

FORMAT OF AGREEMENT (ARTISTES / TECHNICIANS)

(Stamp Paper)

Date:

Dear Sir/Madam,

In continuation of the mutual discussion we had with your good selves, let us place on record the following terms and stipulations arrived at between ourselves:

1. That you have kindly consented work as _____ in/for our
Production No. _____
Tentatively Titled _____
Produced by _____
Directed by _____
Music by _____
Starring as _____ per day/contract basis.

2. That is consideration or your above services you shall be paid by us a consolidated sum of ₹ _____ (₹ _____) for the entire work in/for the said picture irrespective of time, in the following manner:-
 - A) ₹ _____
On signing this agreement/on or after the first schedule of the shooting of the said picture.
 - B) ₹ _____
During the production of the said picture in easy instalments/after every of four days of shooting.
 - C) ₹ _____
On or before the release of said picture in the circuit of _____

3. On per day basis you shall be paid ₹ _____
(₹ _____ only) on your every day of working but not for exceeding _____ days.

4. You shall not be entitled for any other claim other than whatever is covered under clause 2 or clause 3 and your entire service shall be for the only consideration as fixed in clause 2 or clause 3 and your irrevocably agree and undertake to adhere to the specification in clause 2 or clause 3.

5. That you do hereby agree and undertake to attend the sittings, rehearsals, discussions, shootings, extra shootings, dubbings or the like of the said picture whenever you are called for irrespective of day and night, indoor and outdoor.

6. During the tenure of your service with us in/for the above mentioned picture you may work with other producers also but you shall not cause to clash their dates with that of our requisite days.

7. That you shall always keep us well informed of your going out of Mumbai or abroad and you shall not cancel a date at any cost which is once granted to us for the shooting or sitting of whatsoever nature in relation with your duties and in case of failure you declare that you shall make amend to us for the entire loss if incurred by us due to your such failure.
8. That for shooting at locations out of Mumbai you shall be provided to and fro Railway's fare with Boarding and Lodging charges and you shall not be allowed to keep any companion with you.
9. That you shall work in the absolute satisfaction of the director, producers and their agents and in case of non co-operation from your side, this contract shall come to an automatic end and in such case you shall not be entitled for a claim of any kind vide clause 2 or clause 3 or otherwise. In case of such premature cancellation of contract in view of dissatisfaction of the producer/director with your services the amount paid till such cancellation shall be deemed full and final payment under the agreement and no association or federation shall have any jurisdiction in the matter.
10. The producers do reserve the absolute and unlimited copy right/performance right of your entire work and you shall not have any claim of whatsoever save the lien as per clause 2 or clause 3.
11. The Producers shall have the absolute right to dub the said picture to any other language or use its portions as stock shots and you shall not have any right to claim extra remuneration or royalty other than what shall be payable to you vide clause 2 or clause 3.
12. That you hereby solemnly affirm and declare that the story, screenplay, dialogues and/or songs written and or composed by yourselves for the said picture is/are of your own and your are competent enough to write for us and/or sell to us and the materials is/are free from all encumbrances. In cases of any claim raised on the said material from any corner of the world you shall be held solely responsible for the same. Moreover you do guarantee the producers that the material is legally valid under the law in force and you shall make good of the losses that may be sustained by us in respect of whatever is stated herein above.
13. That you do not solemnly affirm and declare that no person has got a claim against you which may be a ground for the objection to the registration of the said picture with any of the trade organizations or such other persons and even if proved otherwise it shall be your own entire liability to get such things settled to our entire satisfaction at your own cost. Provided that we ourselves take the initiative and get things cleared you irrevocably promise us and we accept to deduct an amount equivalent to the amount paid by us on your behalf plus the incidental expenses, from the amount due to be paid to you vide clause 2 or clause 3 of this agreement. In case such amount as in clause 2 or 3 is insufficient you irrevocably grant us the right to recover such amount which is insufficient plus further expenses as shall be incurred in recovering it from any other producers for whom you are working on any term or we shall be able to directly recover such insufficient sum from any of your interest or estate as we may feel fit.

14. That you shall make yourself available for the work for/in our said picture even after the same is censored, for the betterment of the said picture or in order to execute any directive from the Censor Board or so and we shall be given the first preference in obtaining such dates for such sitting or shooting or dubbing or so.
15. That the income-tax if any liable to be paid on your said remuneration shall be paid by you directly to the income tax authorities.
16. That in case of any dispute or difference arising out of the interpretation of this agreement it shall be referred to an Arbitrator in compliance with the Arbitration Act of 1940.
17. That the competent courts in Mumbai shall have jurisdiction on the hearing of any of the dispute arising out of this agreement.
18. Any breach of the terms of this agreement by either party shall render this agreement voidable at the option of the producers only.
19. That you do hereby declare that you are signing this agreement on having convinced yourselves of the contents and that you shall not commit any breach of the terms and once committed it shall be your liability to indemnify us of the consequent loss.
20. Please confirm the above.

I do hereby confirm the above

Your faithfully,