

The Ultimate Pre-Production Documentation Guide

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ARTIST / ARTWORK RELEASE FORM

The undersigned _____, being the legal owner of, or having the right to certain art work, or series of art works to be used by [Production Company], does grant to [Production Company] and its legal representatives, agents and assigns, the full right to incorporate images of said art work(s) in greeting cards and other promotional materials for [Production Company].

[Production Company] shall solely own the copyright in the aforesaid art work(s), and any advertising or promotional material for such art work(s). [Production Company] shall have all rights to use said art work(s) or images of the aforementioned artwork, in all media now known or hereinafter devised, and in all territories worldwide, in perpetuity. The undersigned also consents to the use of the images of said artwork in any printed matter and advertising and marketing materials used to promote [Production Company] or said greeting cards.

The undersigned owner hereby waives any right that he/she may have to inspect or approve the finished greeting cards, or the advertising copy or printed matter that may be used in connection therewith, or the use to which it may be applied. [Production Company] hereby agrees that any proceeds derived from the sale, publication or use of the art work(s) shall become the property of [Production Company] and used exclusively for the advancement of [Production Company]s and its participants.

The undersigned hereby releases, discharges, and agrees to hold harmless [Production Company], its legal representatives, and assigns, and all persons acting under its permission or authority, or those for whom it is acting, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur in the production of said greeting cards or other promotional materials or in any subsequent processing thereof.

The undersigned owner hereby warrants that he/she is of full age and has every right to contract in his/her name in the above regard or is the properly appointed legal guardian of the person and property of the owner hereof. The undersigned states further that he/she has read the above authorization, release and agreement, prior to its execution, and that he/she is fully familiar with the contents thereof. If the undersigned is signing as a legal guardian, the undersigned warrants that he/she is fully authorized to do so. This release shall be binding on the undersigned and his/her/its heirs, legal representatives, successors, and assigns.

Owner and/or Guardian: _____

Signature: _____ Date: _____

Address Owner and/or Guardian: _____

Production Company: _____

Signature: _____ Date: _____

BTS RELEASE FORM

Name of Individual _____ ("I," "Me," or "my")
Project Title _____ (the "Project")

For valuable consideration, the sufficiency and receipt of which is hereby acknowledged and accepted. I _____ (1) understand that I may appear in photographs and recordings taken by _____ its successors, assignees and licensees ("Producer"), for and on behalf of _____ (*Client") in connection with the Project.

(2) grant Producer and Client and their respective affiliates, agents, representatives, licensees and assigns, the perpetual and irrevocable right to copyright and use, re-use, publish, and republish at any time any images, whether motion or still images, photographic or digital portraits or pictures, videos, live television transmission and audio visual, and digital recordings of me or in which I may be included, any recordings of my name, voice, performance, actions, likeness or biographical information about me, in whole or in part, (collectively, the "Materials") in all media now known or hereafter devised throughout the universe in perpetuity for all purposes Producer deems appropriate including, without limitation, for commercial, promotional and publicity purposes and I understand that Producer has no obligation to actually use the Materials. I hereby waive any right that I may have to inspect approve, or be compensated for the Materials, the Project, the advertising copy, or any printed or digital matter, website inclusion, or social media platforms that may be used in connection therewith or the use to which it may be applied. In the event that any use of the Materials entitles me to any compensation under any applicable collective bargaining agreement, I agree to accept the minimum amounts due me under any such agreements.

(3A) to the fullest extent allowed by law, for myself and on behalf of my heirs, executors, agents, successors or assigns, hereby release, hold harmless and indemnify Producer and Client from any and all claims and demands arising out of or in connection with such use including, without limitation, any and all claims for invasion of privacy, infringement of my right of publicity, defamation (including libel and slander) and any other personal and/or other property rights, and I agree that I shall not now or in the future assert or maintain any such claim against Producer or Client; provided, however, that neither Producer nor Client shall use the Materials (a) in association with any material that is pornographic, obscene or defamatory, (b) in such a manner as to portray the Materials or me in a false light, or (c) in a manner that disparages me. I also release to the fullest extent permitted by law any and all claims of any kind against Producer and Client, their officers, employees, agents, contractors and licensees (including claims for bodily injury or death) that may arise in connection my participation in any aspect of the activities related to Client's campaign including in preparing for, traveling to or from, or attending or otherwise participating in any photo-shoot, session or meeting in connection with any of the matters contemplated hereby.

(3B) affirm that all statements attributed to me, as noted in the attached, were made by me and accurately reflect my honestly held beliefs and my actual experiences with the Client's products and services. I agree to notify Producer or Client immediately if the statements attributed to me should no longer reflect my honestly held beliefs and actual experiences. The undersigned also gives permission for use of all quotes given.

