

 **CONTRACT OF AGREEMENT DATED\_\_\_\_\_/\_\_\_/\_\_\_\_\_ BETWEEN:**

**Prod Co / Agency / Contact Agent**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

For employing the services of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name) as Director on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TV commercial / Production titled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FEES & CONDITIONS**

The agreed fee will be \_\_\_\_\_\_\_\_\_\_\_ (state currency) based on a total of \_\_\_\_\_ shoot days, ie/ \_\_\_\_\_\_\_\_\_ per shoot day and based on a fixed schedule commencing on \_\_\_\_\_\_\_\_\_\_ (date) and completing on \_\_\_\_\_\_\_\_\_\_ (date).

**Any changes to this schedule must be approved by both Agent and Director and a new contract sent.**

Prep time and PPM attendance in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,Travel days, Recce (if required), Shoot in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ based on \_\_\_\_ days filming, Dir’ Cut, T’cine attend, agreed post-production and all Agent / loan out fees included.

This fee does not include extra recce time or post-production time (outside of Mpeg supervision) that goes beyond the Directors Cut or agreed completion dates of this contract which would require re-negotiation with the Agent.

Shoot days that exceed 16 hours from call time and extra shoot days will require re-negotiation of the aforementioned fee with the Agent.

**TRAVEL**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(**The production company) shall be responsible for all costs and organization of the Directors travel arrangements including transfers and ground transport from his/her home to local airport and return. Allow \_\_\_\_\_\_\_\_ (state currency) each way x \_\_\_ journeys.Flights should be \_\_\_\_\_\_\_\_\_\_\_\_\_ class and from \_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and back to \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Visa costs including bikes/couriers for passport collection (if required) will be reimbursed by the production company to the Director / Agent on proof of receipts or billed on the 1st 50% invoice.

**HOTEL**

Theproduction company (?) shall be responsible for all costs and organization of the Directors accommodation throughout the production period. Hotel should be of 5 star standard and include breakfast as required and all internet usage/connection charges.

**PER DIEMS / PHONE USAGE**

Per Diems based on \_\_\_\_ (state currency) commencing from Directors arrival to departure to be handed to him/her in full when checking into the hotel. Local SIM card to include making or receiving international calls to be handed on arrival. If not possible then it is agreed that the Directors mobile phone costs will be reimbursed on presentation of appropriate receipts to include roaming charges.

**WEATHER DAY**

A weather day is deemed to be where the shoot has to be delayed by 24 hours due to poor weather conditions. In the event that weather days are required the Director will be paid an additional fee of \_\_\_\_\_\_\_\_ (state currency) per weather day which is equal to 50% of his agreed single day fee.

If the Director has to stop while shooting on location as a result of poor weather and this results in an extra days filming then this will be 100% of his normal shoot day fee.

**CANCELLATION / POSTPONEMENT**

By confirming the Director and the aforementioned schedule he is effectively unavailable to entertain other projects for the booked period.

If the project is cancelled for any reason outside of the Directors control or responsibility, more than 24 hours prior to his departure in order to begin pre-production there would be a cancellation fee of 50% of his total fee. Within 24 hours prior to his departure (or during filming / post-production) would incur 100% of his total fee.

In the event of postponement there will be an additional charge of 1 shoot day fee for each week that this occurs and while all efforts will be made to accommodate the new dates, if this results in the Director not being able to shoot the project due to his other commitments or client delivery dates then the same formula for cancellation would apply.

**COPIES OF THE FINISHED FILM**

The production company agrees to cover the costs of sending a copy of the on air version plus any Directors Cuts of the completed project on high res’ uncompressed quicktimes once aired.

**INSURANCE**

It is the responsibility of \_\_\_\_\_\_\_\_ (the production company) to ensure that the Director is covered against injury, sickness, death or accidents while his/her services are employed by them. Medical bills, repatriation and any production costs caused by these aforementioned problems must therefore be covered by the production company’s appropriate insurance and acceptance of this contract confirms that this liability is with them and adequate insurance cover has been taken.

**PAYMENT TERMS**

The agreed Directors fee shall be paid regardless of the TV commercial/project being aired / used or not. All transfer charges to be paid by the Production Company and must be clearly marked on their bank instruction to ensure the Director / Agent receives the full fees as invoiced.

The 1st 50% of the Directors fee including any visa costs / taxi’s / other production-related costs eg/ storyboards must be paid prior to the departure of the Director. The 2nd 50% within 30 days after the last day of shooting.

**The Director retains his creative and moral copyright of his material up to the point of being paid in full as protected under the Advertising Producers Association rules.**

**DISPUTES**

In the event of a dispute then if a satisfactory conclusion cannot be obtained then the production company will be invited to choose 2 further production companies to support their argument. Equally the Agent will invite 2 of their ADA colleagues to counter or argue their own position. If the result concludes without a proportional agreement then a representative from the Advertising Producers Association (APA) will act as arbitrator whose decision shall be final.

Should JSA have to take legal action against the commissioning company then this will be determined and decided under British Law. If this results in a successful claim against the commissioning party then the commissioning company also agrees to cover all legal expenses and costs incurred by JSA – the signatures from both parties accepts this is a fair method to resolve any disputes and agrees to this condition of the agreement.

Pease confirm your acceptance of all the aforementioned terms and conditions by signing this document and then faxing/emailing it back to me on + 44 207 289 8900 (fax number)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (email)

For and behalf of the Production Company

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Producer)**

For and behalf of the Agent

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name)**