

DEAL MEMORANDUM

Between _____ and **COMPANY NAME**

This will confirm our agreement to engage your services in connection with a music video tentatively entitled **COMPANY NAME**. Said services shall consist of: _____

The commencement date for the rendering of said services shall be:

_____ Payment for said services shall be:

_____ dollars per day.

You shall perform your services at such locations as the Producer may designate for the duration of the production. All weekly employment is on a week-to-week basis, with weeks consisting of any five days out of seven at Producer's discretion. All partial weeks upon completion of assignment will be paid on a pro rata basis. Weekly or daily salary is based on an open-ended work day. Unless otherwise noted below or unless the weekly or daily guarantee is less than would be due if the actual hours of work were compensated at the minimum hourly rate set by statute, no overtime shall be payable. For purposes of tax reporting and claims of unemployment compensation, your employer of record shall be **COMPANY NAME**.

You grant to us all rights of any kind in and to the results and proceeds of your services as herein contemplated. This Memorandum incorporates by reference all provisions normally found in agreements of this type in the motion picture and television industry. You grant to us and our assignees and licensees in perpetuity and throughout the universe, the right to use any likeness, performance, and/or the results and proceeds of your services for any purposes in connection with the music video. No inadvertant failure to comply with any credit provisions shall constitute a breach of this Memorandum agreement. We shall use our good faith efforts to prospectively cure any error within a reasonable time after receiving written notice from you of such error. You shall not be entitled to injunctive or any similar type of relief in the event of any errors in these credit provisions. This will further confirm that you agree to keep confidential the terms of this agreement and the material content of the music video, including, but not limited to financial information, the budget thereof, or the material content of the music video **COMPANY NAME**.

Credit provisions and other terms, if any shall be:

Agreed to and accepted this date _____, 1998

By _____

For _____

and _____
for the Employee

Tax ID/Soc. Sec. No. _____

Address _____

_____ Phone _____