(4) agree that no sum or royalties shall be due to me for execution of this Release and Producer shall not be obligated to pay me or any third party any sum or royalties whatsoever, regardless of the time or method of any future use of the rights granted herein. Unless I am already an employee of Client or Producer, I acknowledge that I shall not be deemed to be an employee of Producer or Client, nor shall I be entitled to the benefits provided by Producer or Client to its employees.

I represent and warrant that I am over the age of eighteen (18) or that my parent or legal guardian has also read and signed this Release below my signature. I (or my parent or legal guardian) have read the above authorization, release and agreement prior to its execution, am familiar with the contents thereof, and have the full power and authority to grant the rights herein granted. This Release shall be interpreted, construed and enforced in accordance with the laws of the State of [State] except for its conflicts of laws principles, and I hereby irrevocably consent to the exclusive jurisdiction of the courts situated in [State] over all disputes relating to this Release. The terms of this Release shall be binding on my heirs, assigns, executors, administrators, and any minors who accompany me. This is a binding contract that supersedes all other agreements, whether written or oral, between me and Producer and is intended to be a comprehensive Release. If any part of this Release is deemed unenforceable, the other parts shall be given full force and effect.

AGREED AND ACCEPTED:

Signature: _____ Date: _____

Printed Name: _____ Phone Number: _____

Address: _____ Email: _____

IF THE SIGNATURE ABOVE IS THAT OF A MINOR, A PARENT OR GUARDIAN MUST SIGN BELOW: I am a parent (or guardian) of the minor who has signed this Release and I hereby agree that I and the said minor will be bound by all provisions contained herein, and I further agree to **release**, hold harmless and indemnify Producer for any claims of the minor or any third party arising out of this Release.

Signature: _____ Relationship: _____ Date: _____

Printed Name: _____

LOCATION CONTRACT

I give permission to [Production Company] and its employees, agents, contractors, suppliers, successors and assigns ("The Company") to enter upon and use the property (properties): We will be for the purpose of photographing, filming and recording (including sound recording) certain scenes for inclusion in television commercial for The Company may use the premises until all scenes requiring the location have been completed on the above referred dates. The Company will have the right to use the property for additional filming as may be necessary and payment will be prorated from the charges listed below.

The Company may place all necessary facilities and equipment on the property and agrees to remove them after completion of the work and leave the property in as good condition as when received. Signs on the property may, but need not, be removed or changed, but, if removed or changed, the Company will replace them.

The Company agrees to use reasonable care to prevent damage to the property and will indemnify the Owner and all other parties lawfully in possession of the property, and hold each of them harmless from any claims and demands of any person or persons arising out of, or based upon, personal injuries, death or property damage suffered by such person or persons resulting directly from any act of negligence on the Company's part in connection with this project.

All rights of every kind in and to all photographs, sound recordings and any other film made on the property shall be and remain vested in the company and neither the Owner nor any tenant or other party having an interest in the property shall have any right or action against the Company or any other party arising out of any use of the photographs, film and/or recordings.

You warrant and represent that you have the right to enter into this contract agreement and to grant the Company all rights provided by this contract including, without limitation, the right to photograph and film and to broadcast the photographs and films of the premises and any and all furnishings, works of art and other objects located in or around the premises.

In full consideration for all the rights granted the Company under this contract, **Owner will be paid \$ for prep day and \$ for shoot day. This is the entire contract.** No other authorization is necessary to enable the Company to use the property for the purposes contemplated.

ACCEPTED:
[Production Company]

Signature: _____

Print Name: _____

By:
[Production Manager]

Address: _____

City/State/Zip: _____

Job Name #:

Phone #:

SS# or Fed ID #: _____

Non Disclosure Notice

As a result of your potential engagement for present & future work being produced by or for [Production Company]. (“Company”), you will have knowledge of and access to confidential proprietary information belonging to the Company and or its customers including but not limited to trade secrets, production schedules, technical, creative, financial and budget information, location and studio plans and specifications, methods of operation, story boards, casting information, product and marketing information, and the identity of customers, agencies, suppliers and advertisers all of which are valuable assets of the Company (herein “Confidential Information”) and that any unauthorized disclosure by you of any Confidential Information will irreparably damage the Company, its customers and clients.

Confidential Information excludes any information the disclosure of which would otherwise be protected or required by applicable federal, state or local law. Accordingly, to the fullest extent permitted by applicable federal, state or local law, you will keep all Confidential Information confidential and will not use, disclose, copy, film or record it except as authorized by the Company in the course of your employment and/or your engagement by Company as an independent contractor. You understand that any violation of this policy may lead to disciplinary action up to and including termination. You are aware that any violation of your confidentiality undertaking hereunder will entitle the Company to damages and/or injunctive relief, specific performance, and attorneys’ fees, without the posting of any bond and including all other remedies and damages to which the Company may be entitled at law or in equity.

