

NORTHWESTERN UNIVERSITY FILM ACTOR CONTRACT AGREEMENT

Date:

This agreement is made and entered, subject to the attached Terms & Conditions, by and between Northwestern University (hereinafter "Producer") and

_____ (hereinafter "Actor").

Film Production Information

Film Project Name:		
Organization:	Date Filming Begins:	
Producer:	EMAIL	Phone
Producer:	EMAIL	Phone
Staff Advisor: Jude Cooper	EMAIL: Judith-cooper@northwestern.edu	Phone

Actor's Information

Name:	Email Address:	Phone:
Address:		
Role:	Agreed Amount :	

Call Information

Date	Location	Location Address	Filming Schedule		Mode of Transportation
			Call	Wrap	

Additional Conditions:

Agreed By

Northwestern University	ACTOR
Agreed By: _____	Agreed By: _____
Date: _____	Date: _____

**NORTHWESTERN UNIVERSITY
FILM ACTOR CONTRACT TERMS & CONDITIONS**

1. **DEFINITIONS:** The term NORTHWESTERN UNIVERSITY (or "PRODUCER") as used in this Contract means NORTHWESTERN UNIVERSITY and all of its officers, employees, and agents.
2. **TRANSPORTATION:** The ACTOR is responsible for transportation to and from the film location unless otherwise specified in this contract. In the event that transportation is at any time furnished by the PRODUCER for the ACTOR, ACTOR waives all claims, and actions and possible causes of action and whatsoever that may occur to the ACTOR or heirs of same from every and any loss, damage, and injury (including death) that may be sustained by the ACTOR during the course of said transportation. In the event that the ACTOR provides transportation and the film location is seventy five (75) miles from the ACTOR's principle place of residence, the ACTOR shall be reimbursed at the rate of \$0.575 per miles for use of ACTOR'S vehicle to travel to distant locations.
3. **ACTS OF GOD:** The PRODUCER shall not be liable or responsible for any failure to perform its obligation hereunder or for any loss or liability to ACTOR, their agents, heirs, employees, guests or assignees caused by or arising as a result of an **Act of God** or any other circumstance or event beyond the reasonable control of the PRODUCER.
4. **CALL:** For the purpose of the time agreement, "call" shall consist of the period [REDACTED] consecutive hours during which the ACTOR renders services and includes scheduled meal breaks, application of make-up, and wardrobe changes. In the event the PRODUCER cancels a pre-arranged call and notifies the ACTOR more than 24 hours prior to the date and time of the call, the ACTOR shall not be entitled to any remuneration in respect of such cancelled call. Should the PRODUCER cancel less than 24 hours but more than 12 hours prior to the date and time of the call, the ACTOR shall be paid one half of the remuneration for the call. Any cancellations less than 12 hours prior to the date and time of the call, the ACTOR shall be paid in full for the call unless the cancellation is due to adverse weather conditions or Acts of God.
5. **WEATHER CALLS** Should the ACTOR be notified of the possibility of a cancellation of a pre-arranged call, because of adverse weather conditions and less than two hours prior to the time stipulated for the commencement of the call, the ACTOR shall nevertheless hold him/herself available for the call; and if the services of the ACTOR are not required due to such adverse weather conditions, such call shall be treated as a stand by call and the ACTOR shall be entitled to the remuneration provided therefore in the schedule.
6. **FURNISHING OF WARDROBE:** The PRODUCER will furnish all wardrobes unless the PRODUCER requests ACTOR to bring their own clothing wearing apparel reasonably necessary for the portrayal of said role. The PRODUCER will not reimburse the ACTOR for any wardrobe purchases by the ACTOR unless it has been approved the PRODUCER. The ACTOR agrees to furnish all modern wardrobe and wearing apparel reasonably necessary for the portrayal of said role; it being however, that should so called "character" or "period" costumes are required, the PRODUCER shall supply the same. When ACTOR furnishes any wardrobe, ACTOR shall receive a reasonable cleaning allowance and reimbursement for any soiled or damaged clothes.
7. **MAKEUP/HAIR DESIGN** The ACTOR will be responsible for providing their own makeup and hair design unless other arrangements have been made by the PRODUCER.
8. **ALCOHOL, TOBACCO AND DRUGS:** If the ACTOR arrives at the performance site under the influence of intoxicating beverages, narcotics, or drugs, the PRODUCER may cancel this contract with no liability on the part of the PRODUCER. NORTHWESTERN UNIVERSITY will not provide alcoholic beverages or tobacco-based products. NORTHWESTERN UNIVERSITY is a smoke-free environment.
9. **CONTROL OF PERFORMANCE AND DAMAGES:** The PRODUCER will control the details and manner of performance, but it is agreed to and understood that the ACTOR shall have the right to discontinue any activity deemed unsafe for the ACTOR or constitute a violation of state statute, applicable ordinances or directions of lawful authority.
10. **RELEASE / WAIVER:** The ACTOR understands that the ACTOR'S voice, name, and image will be recorded by various mechanical and electrical means of all descriptions. Such recordings shall be collectively referred to herein as the "Released Subject Matter". The ACTOR freely and without restraint consents to and gives unto the PRODUCER the unrestrained right in perpetuity to own, utilize, or alter the Released Subject Matter, in any manner the PRODUCER may see fit and for any purpose whatsoever, all of the foregoing to be without limitation of any kind. Without limiting the generality of the foregoing, the ACTOR hereby authorizes the PRODUCER and grants unto them the unrestrained rights to utilize the Released Subject Matter in connection with the Video's advertising, publicity, public displays, and exhibitions. By signing this agreement the ACTOR hereby stipulates that the Released Subject Matter is the property of the PRODUCER to do with as it will, including to be used for commercial purposes, and waives any and all monetary or other claims against PRODUCER or Northwestern University for the use of the Released Subject Matter.
11. **INDEPENDENT CONTRACTOR:** It is specifically agreed that the ACTOR and his/her agent, in fulfilling the terms and conditions of this agreement, are acting as independent contractors and not as agents or employees of NORTHWESTERN UNIVERSITY. It is further understood that the ACTOR agrees to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future, in any way pertaining to the engagement hereunder, including but not limited to federal and state social security laws, employee compensation and unemployment insurance and contributions, income taxes, and public liability insurance requirements.

