

NEW FILM PRODUCTIONS  
555 Making Movies Drive # 210  
Burbank, California 91510

As of January 13, 2009

ED ACTOR  
7689 Rodeo Drive.  
Beverly Hills, CA 90210  
SS # 555-00-0000

Re: "HORROR AT YOUR DOOR"

Dear Mr. Actor,

The following sets forth the basic terms and conditions of the agreement between New Film Productions, a sole proprietorship organized under the laws of California ("Producer") and yourself ("Artist"):

1. Employment: Artist hereby agrees to render services to Producer as an actor/actress to portray the role of "BOB JONES" in connection with Producer's motion picture presently entitled "HORROR AT YOUR DOOR".
2. Term/Exclusivity: Artist's services in principal photography shall commence on approximately January 30<sup>th</sup>, 2009 ("Start Date") and shall continue for twelve (12) days ("Guarantee Period") or through completion of Artist's services as may be required by Producer. Artist's services will be exclusive to Producer commencing with Artist's first day of shooting and continuing until completion of all services required by Producer in connection with principal photography including, during periods of suspension for force majeure and/or Artist's breach or incapacity.
3. Services: Artist shall render all such services as an actor/actress as shall be required by Producer to the best of the Artist's ability. Artist's services shall be rendered on location near Los Angeles, California, and at such other locations as Producer shall designate ("Location"). Artist's post-production services in dubbing, inserts or pick-ups, looping and wild lines shall be rendered at Producer's request, subject to Artist's prior professional arrangements, at times designated by notice from Producer. Artist agrees to become available as expeditiously as possible for any post-production services requested by Producer.
4. Compensation: Provided Artist is not in default hereunder and has performed all required services, Producer shall pay Artist the following compensation:

- (a) Guaranteed Compensation: The sum of Three Hundred Dollars (\$1200.00), at the rate of One-Hundred Dollars (\$100.00) per day for Four (12) Days (“Guaranteed Compensation”). Favored Nations among daily players.
- (b) Consideration: The Guaranteed Compensation shall constitute full and complete consideration for Artist's services in fittings, rehearsals, and after Start Date during principal photography for the Guaranteed period and one (1) “free” day (Favored Nations) for dubbing, insert, and pick-up shooting, looping, and wild lines
- (c) Cassette: Artist to receive One (1) DVD of motion picture.

The Guaranteed Compensation shall constitute full and complete consideration for all rights granted by Artist to Producer hereunder and for all of Artist's services during the Guaranteed Period, rehearsal days, and the “free” post production day.

SAMPLE ONLY

- (d) Overages: Artist's acting services in principal photography in excess of the guaranteed Period and the “free” day(s) referred to in Paragraph 3 above, and any required post-production services in connection with dubbing, looping, and wild lines or otherwise in addition to the “free” day Two-Hundred Dollars (\$200.00) per day.
5. Pay or Play: Nothing contained herein shall be deemed to obligate Producer to use Artist's services to produce, exhibit or otherwise exploit the Picture, Producer's sole obligation hereunder is to pay Artist the compensation as herein set forth, subject to and in accordance with the terms hereof.
  6. Billing: Provided Artist is not in material default hereunder and has substantially performed all required services hereunder and appears recognizably in the Picture as released, Artist shall be accorded credit on all positive prints of the Picture, and name to appear in all Paid Ads at Producer's discretion. Except as hereinabove provided, all matters with respect to credit (including, without limitation, size, placement and position) shall be determined by Producer in its sole discretion, no casual or inadvertent failure to comply with the aforementioned credit requirements shall be deemed a breach of its obligations under this paragraph 6.

