

Daily Crew Deal Memo

Production Student Name: _____ Film Title: _____
Course Name: _____ Position: _____
Employee/Volunteer/Participant Name: _____
Employee/Volunteer/Participant Telephone _____
Start Date: _____

In accordance with the Immigration Reform and Control Act of 1986, any offer of employment is conditioned upon satisfactory proof of applicant's identity and legal ability to work in the United States. (I-9 form attached)

Employment hereunder is of an "at will" nature and subject to termination without notice by either party. While employed hereunder, Employee's services shall be on an exclusive basis to _____ (Employer).

- 1) Services are for a minimum period of one day. There is no other guarantee of the period of services unless otherwise specified.
- 2) All purchases and rentals must be by Purchase Orders. Procedures governing purchase orders, petty cash expenses, and inventory of purchases are detailed in separate memos from accounting. Please read these memos and follow procedures.
- 3) Petty cash expenses not accompanied by receipts will not be reimbursed. There will be no reimbursement of any cellular phone charges without prior approval.
- 4) Employee is responsible for all recoverable items purchased. These must be reconciled with accounting during the last week of principal photography. All recoverable will be collected at wrap.
- 5) No sixth or seventh day or Holiday work will be paid unless authorized in advance by the Unit Production Manager. Overtime work may be authorized only by the Unit Production Manager.
- 6) Time cards must reflect actual hours worked, not hours guaranteed. Time cards must be signed by Employee and Employee's supervisor. Time cards must be turned in at wrap on the last workday of the week. Cards submitted after that time may be paid late.
- 7) All car allowances will be reflected and taxed on your weekly paychecks. Box rentals must be supported by an inventory of equipment rented, and will be paid weekly. All box rentals and/or car rentals will be prorated to reflect actual days worked in any calendar week.
- 8) Allowance, box rental or kit rental in excess of IRS guidelines will be reported and taxed according to current IRS regulations.
- 9) Employee hereby expressly authorizes the company to deduct any unsettled hotel incidentals incurred by the Employee or any reconciled petty cash advances from the Employee's paycheck.
- 10) The production office may help you with certain personal arrangements, (i.e. personal travel or shipping) but any service will have to have payment arrangements made in advance by check or credit card.
- 11) Transportation to and from distant location will be provided by Company. Employee is not to drive to a distant location unless approved by Company.
- 12) All traffic laws and highway regulations set forth by Texas Department of Transportation, State of Texas, all Texas Counties, & City of Austin must be followed. With prior approval, I may be reimbursed

for routine parking and toll fees. However, I understand that I am financially responsible should I incur any traffic tickets or related fines - including those toll-related – in the course of my affiliation with this project. (Fees indicate routine charges while fines indicate negligence.)

13) The services hereunder are subject to the applicable terms of such collective bargaining agreement, if any, which by its terms are controlling with respect to the services hereunder.

14) Employer reserves the right to discharge Employee at any time, subject only to the obligation to pay the balance of any earned and accrued compensation due. This agreement is subject to termination in the case of any suspension or postponement of production by reason of labor controversy, strike (or threat thereof), act of God, or any other customary "force majeure" reason.

15) Employer shall own all rights in and to the results and proceeds of Employee services on and in connection with the picture as a "work made for hire."

16) Employer may assign, transfer, license, delegate and/or grant all or any part of its rights, privileges and property hereunder to any person or entity. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. This Agreement and Employee's rights and obligation hereunder may not be assigned by Employee.

17) Unless subject to any other applicable written agreement, screen credit is at the producing company's sole discretion. If credit is granted, the name should read.

18) The Employee understands that there is an Injury and Illness Prevention Program in place on the production and confirms that he/she has read and understands the Safety guidelines for Production. Any Employee found in violation of a safety rule or guideline may be subject to disciplinary action, up to and including termination of employment

19) A Release and Indemnity Form will be required from each employee/volunteer/participant. This indemnifies and holds harmless The University of Texas at Austin, its governing board, officers, employees, and all associated representatives.

20) All travel outside a 25-mile radius of the University of Texas at Austin main campus must be reported at least two weeks in advance to the appropriate RTF Department staff. This is in compliance with University rules and regulations regarding travel.

21) All UT RTF Equipment Checkout rules will be followed in relation to the use of equipment owned by the University of Texas at Austin.

Accepted and agree to: _____ Date _____
(Employee/Volunteer/Participant)

Approved by: _____ Date _____
(Filmmaker, Production Student)

Box/Equipment Rental Addendum

The following equipment (itemized list attached) will be rented from the undersigned employee for the amount of \$_____/day.

Rental (circle one) is / is not paid for preparation time.

Agreed to by: _____ Date _____
(Employee/Volunteer/Participant)

Approved by: _____ Date _____
(Filmmaker, Production Student)

Product Placement Addendum

The undersigned represents, warrants, and agrees the undersigned will not enter (and/or authorize the entering of) any agreement with respect to any placement of products for on-screen exposure of any such product, item, and/or logo in connection with the picture, it being understood and agreed that any such agreement or arrangement shall be solely made by Employer and/or Production Resources department of Employer and/or the Distributor of the picture unless otherwise specifically requested and authorized in writing by such Production Resources Department.

Agreed to by: _____ Date _____
(Employee/Volunteer/Participant)

Approved by: _____ Date _____
(Filmmaker, Production Student)