **Term:** This Agreement commences on the Effective Date and terminates on the last day that the Actor provides the Services to the Production Company, unless the Production Company terminates this Agreement prior to that date. The Actor will only be paid for the days worked during the Production, as specified in the Work Schedule. The Production Company reserves the right to terminate this Agreement at any time, with or without cause. In the event of termination, the Actor releases and discharges the Production Company from any and all liabilities that may result from the termination of this Agreement, the abandonment of the Production, or the failure to use the Services in the Production.
4. **Compensation:**
 - a. **Daily Compensation:** If the Actor is not in material breach of this Agreement, the Actor will receive a daily compensation rate of _____ (USD) for each day worked on the Production (the "**Daily Rate**") in accordance with the Work Schedule.
 - b. **Daily Rate for Additional Services:** The Daily Rate, as specified in section a, applies to any additional pre-production and post-production days, if applicable, and is considered full compensation for those Services.

5. **Work Schedule:** Based on the Production Schedule, the Actor will perform the Services starting on _____ (“**Start Date**”) until _____ (the “**Production Period**”).
- a. **Table Read & Additional Days:** The Actor will also provide up to ____ days of Services before the Start Date for rehearsals/table reading, as well as up to _____ days of Services after the Production Period, if any, that will be used for retakes, pickups, dubbing, and looping of the Production at the agreed compensation Daily Rate. Any Services required by the Production Company before and after the Production Period will be subject to Actor’s professional availability. The Actor acknowledges that the Services performed during pre or post-production may or may not be consecutive depending on the pre or post-production schedule of the Production.
 - b. **Role Schedule:** The Actor's role schedule may consist of as few as ___ day(s) or up to ____ day(s) of the Production period, dependent on the Production Company’s daily call sheets for that Production Period. Payment is contingent upon the Actor's actual attendance on the days specified for the role, as recorded by the Production Company, and will only be made for the days worked.
6. **Credit:** Provided that the Actor is not in material breach of this Agreement, completes the Services, and appears recognizably in the Production, the Actor shall receive the following credit in connection with the Production:
- a. _____ as _____
 - b. All other matters with respect to credits in connection with the Production will be subject to the Production Company’s sole discretion, including, without limitation, the size, style, position, and color.
7. **Publicity Services:** If applicable and subject to the Actor’s professional availability and approval, the Actor will perform (without additional compensation) a reasonable and customary amount of publicity services required by the Production Company in connection with the Production.
8. **Transportation, Living Expenses, Accommodations, and Expenses:** The Actor acknowledges that the Production Company will not be responsible for reimbursing transportation, living expenses, accommodations, or travel expenses during the Production.
- a. **Dressing Facility:** The Production Company will provide the Actor with a temporary enclosed area as a dressing facility at the location.

9. **Ownership:** The Actor acknowledges that the Production Company is the sole owner of all rights in the Production and that the results and proceeds of the Services are commissioned explicitly by the Production Company and are therefore deemed "works made for hire" under U.S. copyright law for the Production Company. The Actor irrevocably assigns to the Production Company in perpetuity all rights, title, and interest (including, without limitation, all copyrights and all renewals and extensions) in the Services and the result and proceeds of the Services. The Actor acknowledges that the Production Company's rights include the right to use the Services in the Production and connection with the exploitation of the Production, and the Actor waives all moral rights (as such term is commonly understood throughout the world) in connection with the Services. The Actor understands that Actor has no ownership interest in the Production, and the Production Company (including its successors and assigns) has the sole right to exploit the Production in all media created at any time worldwide.

10. **Indemnity:**

- a. **Actor's Indemnity:** The Actor agrees to indemnify and hold harmless the Production Company, including its employees, officers, directors, shareholders, agents, assignees, and licensees, from all claims, liabilities, damages, judgments, costs, and expenses (including reasonable attorney's fees) arising from or in connection with Actor's breach of this Agreement. The Production Company will promptly notify the Actor in writing of any claim or litigation that triggers the indemnification under this section 10.a.
- b. **Production Company's Indemnity:** The Production Company shall indemnify and hold the Actor harmless from any Associated Costs incurred by the Actor as a result of any third-party claim or action, excluding any arising from the Actor's breach of the representations, warranties, agreements, or certifications in this Agreement, or from any criminal or intentional tortious acts committed by the Actor, related to the development, production, distribution, and/or exploitation of the Production or any element or ancillary rights of the Production.

11. **Name and Likeness:** The Actor grants the Production Company the right to use, and to allow others to use, the Actor's name, voice, approved likeness, and/or approved biography (collectively referred to as the "Likeness") in connection with the production, exhibition, advertising, promotion, and/or other exploitation of the Production, in any media created at any time, in perpetuity, and throughout the universe. The Actor represents and warrants that they have the right to make this release, and to the best of their knowledge (including what they should have known with reasonable diligence), these rights conveyed will not infringe on the rights of any third party. The Actor assigns to the Production Company all rights, titles, and interests that they may have in any media, created at any time, in which any or all of the Likeness has been captured in connection with the Production, along with full assignability rights. This release will be binding on all of the Actor's successors-in-interest and heirs. However, nothing in this

release will be considered a grant of rights to use the Likeness in connection with merchandising without the Actor's express written consent.

12. **Breach of this Agreement:** In the event that either party breaches the provisions of this Agreement, the non-breaching party will provide the breaching party with written notice of the breach. The breaching party will then have five business days to cure the breach. If the Production Company breaches the Agreement, the Actor's remedy will be limited to a claim for monetary damages, and the Actor waives their right to terminate the Agreement or to enjoin or interfere with the development, production, distribution, or exploitation of the Production.
13. **Prior Agreements and Enforceability:** This Agreement replaces all previous agreements on the subject matter made before the Effective Date. If a court finds that any term or portion of this Agreement is invalid, illegal, or unenforceable, the remaining parts of the Agreement will continue to be in effect.
14. **Relationship between the Parties:** The Actor is performing the services under this Agreement as an independent contractor. This Agreement does not create any form of agency, joint venture, partnership, or employment relationship between the Parties.
15. **Confidentiality:** The Parties agree to keep the terms of this Agreement, Production screenplay and all Production proprietary information confidential but may share it with their professional advisors.
16. **Assignment and Successors:** This Agreement may only be assigned by the Production Company and, if assigned, will be binding on the Production Company's successors, heirs, and assignees.
17. **Amendments:** All changes to this Agreement will only be valid and binding on the Parties if made in writing and signed by all Parties.
18. **Waiver:** A waiver of one breach of this Agreement is not a waiver of any other breach.
19. **Law and Forum:** This Agreement will be governed by and construed in accordance with the laws of the state of _____ ("**State**"). All disputes arising under this Agreement shall be submitted to binding arbitration under the rules of the American Arbitration Association (AAA) in the State. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in any court having jurisdiction. The prevailing Party in arbitration will be entitled to costs and legal fees.
20. **Notices:** Any notices will be sent via email to the addresses below and will be effective on receipt.

21. **Additional Terms:**

- a. Compensation will be payable _____.
- b. Invitations to premieres, screenings, and film festivals are at the availability of the Production Company and mutual availability of the Actor without additional compensation. The Production Company will not reimburse travel and lodging expenses for attendance to these events.

The Parties have each read this Agreement and understand and agree to its terms:

ACCEPTED AND AGREED:

Production Company

Actor

By: _____

By: _____

Date: _____

Date: _____

Address: _____

Address: _____

Email: _____

Email: _____