

AGREEMENT BETWEEN PROVIDER AND A1FILMCREW

I, _____ (referred to hereafter as PROVIDER)
herein enter into this contract with A1FILMCREW (referred to hereafter as MANAGER)

Whereas, the above named PROVIDER intends to contract with the above named MANAGER for the performance of certain tasks herein mentioned;

Whereas, PROVIDER's principal place of business is located at the following address:

Whereas, PROVIDER declares that he/she has complied with all Federal, State, and Local laws regarding business permits and licenses that may be required to carry out said business and the tasks to be performed under this Agreement; and

Whereas, PROVIDER declares that PROVIDER is independently engaged in film & television business supplying services for various FIRMS;

Therefore, in consideration of the foregoing representations, PROVIDER and MANAGER hereby agree as follows:

1. **MANAGER Appointed** - PROVIDER hereby contracts with MANAGER to be his/her Booking & Management Service. PROVIDER does not perform same or similar services as MANAGER and will not compete for MANAGER's client FIRMS.
2. **Independent Contractors** - PROVIDER is not an employee of MANAGER. PROVIDER shall be hired by Entertainment Production Firms (referred to hereafter as FIRMS) not by MANAGER. PROVIDER will perform services under his/her own business name. MANAGER's company policy is to only represent and manage PROVIDERS who are legal Independent Contractors as that term is defined under State and Federal laws. FIRM will engage PROVIDER just for a particular job upon PROVIDER's acceptance. PROVIDER and MANAGER are in separate and independent businesses cooperatively. MANAGER, being business representatives and managers, are not in competition with PROVIDERS which are not in business as representatives and managers. As Independent Contractors, PROVIDERS are not expected to attend meetings.
3. **Providers Status** - PROVIDER must maintain valid PROVIDER status in order to maintain MANAGER representation. PROVIDER licenses are necessary and are governed by the Governing State Labor Commission. Copies of State Licenses and Tax Identification Numbers must be made available upon request.
4. **MANAGER's Payment Terms** - PROVIDER invoiced charges to FIRMS shall be paid to PROVIDER by FIRMS via MANAGER. Upon invoice payment clearing MANAGER's bank, MANAGER will mail PROVIDER all monies due less MANAGER's commission. PROVIDERS are not required to adhere to guideline charges, accounting terms and accounting conditions established by MANAGERS. These can be re-negotiated by mutual consent of concerned parties.
5. **MANAGER's Commission** - PROVIDER agrees that MANAGER's commission is **18% (EIGHTEEN PERCENT)** of the gross non-expense billing portion of the invoiced services. MANAGER does NOT earn commission on invoiced reimbursement of expenses such as mileage, medical kit rental or supplies used by Provider.
6. **No Earning Guarantee** - MANAGER does not guarantee PROVIDER any minimum amount of earnings. PROVIDER may perform services for many different FIRMS.
7. **Risk of Loss** - PROVIDER can incur a monetary loss in performing PROVIDER services if the FIRM does not pay the invoice submitted by PROVIDER. If, for any reason, payment is not received from FIRM, MANAGER and PROVIDER will work cooperatively to resolve any payment problems with said FIRM. However, MANAGER is not responsible for PROVIDER's earnings unless and until payment has been received from FIRM.