ACCEPTED AND AGREED:

Signature: _____ Date: _____

Printed Name: _____

Email: _____

PERFORMER AGREEMENT

Date: _____

The following shall set forth the terms and conditions of the agreement (the "Agreement") between: _____ "Lender") f/s/o _____ hereinafter called "Performer" and [Producton Company] hereinafter called "Producer."

Performer shall render artistic services in connection with the rehearsal and broadcast of the program(s) designated below and preparation in connection with the part or parts to be played.

TITLE OF PROGRAM: _____
 TYPE OF PROGRAM/CLASSIFICATION: _____
 PLACE OF PERFORMANCE: _____
 SCHEDULED PERFORMANCE DATE: _____
 PART(S) TO BE PLAYED: _____
 COMPENSATION: _____
 Compensation Breakdown: _____
 Shoot Day= _____
 Buyout= _____
 Total= _____

Execution of this Agreement signifies acceptance by Producer and Performer of all of the above terms and conditions.

 Performer

Producer
 By: _____

Parent or Legal Guardian (if Performer is a minor)

Its: _____

By: _____

Performers Loanout (if applicable):

By: _____

Its: _____

Federal ID # _____

DATE	WORKTIME FROM / TO	MEALS FROM / TO	MAKEUP / FITTING FROM / TO	TRAVEL TO LOC FROM / TO	TRAVEL FROM LOC FROM / TO	PERF. INIT

PHOTOGRAPH & VIDEO RELEASE FORM

I hereby grant permission to the rights of my image, likeness and sound of my voice as recorded on audio or video tape to York Productions and _____ (Company), located at _____ (address). I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. I understand this footage will be used on national broadcast television for up to one year, on the internet and for industrial purposes for up to two years. Internal and industrial usage will be distributed globally.

I will be consulted about the use of the photographs or video recording for any purpose other than those listed above.

This release applies to photographic, audio or video recordings collected as part of the sessions listed on this document only.

By signing this form I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby release any and all claims against any person or organization utilizing this material for educational purposes.

Full Name: _____

Street Address/P.O. Box: _____

City: _____

Prov/Postal Code/Zip Code: _____

Phone: _____ Fax: _____

Email Address: _____

Signature: _____ Date: _____

If this release is obtained from a presenter under the age of 18, then the signature of that presenter's parent or legal guardian is also required.

Parent Signature: _____ Date: _____

SET DRESSING / PROP RELEASE AGREEMENT

Production Shooting Title: _____

Production Company: _____ Address: _____

Phone Number(s): _____

Fax Number(s): _____

Contact Person: _____

The signature of the undersigned owner(s) (the "Owner") in the space provided at the end of this Agreement will confirm the following agreement between the Owner and the Company regarding the use of the materials ("Materials") described in Schedule A attached hereto as set dressing / props in connection with the production of the above referenced motion picture (" ").

It is intended that the Materials will appear and/or be utilized in the following manner: *[describe]*

If the Materials appear in the Picture as broadcast or otherwise exhibited, the Company shall pay the Owner a one-time license fee of _____ Dollars (\$) as consideration for all rights granted herein. The Owner warrants and represents to the Company as follows:

- (a) The Owner owns or controls all rights necessary to make the grant of rights made hereunder, and no other party's consent is required in order for the Company to use the Materials.
- (b) Use of the Materials by the Company will not infringe upon or violate the right of any other person or entity.
- (c) The Company will not be required to make any additional payments by reason of its use of the Materials as permitted hereunder.
- (d) The Owner has the full right, power and authority to enter into this Agreement.
The Owner agrees to indemnify and hold the Company harmless from and against any and all claims, damages, liability or expense arising out of any breach of any warranty or agreement made by the Owner hereunder.

Notwithstanding anything to the contrary contained in this Agreement, the Company is under no obligation to use the Materials or any part thereof.

The Owner hereby grants to the Company, its licensees and assigns, the right to use the Materials in and in connection with the Picture (including any episode(s) thereof) and any and all versions thereof and the distribution and exploitation of the Picture or any part or version thereof in any and all media whether now known or hereafter devised, throughout the universe, in perpetuity.

WIDE AREA RELEASE

YOU ARE BEING PHOTOGRAPHED

Please be advised that [Production Company] is filming scenes and background material in this area.

If you enter this area, you may appear and you agree to appear in this or another productions, in any and all media now known or later devised, worldwide, in perpetuity, including in advertisements and promotions. Please do not enter this area if you do not wish to appear.

We are sorry for any inconvenience and thank you for your cooperation.