7. Suspension/Termination: Notwithstanding anything to the contrary contained herein, in the event of a fire, flood, casualty, union or labor dispute, boycott, act of federal, state or local authority, death incapacity or default of the director, a principal member of the cast or other key personnel or for any other similar or dissimilar force majeure event, or in the event of Artist's mental or physical incapacity or Artist's default hereunder, Producer shall have the right, at its sole discretion, to suspend the rendition of Artist's services hereunder and payment of Artist of the Guaranteed Compensation and/or terminate this Agreement. In the event of termination under this paragraph, Producer shall be released from all further obligations to Artist with respect to the Guaranteed Compensation except for compensation accrued prior to any default, incapacity or force majeure event.
7. Ownership/Limitation of Remedies: Artist hereby grants to Producer as of the results and proceeds of Artist's services hereunder which shall be deemed a "work for hire" for Producer, and Producer shall be deemed to be for all purposes, the sole and exclusive owner and author thereof. All rights in and to the Picture, the component parts thereof, and the copyright therein and thereto, shall be owned by Producer for use throughout the universe in perpetuity for exhibition and dissemination by any and all media now known or hereafter devised. It is specifically acknowledged and agreed that the Guaranteed Compensation shall be deemed to include compensation for use, in connection with the likeness of Artist, including such uses as for trailers, a featurette depicting the process of producing the Picture, and merchandising and /or publishing. Without limiting the generality of the foregoing, film clips from the Picture and special scenes involving the production thereof, may be used in the exhibition of the featurette, and otherwise in the promotion or advertising of the Picture and the soundtrack album of the Picture, if any. Artist hereby acknowledges that in no event shall Artist be entitled to seek relief of any kind (e.g., Artist shall not seek nor be entitled to an injunction barring the production, distribution or exploitation of the Picture); Artist's sole remedy, if any, in the event of a breach or an alleged breach of the Agreement by Producer, shall be limited to an action at law for damages.
8. Notices: Until further notice, all notices required hereunder shall be to the addresses of the parties set forth hereinabove, with copies to:

For Producer: NEW FILM PRODUCTIONS  
555 Making Movies Drive # 210, Burbank, CA 91510

For Artist: ED ACTOR  
7689 Rodeo Drive., Beverly Hills, CA 90210

9. Insurance: Producer shall have the right to secure at Producer's expense, life, health, accident, cast or other insurance covering Artist, and Artist shall have no right, title or interest in such insurance. Artist will submit to usual and customary medical examinations, and will sign such applicable applications and other documents and will otherwise cooperate with Producer as reasonably required for insurance purposes. In the event Artist fails to qualify for such insurance at customary conditions, Producer shall have the right to terminate this agreement.
12. Unions: Artist acknowledges that Producer is not signatory to any unions and that Producer is not and shall not become signatory to any unions which purport to govern Artist's services in connection with this production or otherwise, and in no event shall Producer be obligated to make any payments whatsoever to any union or other collective bargaining unit with respect to Artist's services in connection with the Picture. Artist's services are not engaged by SAG signatory company, nor is the Picture subject to SAG jurisdiction.
13. Assignment: Producer may, by written instrument or otherwise, assign this Agreement or any of Producer's rights shall inure to the benefit of Producer and its successors and assigns and also to the benefit of all persons, firms and corporations who hereafter may acquire from Producer any rights hereunder. Artist shall have no rights of assignment.
14. Governing Law: This agreement is to be construed in accordance with the laws of the State of California.
15. Additional Merger/Documents: All prior agreements, memoranda, writings and understandings are merged herein, and this letter of agreement, when signed by Artist cannot be altered or amended, except by an instrument in writing executed by the parties. Each party agrees to execute and deliver such additional agreements, assignments and other documents as may be reasonably required by the other to protect, confirm or enforce the rights of such party or to carry the Agreement into effect.

By appropriate signatures below, Producer and Artist hereby confirm that the foregoing reflects accurately the Agreement governing Artist's services in connection with the Picture.

Mr. Ed Actor  
As of January 13, 2009  
Page 5

Very truly yours,

New Film Productions

By: \_\_\_\_\_  
"Producer"

AGREED TO AND ACCEPTED BY:

\_\_\_\_\_  
"Artist"  
ED ACTOR

SAMPLE ONLY