

Crew deal memo

A template, not legal advice. Written for a short film made in the UK under the law of England and Wales; check it with a lawyer before you rely on it for anything that matters, and change it for Scotland or Northern Ireland if that is where you are.

Film (working title)	
Producer / production company ("the Producer")	
Crew member ("you")	
Your address, phone and email	
Role	
Dates (prep / shoot / wrap)	
Rate	£ per day · or a flat fee of £ · or deferred (see 3)
Kit you bring, and the rental for it	£ per day for:
Expenses paid	Travel to and from set · meals on set · other:
Credit	

The terms

1. The job. You will work in the role above on the dates above, on the Producer's reasonable directions, to the standard expected of your role, and you will follow the risk assessment and the 1st AD's safety instructions.
2. Hours and pay. A working day is ten hours including a meal break of at least half an hour; beyond that the Producer will agree overtime or time off with you in advance. You are engaged as a self-employed freelancer, responsible for your own tax and National Insurance, unless the Producer tells you in writing that you are employed for these dates; the Producer will pay the rate above within 30 days of your invoice, or on the dates agreed.
3. Deferral, if the rate is deferred. The deferred sum is £_____ per day / in total. It is payable only if and when the Film earns money from sales, licences, prizes or distribution, out of those receipts, after the Producer's direct costs of delivery and distribution and in proportion with every other deferral of the same kind, and the Producer will show you the accounts once a year on request. A deferral is not a wage, and no interest is payable on it.
4. Rights. Everything you create or contribute in your role (footage, sound, designs, edits, and anything else) belongs to the Producer: you assign to the Producer, by way of present assignment of present and future copyright, all rights in it throughout the world for the full period of copyright and afterwards, and so far as the law allows you waive your moral rights in it. You may show your own work on the Film in your portfolio and reel once the Film has been released or the Producer agrees.
5. Credit. The Producer will make reasonable efforts to credit you as set out above in the end credits, in a form the Producer decides; an accidental failure to credit is not a breach.
6. Kit. Kit you bring stays yours and at your risk unless the Producer has agreed in writing to insure it; the Producer's own hired kit is insured by the Producer. You are responsible for kit the Producer hands to you while it is in your care, ordinary wear and breakage in proper use excepted.
7. Confidentiality and conduct. Keep the script, the schedule, the cast and anything you see on set confidential until the Producer releases it, and post nothing from set without the Producer's agreement. Treat everyone on the production with respect; harassment or discrimination of any kind ends this engagement at once.
8. Cancellation and law. Either party may end this engagement on written notice; the Producer will pay for the days worked and any expenses already incurred. The Producer holds public liability insurance and, where anyone is employed, employer's liability insurance. This memo is the whole agreement between us and is governed by the law of England and Wales, whose courts have exclusive jurisdiction.

Crew member	For the Producer
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Signed:

Name:

Date:

Signed:

Name:

Date: