

**DIRECTOR OF PHOTOGRAPHY DEAL MEMO**

Job name \_\_\_\_\_ Job # \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Director of Photography \_\_\_\_\_

Email Address \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

This will confirm that the production company \_\_\_\_\_ (hereinafter called "Producer") has retained the services of \_\_\_\_\_ as the Director of Photography, Federal ID # \_\_\_\_\_, (hereinafter called "Director of Photography") on our project as outlined below.

**1. DATE OF ENGAGEMENT**

Travel Day \_\_\_\_\_

Prep Day \_\_\_\_\_

Pre-light Day \_\_\_\_\_

Shoot Day(s) \_\_\_\_\_

Weather Hold \_\_\_\_\_

Down Day \_\_\_\_\_

**2. FEES**

Travel Day \_\_\_\_\_

Prep Day \_\_\_\_\_

Pre-light Day \_\_\_\_\_

Shoot Day \_\_\_\_\_

Down Day \_\_\_\_\_

**3. BOOKING PROCEDURE**

a) From the time the Producer calls to book the Director of Photography, it is understood that he booking request remains valid for a 24-hour period from the time of the booking. If Director of Photography does not confirm the booking within 24-hours there shall be no obligation on the part of the Producer to the Director of Photography.

b) When accepting a booking it is understood that a weather day hold is a professional courtesy provided to the producer, which makes the camera person available to shoot on the first available weekday following the canceled weather day. It is the responsibility of the producer to release the weather day hold on the camera-person as soon as the producer determines the shoot days are no in jeopardy of a weather day cancellation.

#### **4. CANCELATION / POSTPONEMENT**

In the event the production is canceled, postponed, or shortened, the following terms will apply:

##### **a. *Cancellation***

If the agency, client, or Producer cancels or shortens the production, the Producer shall be liable to the Director of Photography for lost revenue due to said cancellation within 10 days of payment to the production company by its client, provided that Producer has received such payment. It is recognized that the services provided by the Director of Photography hereunder are unique and extraordinary and the loss thereof cannot be adequately compensated in damages. Producer shall not be required to accept performance hereunder from anyone but the Director of Photography. Producer shall be entitled to injunctive relief to enforce the provisions of this agreement and the parties agree that any claim by the Producer for injunctive relief and / or damages shall be submitted to expedited arbitration before an arbitrator.

##### **b. Postponement**

If the job should move either two days forward or two days backwards from the dates of engagement and the schedule change does not conflict with other work booked by the Director of Photography, the Producer will not be charged for the change in schedule.

#### **5. CREW REQUESTS**

The Director of Photography and Producer shall have mutual approval of crew in the following categories: grip, electric, and camera department. If the Director of Photography requests specific crew-members, it is understood that those crew members work under the terms and conditions set by the Producer. These terms will be disclosed to the Director of Photography's representative at the time of the booking. If the requested crew fails to agree to the terms and conditions set by the Producer they may be replaced at the Producers discretion.

#### **6. RE-SHOOT**

In the event a re-shoot becomes necessary due to an error entirely on the part of the Director of Photography it is understood that Director of Photography will re-shoot job, in a timely fashion and without monetary compensation.

#### **7. TRAVEL**

Air travel shall be provided in the same class as the director. Per Diem shall be paid upon arrival at the location at the rate of \_\_\_\_\_ for the travel / scout / pre and shoot days as stated above.

#### **8. BILLING**

Director of Photography will submit invoices for all fees. These fees and payments are due and payable within 10 days of completion of photography unless under applicable state law earlier payment is required.

**INSURANCE**

Producer will provide Director of Photography with workers compensation insurance coverage as required by applicable state law for the entire duration of this project and subsequently agrees to provide verification of that coverage.

**9. ELEMENT / SHOW REEL**

The Director of Photography shall have access to the finished project on a master format when made available to Producer. These materials will be made available at no cost to the Producer, and the Director of Photography recognizes that he or she must obtain permission of agency / client for any use.

Please sign below and FAX BACK to acknowledge receipt of this deal memo. We are proceeding as if this agreement if acceptable to both Parties and need to know immediately if there are any questions or problems.

Agreed and Accepted \_\_\_\_\_

Date: \_\_\_\_\_

Director of Photography Representative

Agreed and Accepted \_\_\_\_\_

Date: \_\_\_\_\_

Production Company Representative

\*Terms of successor agreements are applicable.