



This agreement is made by and between \_\_\_\_\_ ("Contractor") and \_\_\_\_\_ ("Producer"), producer of the student film tentatively entitled \_\_\_\_\_ ("Motion Picture"), a production of the Florida State University College of Motion Picture Arts ("College"). This Agreement shall bind the parties hereto upon its execution and shall become effective upon the date signed below.

- 1. SERVICES: Producer hereby engages Contractor to create works made for hire, and more specifically those works described as (said works hereinafter collectively referred to as "Work(s)):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 2. COMPENSATION: Producer shall pay the Contractor a total of \$\_\_\_\_\_ for all such services according to the following payment schedule:

- a. \$\_\_\_\_\_ upon execution of this Agreement
- b. \$\_\_\_\_\_ upon completion and delivery of the Work(s)
- c. Copy of Motion Picture: Producer agrees to furnish a DVD or high-resolution digital copy of the finished Motion Picture to the Contractor within 30 days of the finished product.

To the extent that the Producer makes changes to the plans and/or schedule which result in an increase in the cost of manufacturing the Work(s), the Contractor shall promptly notify the Producer of the approximate amount of such increase, in which case, the Producer and the Contractor shall in good faith determine an appropriate increase in the compensation payable to the Contractor.

- 3. DATES OF SERVICE: The services of the Contractor shall commence according to this schedule:

- a. Pre-production: \_\_\_\_\_ through \_\_\_\_\_
- b. Principal Photography: \_\_\_\_\_ through \_\_\_\_\_
- c. Post-production: \_\_\_\_\_ through \_\_\_\_\_
- d. Pickup Photography: \_\_\_\_\_ through \_\_\_\_\_

- 4. EARLY TERMINATION: The Producer may terminate this agreement at any time in the event of the failure of the Contractor to fulfill any of the obligations under this agreement. Prior to termination, the Producer shall provide written notice of the intent to terminate and shall provide the Contractor an opportunity to consult with the Producer regarding the reason(s) for termination. The Contractor shall be paid for services rendered up to the point of written notice of intent to terminate.

- 5. SCREEN CREDIT: If the Contractor's Work(s) are used, the Contractor shall receive screen credit at the end of the Motion Picture, to read: \_\_\_\_\_

- 6. NOTICES AND PAYMENTS: Contractor's monies and correspondence to be directed to the following address: \_\_\_\_\_  
\_\_\_\_\_

7. **OWNERSHIP OF WORK(S):** Contractor hereby acknowledges and agrees that the Work(s) and all other results and proceeds of Contractor's services hereunder have been specially ordered or commissioned by Producer for use as part of the Motion Picture, that the Work(s) shall constitute a "work-made-for-hire" as defined in the United States Copyright Act of 1976, that the College shall be the author of said work-made-for-hire and the owner of all rights in and to the Work(s), in accordance with the terms and conditions herein contained, including, without limitation, the copyrights therein and thereto, throughout the universe in perpetuity.
8. **RIGHTS OF OWNERSHIP:** The College has the perpetual, irrevocable right to modify the Work(s) in any way it sees fit and to use the Work(s) in connection with any and all exploitation of the Motion Picture in all media, including advertising and promotion of the Motion Picture.
9. **WARRANTIES AND REPRESENTATION:** Contractor hereby makes customary representations and warranties as to the originality of the Work(s), that the Work(s) violates no rights of any third party, that there will be no liens or encumbrances on the Work(s), and that the Producer will be free to use the Work(s) in the Motion Picture and the exploitation thereof.
10. **NO OBLIGATION TO USE:** Nothing herein contained shall be construed to obligate Producer to incorporate the Work(s) in the Motion Picture, or any other work.
11. **ENTIRE AGREEMENT:** This Agreement embodies the entire understanding of the parties hereto, supersedes any prior agreement respecting the Work(s) and may not be amended or modified, nor may any provisions thereof be waived, except by a writing signed by the party to be charged therewith.
12. **FLORIDA LAW:** This Agreement shall be construed, interpreted and governed by the laws of the State of Florida applicable to agreements wholly performed within said state.

**THE UNDERSIGNED HAVE READ AND AGREE TO THE ABOVE TERMS:**

_____	_____	_____	_____
CONTRACTOR	SIGNATURE	PHONE	DATE
_____	_____	_____	_____
PRODUCER	SIGNATURE	PHONE	DATE