



Nicholson School of Communication and Media

ACTOR AGREEMENT FORM

THIS AGREEMENT, effective as of _____, is made by and between _____ ("Producer") and _____ ("Artist"), with respect to Artist's portrayal of the role " _____ " in the production of the project currently entitled " _____ " (the "Project").

1. **ARTIST'S SERVICES:** Artist shall render all services customarily rendered by actors in moving image projects and at all times promptly comply with Producer's reasonable instructions. Photography shall be exclusive and rendered consecutively until the completion thereof. After the completion of principal photography, Artist shall be available for customary post-production services, subject to his then existing prior professional commitments.

2. **COMPENSATION:** ARTIST acknowledges that he/she will receive no payment for his/her performance/services rendered with respect to the student's/Producer's project and that the consideration the actor is receiving in return is to further his/her experience/career.

3. **CREDIT:** Provided Artist is not in breach of this Agreement, Artist shall receive a credit, in substantially the following form:

a. _____ in the role of _____.

b. Artist's credit will be in the end titles of the Project.

c. All other aspects of credit and all other credits shall be at the sole discretion of Producer.

4. **PUBLICITY AND PROMOTION:** Producer has the unlimited right to use the name, voice and likeness of Artist to promote and advertise the Project. No product endorsement may be implied.

5. **REPRESENTATIONS AND WARRANTIES:** Artist represents and warrants that they are free to enter into this Agreement and will not do or permit any act which will interfere with or derogate from the full performance of Artist's services or Producer's exercise of the rights herein granted.

5. **WORK-MADE-FOR-HIRE:**

a. Artist hereby acknowledges that all of the results and proceeds of Artist's services produced for the Project hereunder are owned by the Producer or Producer's assignee. Producer shall have the right to use Artist's name and likeness with respect to distribution and exploitation of the Project. Producer may make such use of the Project and distribution of the Project as Producer, in its sole discretion, shall deem appropriate.

b. Artist hereby irrevocably grants, sells and assigns to Producer, its successors and assigns, all of Artist's rights, title and interest of any kind and nature, in and to the Project, including, without limitation, all copyrights in connection therewith and all tangible and intangible properties with respect to the Project, in perpetuity, whether in existence now or as may come into existence in the future.

c. Artist acknowledges that the Producer owns the copyright in and to the film that the Producer is creating and that the Artist has no interest therein.

6. INSURANCE:

a. Artist acknowledges that they will not be covered by UCF's workers compensation policy and Artist hereby accepts the risk of participating in the project without having any insurance coverage provided to him/her.

b. Artist also acknowledges that UCF does not provide any medical or auto insurance for Artist and that Artist is required to obtain his/her own medical and auto insurance policy. If Artist decides NOT to obtain his/her own medical and/or auto insurance, the Artist hereby expressly accepts any and all risk associated with such failure to obtain his/her own medical and/or auto insurance and hereby expressly agrees to RELEASE PRODUCER, UCF AND THE UCF BOARD OF TRUSTEES AND hereby waives any claims against PRODUCER, UCF AND THE UCF BOARD OF TRUSTEES in conjunction therewith. Artist hereby agrees to INDEMNIFY AND HOLD PRODUCER, UCF AND THE UCF BOARD OF TRUSTEES HARMLESS from any and all medical issues and/or other damages sustained, including, but not limited to injuries sustained by Artist, whether caused by UCF's negligence or otherwise, or while on the premises owned or leased by UCF.

c. Artist acknowledges that, aside from the exclusions already specifically referenced under 6.a. and b. above, UCF does not provide any other type of insurance for Artist and Artist hereby accepts the risk of participating in the project without having any insurance coverage provided to him/her.

7. MISCELLANEOUS:

a. Indemnification: Artist shall indemnify and defend Producer from and against any and all claims and damages arising from the breach of any representation or warranty of Artist hereunder to the extent such claim or damage does not arise out of a breach by Producer hereunder.

b. Arbitration. If not subject to the SAG arbitration provisions, disputes under this Agreement shall be settled pursuant to binding arbitration under the rules of the Independent Film and Television Alliance ("IFTA").

c. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising hereunder shall be in Orlando, Florida.

d. Assignment. Artist may not assign their rights or obligations hereunder without prior written consent of Producer.

e. The parties hereto agree to sign such other documents, do and perform and cause to be done and performed such further and other acts consistent herewith as may be necessary or desirable in order to give full effect to this Agreement.

f. This Agreement constitutes the entire agreement between the parties hereto with respect to all of the matters

herein and its execution has not been induced by, nor do any of the parties hereto rely upon or regard as material, any representations or writing whatsoever not incorporated herein and made a part hereof.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

Producer (production company or student responsible for production)

By: _____
Name of Student Responsible for Production

Producer Signature

Date: _____

Artist Name

Artist Signature

Date: _____

If Artist is a Minor:

ARTIST'S PARENT OR GUARDIAN AD LITEM Name

ARTIST'S PARENT OR GUARDIAN AD LITEM Signature

Date: _____