



PERFORMER AGREEMENT

Producer: **Screen D'Or Pictures, Inc.**

Project Title: **Knights of New Jersey**

Director: **Mike Hadley**

Producer: **Michael Scully**

Shoot Dates: **weather permitting,
October 24th & 25th, 2015**

Shoot Locations: **Patterson &
Verona, NJ**

PERFORMER NAME:	Kurt Benjamin Smith
PERFORMER ROLE:	Sir Robert
SOCIAL SECURITY #:	
ADDRESS:	
TELEPHONE:	479-650-4830
EMAIL:	kurtbenjaminsmith@gmail.com
TALENT AGENT & ADDRESS:	
BUYOUT FEE:	\$150 per shoot day worked (weather permitting) \$100 for rehearsal day/wardrobe fitting if applicable plus AGENT'S FEE of 10%
PAYMENT DIRECT TO PERFORMER OR AGENT:	

This Agreement is made between the above-named Producer and anyone authorized by Producer. For good and valuable consideration, receipt and sufficiency of which the parties acknowledge, the parties hereby agree to the following:

- 1. GRANT OF RIGHTS.** Performer agrees to be filmed, videotaped and/or photographed on the date and location noted above. Performer consents to the use of his or her likeness/performance, in whole or in part, on film or videotape for the uses provided herein.
- 2. TERM.** In perpetuity
- 3. USE.** During the Term, Performer agrees that Producer and its assignees shall have full and complete right to use, distribute, reproduce, dub, edit, delete, add to, combine and/or exhibit Performer's performance hereunder in any manner or fashion they may desire for television, radio, publicity, print, direct mail, collateral pieces, point-of-sale, industrial use, Internet and/or any other media now known or hereafter devised.
- 4. PAY OR PLAY.** Producer shall not be under obligation to make, complete or use any aspect of the Performer's work, it being understood that Producer's entire liability hereunder shall be discharged by the payment of the applicable sums provided herein.



5. **COMPENSATION.** For all the rights and services provided by Performer under this Agreement, including but not limited to the film date and use period, Producer agrees to pay Performer and Performer agrees to accept the following compensation:

<i>\$100 Rehearsal/Wardrobe Fitting Day, if applicable:</i>	<u>\$100.00 + 10%</u>
<i>\$150 Shoot Day 10/24, if applicable:</i>	<u>\$150.00 + 10%</u>
<i>\$150 Shoot Day 10/25, if applicable:</i>	<u>\$150.00 + 10%</u>
Total Compensation:	<u>\$440.00</u>

6. **OWNERSHIP.** Performer acknowledges and agrees that all of "Knights of New Jersey" shall be and remain the sole and absolute property of Producer and Performer shall have no right, title or interest of any kind in or to said program or any component part, element or reproduction thereof. Performer waives any right to inspect and/or approve finished product or advertising or other materials produced in connection with this release.

7. **PERFORMER'S RIGHT TO CONTRACT.** Performer hereby warrants and represents to Producer, that Performer has the full right and authority to enter into this Agreement with respect to his/her services; that Performer has not limited, by agreement with others, his/her right to perform services hereunder; and that Performer has the full ability and right to do any and all things called for by this Agreement.

Performer warrants s/he is 21 years of age or older, or that s/he shall have a parent or legal guardian sign this Agreement where indicated below with the understanding that all terms herein shall be binding upon Performer and the parent or legal guardian who signs below.

8. **SEVERABILITY.** If any provision of this Agreement shall be found for any reason to be unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.

9. **NOTICES.** Any notices or demands required or permitted by law, or by any provision of this Agreement, shall be in writing, and may be delivered personally by reputable private delivery service, or by registered or certified U.S. mail.

10. **ENTIRE AGREEMENT.** This Agreement is the complete and exclusive statement of the terms of the agreement between Producer and Performer with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral. No modification, rescission or waiver of this Agreement shall be valid unless in writing and signed by the parties hereto.



11. **RELEASE.** Performer releases and holds harmless Producer, and each of its respective agents, employees and assigns and anyone authorized by any of them, from all liability, loss, claims, suits, damages (whether arising under contract, statute, tort or otherwise), fines or expenses (including attorneys fees), which Performer, Performer's agents, heirs, executors, administrators or assigns may have in connection with its performance of this Agreement, including but not limited to any personal injury as a result of or in connection with this production.
12. **COPY OF PROJECT:** Producer will provide Performer with an electronic file copy or DVD of the completed Project within 30 days after the completion of the Project. If the Project is not completed, Producer shall provide Performer with an electronic file copy or DVD within 30 days after the suspension of the Project.
13. **FURNISHING OF WARDROBE:** The Performer agrees to furnish all modern wardrobe and wearing apparel reasonably necessary for the portrayal of said role; it being, however, that should so-called "character" or "period" costumes be required, the Producer shall supply the same. When Performer furnishes any wardrobe, Performer shall receive a reasonable cleaning allowance and reimbursement for any soiled or damaged clothes.
14. **NON-UNION PICTURE:** Producer makes the material representation that it is not a signatory to the Screen Performers Guild collective bargaining agreement or any other union or guild agreement.
15. **NAME AND LIKENESS:** Producer shall have the exclusive right to use and to license the use of Performer's name, photograph, likeness and/or voice by any means in and in connection with the film and the advertising, publicizing, exhibition, and/or other exploitation of the film.
16. **HEALTH AND SAFETY:** Producer will use its best efforts to ensure Performer's health, safety and welfare during the Project.
17. **INSURANCE:** Producer warrants that he will maintain public liability insurance to cover Performer during the Project.
18. **FOOD:** Producer will provide Performer with food and refreshments during those periods when Performer's presence is required at the filming of the Project.
19. **EXHIBITION OF PROJECT:** Performer agrees not to exhibit the Project in public without the written consent of Producer; provided, however, that Performer may use portions of the Project in which Performer appears for Performer's demo reel.



Performer acknowledges that he/she has read all the above terms and conditions of this Agreement and agrees to all of them.

Performer's Name (Printed)

Signature Of Performer

A handwritten signature in black ink, appearing to read "Michael Kelly", written over a horizontal line.

Date

10/13/2105

Signature Of Producer

Date

NOTE: If the individual signing this Agreement is a minor (under age 21) a parent or guardian must also consent as follows:

I, the undersigned, represent that I am the _____ (mother, father or legal guardian) of the above-named minor, that I read and fully understand the above Talent Agreement and I do hereby consent to and approve all of its terms and conditions on his/her behalf as well as in my own capacity as parent or legal guardian.

Date: _____ Signature: _____