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ACTOR'S CONTRACT RIDER

12. **CONTRACT AUTHORITY:** If someone other than the ACTOR signs this contract, the person signing for the ACTOR expressly warrants that she/he is authorized by the ACTOR to execute this contract for the ACTOR for this engagement at the time and place specified in this contract. NORTHWESTERN UNIVERSITY honors only contracts signed by the Vice President of Student Affairs or his/her designee.
13. **DEPOSITS AND METHOD OF PAYMENT:** No deposits or advance payments will be made prior to the first performance. The ACTOR must furnish the PURCHASER with a fully executed contract including completed ACTOR and PRODUCER addenda no later than TWENTY (20) working days prior to the date of this performance. Compensation shall be a University issued check. Any cash payments are against NORTHWESTERN UNIVERSITY policy and will not be honored under any circumstances.
14. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement and understanding among the parties and supersedes all prior agreements, oral or written. Any change, amendment or other modification of this Agreement must be in writing and signed by all parties to this Agreement in order to be effective. In the event of any conflict between this agreement and any other contract, rider or portion of the agreement, then this agreement will govern and control.
15. **PRODUCER SIGNATURE:** The representative(s) of the NORTHWESTERN UNIVERSITY and/or PRODUCER in signing of this contract warrants that she/he signs as a properly authorized representative and does not assume personal liability for meeting the terms of the contract.
16. **INDEMNITY:** The ACTOR agrees to defend, indemnify and hold harmless NORTHWESTERN UNIVERSITY its trustees, officers, employees, and agents from and against any and all claims for loss, cost, injury, or damage to persons or property, including claims of employees or agents of the ACTOR, arising out of or alleged to be due to activities conducted by the ACTOR or its employees, agents or guests. The ACTOR further agrees to obtain adequate policy or policies of comprehensive liability insurance sufficient to satisfy its indemnification and hold harmless obligations hereunder and to name NORTHWESTERN UNIVERSITY, its trustees, officers, employees, and agents as additional insured under said policy or policies.
17. **RETURN OF CONTRACT:** NORTHWESTERN UNIVERSITY/PRODUCER has signed this contract prior to signature by the ACTOR. The action of returning said contract constitutes an offer by NORTHWESTERN UNIVERSITY/PRODUCER to enter into an agreement on the terms herein stated, but unless said agreement is signed by the ACTOR or his /her Representative and returned to NORTHWESTERN UNIVERSITY on or before the _____ day of _____ 2015, this offer shall be automatically withdrawn without further notice, and this contract shall be completely null and void unless otherwise agreed to, in writing, by both parties.

NORTHWESTERN UNIVERSITY

TITLE

DATE

ACTOR'S NAME

ACTOR'S SIGNATURE

PERSON SIGNING FOR ACTOR

DATE

