**PERFORMANCE AGREEMENT**

Agreement entered into this [DATE], by and between [DIRECTOR] (“Director”) and [PLAYER] (“Player”).

A. Director intends to produce a [TYPE OF PROJECT] (“Picture”) based upon that certain screenplay tentatively entitled “[NAME OF PROJECT]” (“Screenplay”).

B. Director wishes to utilize the services of Player in connection with the Picture upon the terms and conditions herein contained.

**ACCORDINGLY, IT IS AGREED AS FOLLOWS:**

**1. ROLE:** Director hereby engages Player to render services as such in the role of [ROLE], in the Screenplay.

**2. SALARY:** The Player agrees to work for copy, credit, and meals provided all other terms are met. The Player understands that Player will receive zero monetary compensation for performance in this Picture.

**3. TERM:** The term of employment hereunder shall begin on or about [DATE] (“Start Date”) and continue until [DATE] (“End Date”). The Term shall include [DAYS] days of rehearsal.

**4. PLAYER’S ADDRESS:** All notices which the Director is required or may desire to give to the Player may be given either by e-mailing the same addressed to the Player at the e-mail address listed at the end of this agreement, or such notice may be given to the Player personally, either orally or in writing.

**5. PLAYER’S TELEPHONE:** The Player must keep the Director advised to where the Player may be reached by telephone without unreasonable delay. The current telephone number is listed at the end of this agreement.

**6. FURNISHING OF WARDROBE:** The Player agrees to furnish all modern wardrobe and wearing apparel reasonably necessary for the portrayal of said role; it being agreed, however, that should so-called “character” or “period” costumes be required, the Director shall supply the same. When Player furnishes any wardrobe, Actor shall receive a reasonable cleaning allowance and reimbursement for any soiled or damaged clothes.

**7. NON-UNION PICTURE:** Director makes the material representation that it is not a signatory to the SAG-AFTRA collective bargaining agreement or any other union or guild agreement. Player warrants that Player is not a member of any union or guild, memberships in which would prevent Player from working in this picture.

**8. PROMOTIONAL FILM:** Director shall have the exclusive right to make one or more promotional films of thirty (30) minutes or less and to utilize the results and proceeds of Player’s services therein. Player agrees to render such services for said promotional films during the term of Player’s employment hereunder as Director may request and Player further agrees to use by Director of film clips and behind-the-scenes shots in which Player appears in such promotional films. Player understands that Player will receive zero monetary compensation for performance in said promotional films.

**9. NAME AND LIKENESS:** Director shall have the exclusive right to use and to license the use of Player’s name, sobriquet, photograph, likeness, voice and/or caricature and shall have the right to simulate Player’s voice, signature, and appearance by any means in and in connection with the film and the advertising, publicizing, exhibition, and/or other exploitation thereof in any manner and by any means and in connection with commercial advertising and publicity tie-ups.

**10. TRAVEL EXPENSES:** Any right of Player to transportation and expenses pursuant to this Agreement shall be effective when and only when Player is required by Director to render services more than seventy-five (75) miles from Player’s principal place of residence. Player shall be reimbursed at the rate of [RATE] per mile for use of Player’s car to travel to distant locations.

**11. HEALTH AND SAFETY:** Director will use its best efforts to ensure Player’s health, safety, and welfare during filming of the Picture.

**12. FOOD:** Director will provide or cause Producer to provide Player with food and refreshments during those periods when Player’s presence is required at the filming of the Picture.

**13. EXHIBITION OF PROJECT:** Player agrees not to exhibit the Picture in public without the written consent of Director; provided, however, that Player may use portions of the Picture in which Player appears for Player’s demo reel.

**14. RELEASE:** The Player releases, holds harmless and indemnifies Director from any and all liability for any injuries or damage occurring to Player’s person or property, or any injuries or damage caused by the Player to other persons or property, during the period of Player’s association with Picture.

The Player certifies and represents that Player has read the foregoing and fully understands the meaning and effect thereof and intending to be legally bound.

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|  |  |  |
| **(Print)** Player Name |  | **(Print)** Director |
|  |  |  |
| Player Email Address |  | Director Email Address |
|  |  |  |
| Player Telephone Number |  | Director Telephone Number |
|  |  |  |
| Player Signature |  | Director or Authorized Agent Signature |

Player’s Credit

**If Player is a minor (under age 18), please complete the following:**

The Minor’s performance in the film will entail the following:

**(Print)** Parent/Legal Guardian Name

Parent/Legal Guardian Signature