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8. **Taxes** - PROVIDER assumes the responsibility to pay Federal and State income taxes based on amounts received from MANAGER. PROVIDER will be sent Form 1099 by MANAGER as the accounting of income earned based on invoiced amounts received by PROVIDER.
9. **Social Security** - No FICA payroll tax shall be withheld from the payments received from FIRM by MANAGER. PROVIDER is responsible for paying social security taxes from amounts received based on invoices.
10. **Unemployment** - No unemployment insurance or disability insurance shall be paid by MANAGER on account of PROVIDER.
11. **Advances** - PROVIDER cannot receive advances from MANAGER on invoices due to be paid. No exceptions.
12. **Benefits** - PROVIDER is not eligible for pensions, bonuses, paid vacation, sick pay, etc. PROVIDER is responsible for his/her own Worker's Compensation Insurance. PROVIDER specifically waives any right to recover any damages from MANAGER for any work related injury not based on MANAGER's active negligence or willful misconduct.
13. **Equipment and Supplies** - PROVIDER shall supply all equipment, materials and supplies to accomplish the designated tasks except for MANAGER's contracts between MANAGER and FIRM. PROVIDER will not be reimbursed by MANAGER for any expenses incurred.
14. **Control Over Work** - PROVIDER retains the sole right to control or direct the manner in which the services described herein are to be performed. MANAGER has no right to change PROVIDER's methods of work or direct PROVIDER. MANAGERS shall have no direct supervision or control of PROVIDER's work performance. Services of PROVIDER are performed at FIRM's specified location and at FIRM's specified time.
15. **Invoices and Paperwork** - PROVIDER will be responsible for turning in all necessary paperwork (invoices, contracts, etc.) in a timely manner so that MANAGER may be better able to manage PROVIDER's accounting and accounts receivable. The only reporting to be done by PROVIDER to MANAGER is with regard to acceptance or refusal of FIRM's offer, receipt of assignment information, accounting information and accounts receivable.
16. **Schedules** - No routine or schedule is established by MANAGER. Schedules are to be established by the Labor Code of the Governing State and FIRM only. PROVIDER daily hours may vary from job to job.
17. **Right to Work** - PROVIDER shall be informed of FIRM's needing PROVIDERS based on FIRM's needs (availability, distance from location, other FIRM requests, etc.). MANAGER does not guarantee any PROVIDER work and does not represent that it will secure work for any PROVIDER on any priority, whether it be "seniority", "first come, first served", or any other such basis. PROVIDERS can and generally do encourage FIRMS to request them for future work. PROVIDERS are not assigned to any specific territories. MANAGERS will make reasonable efforts to respect all FIRM's requests if they are possible to fulfill.
18. **Discrimination** - MANAGER does not and will not discriminate on the basis of race, religion, national origin, age, sex or other arbitrary classification. Any act of discrimination having anything to do with this contract shall be brought to MANAGER's attention in writing immediately in order that prompt corrective action may be taken.
19. **Obligation to Work** - PROVIDERS are not required to report on or pursue leads which are furnished by MANAGERS. PROVIDERS have the absolute right of refusal with regard to following through on or accepting leads. PROVIDER has the ultimate control of who he/she will accept as customers/clients.
20. **No Assistants**- PROVIDER will perform all services personally. The nature of the PROVIDER services for FIRMS does not require use of helpers by PROVIDER.
21. **Training** - PROVIDER will receive no training by MANAGER. No work instruction will be given to PROVIDER by MANAGER on how to do his/her work.
22. **Advertising** - PROVIDER may advertise using any method possible. PROVIDER shall attempt to give FIRM leads to MANAGER. MANAGER's new clients are generally not solicited; they normally are referred by word of mouth, or through MANAGER's trade directory listings. Generally, FIRM's will learn of PROVIDERS services through PROVIDER's MANAGERS. Both MANAGER and PROVIDER hereby commit themselves to work cooperatively to obtain new clients for their independent businesses.

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23. **Trade Secrets** - Customer or client (FIRM) lists are not assigned to the PROVIDER and remain the property of MANAGER. The parties agree that such lists are trade secrets.
24. **Termination** - PROVIDER representation by MANAGERS can be terminated by a 30 day prior written advance notice without any liability and without cause, except termination given by the PROVIDER with intent of personal gain by directly dealing with MANAGER's client (FIRM).
25. **Bonds** - PROVIDER is not bonded by MANAGER.
26. **Arbitration** - Any dispute between PROVIDER and MANAGER concerning the terms and conditions of this agreement may be submitted to binding arbitration at the sole and exclusive option of MANAGER. PROVIDER has no option to compel arbitration for any breach of this Agreement except as required by law.
27. **Attorney's Fees** - In the event that litigation, arbitration or another form of dispute resolution becomes necessary to resolve the differences between MANAGERS or those in privity with him and PROVIDER, the prevailing party shall be entitled to his reasonable Attorney's fees.
28. **Indemnification** - In the event that MANAGER is sued on any basis due to the actions of PROVIDER, PROVIDER shall indemnify and hold MANAGER harmless from any loss (including attorney's fees and costs) resulting from PROVIDER's employment.
29. **Wage Laws** - Nothing in this Agreement shall be construed as indicating that PROVIDER will receive less than what is required by Federal and State minimum wage laws.
30. **Obligation** - Nothing in this Agreement shall create any obligation between either Party nor a third party.
31. **Compliance with Applicable Laws** - MANAGER has entered into this Agreement in reliance on information provided by PROVIDER, including the express representation that the PROVIDER is in compliance with all applicable laws related to the information provided. If any regulatory body or court of competent jurisdiction finds that the PROVIDER is not in compliance with applicable laws related to the information provided, based on its own actions, the PROVIDER shall assume responsibility and liability for all taxes, assessments, and penalties imposed against MANAGER and/or the PROVIDER resulting from such contrary interpretation.

We hereby agree to all the previously mentioned stipulations of this contract.

Executed this _____ day of _____, 20_____,
in the City of _____, State of _____
By INDEPENDENT CONTRACTOR PROVIDER _____
(Provider Signature and Title)

Executed this _____ day of _____, 20_____,
in the City Of Los Angeles, State of California.
By MANAGER (Signature and Title) _____
(A1FILMCREW)

A1 Film Crew
PO Box 1105
Sun Valley, CA 91353
(818) 641-5887

Provider Initials _____