

Contract Crew Agreement

Guide for Filmmakers

The *Contract Crew Agreement* should be used when you engage a paid, independent contractor to work as crew on your production.

This document contains:

- ▶ General information about using the Agreement
- ▶ Step-by-Step Guide to the Agreement
- The *Contract Crew Agreement* form

▶ General information about using the Agreement

WHY

A signed agreement shows that you (the filmmaker) and the independent contractor understand and agree:

- ▶ what you expect of each other
- ▶ on the conditions of the Agreement.

WHO

The Agreement is between you and the independent contractor who will be working on your production. It is your responsibility to provide safe and fair working conditions.

An **independent contractor** is a person who runs a business and hires out their services. They have an ABN (Australian Business Number) and they submit an invoice for payment. The invoice may include GST. Check your superannuation responsibilities on www.ato.gov.au.

WHEN

You must have a signed agreement between yourself (the filmmaker) and the contractor **before** the contractor starts work on your production.

HOW

Read the Step-by-Step Guide on the following page.

▶ Step-by-Step Guide to the Agreement

Before you meet with the contractor

Read the Agreement

Each part of the Agreement has a number. You must understand what each part of the Agreement means. This guide explains what each part means.

Complete Parts 1 to 5

- | | |
|-----------------------------------|---|
| 1. Production Title | The title of your production. If it doesn't have a title, write a brief description of the production (e.g. "scenes for a short drama set in a bathroom") |
| 2. Filmmaker | Your name and position (e.g. producer or production manager) |
| 3. Contractor Details | The contractor's name, details, business name and ABN. |
| 4. Crew Role | What is the role that the contractor will have? This is the name of the credit that you must include on your production. |
| 5. Dates and Times of Work | The dates and times that the contractor will work. If you don't know the exact times, tick the check box <i>To be advised in call sheets and schedules issued in advance.</i> |

- ▶ Give a copy of the Agreement to the contractor.
- ▶ Make sure they have enough time to read, consider and discuss it before meeting with you to sign it.

When you meet with the contractor

Prepare your documents

Have a copy of:

- ▶ the Agreement
- ▶ your Public Liability Insurance Policy
- ▶ your Workers' Compensation Insurance Policy
- ▶ *Basic Crew Conditions* document
- ▶ *Top Ten Tips for Crew* document
- ▶ *Code of Conduct for Working with Children on Set*

Use this guide as a step-by-step way to talk about the Agreement with the contractor

- ▶ Explain clearly what you want them to do, and when you want them to do it.
- ▶ Talk about each part of the Agreement.

6. Equipment	Will the contractor use their own equipment on the production? E.g. camera, lights, computer, car, dolly, make-up. List any equipment that the contractor provides.
7. Safety and Security	<p>You must make sure that all contractors have the skills and experience to do the work. Talk about the role and what is expected.</p> <ul style="list-style-type: none">▶ If the contractor has not worked on set before, you must talk about safe behaviour on set.▶ If children will be on set, discuss how crew and cast must behave around the children.<ul style="list-style-type: none"><input type="checkbox"/> Give a copy of the <i>Code of Conduct for Working with Children on Set</i>.▶ Explain that contractors must not work if they are under the influence of drugs or alcohol.
8. Fee	How much will you pay the contractor for their work? Will the contractor charge GST? Talk about when you will pay the fee.
9. Working Conditions	<p>The conditions of the contractor's work, such as hours and breaks, and safety on set, will be those in the <i>Motion Picture Production Certified Agreement</i>. More information can be found at www.meaa.org</p> <ul style="list-style-type: none"><input type="checkbox"/> Give a copy of the <i>Basic Crew Conditions</i> to the contractor.
10. Credits	The contractor must get a credit on the production. This credit must be the role named in <i>Part 4 Crew Role</i> . If the contractor wants to use a different name for the credits, write this in the space for notes.
11. Editing	<p>The contractor agrees that the filmmaker:</p> <ul style="list-style-type: none">▶ may edit the recordings and▶ does not have to include the contractor's work in the production.
12. Publicity	The contractor agrees that the filmmaker may use images and recordings of the contractor to promote the production.
13. Filmmaker's Right to Screen the Production	The contractor agrees that the filmmaker may show all or part of the production anywhere in the world, on any platform (e.g. in the cinema, on TV, on the internet) at any time.

14. Public Liability Insurance	<ul style="list-style-type: none"> ▶ You must have Public Liability Insurance for the production. ▶ You must have a copy of this insurance policy to show the contractor.
15. Workers' Compensation Insurance	<ul style="list-style-type: none"> ▶ You must check that the contractor holds a current insurance policy. This policy must pay benefits to the contractor (or the contractor's family) if they suffer a job-related injury, death or disease. ▶ You must ask to see the contractor's insurance policy. ▶ You must take out an insurance policy for the contractor if the contractor does not hold a worker's compensation or income protection policy. ▶ If you provide this insurance, you must have copies of the insurance policy to show the contractor. ▶ Tick the box to show who provides insurance for the contractor.
16. Equipment Insurance	<p>If the contractor provides any equipment (listed at <i>Part 6. Equipment</i>) then you must talk about what will happen if the equipment is damaged, broken or lost during the production.</p> <ul style="list-style-type: none"> ▶ Tick the box to show who provides insurance for the equipment. <p>If the equipment is damaged on set and an insurance claim is made, who will pay the excess?</p> <ul style="list-style-type: none"> ▶ Tick the box to show who will pay the insurance excess.
17. Breach of Agreement	<p>This part explains that if you break one of the parts of the Agreement, the production can still go ahead. If the contractor is unhappy, they can take the matter to court.</p>
18. Additional Information	<p>Write down any other points you agree on. For example:</p> <ul style="list-style-type: none"> ▶ Will you give the crew member a copy of the film? ▶ Can the crew member use the footage for their portfolio? ▶ Will you cover the travel costs of contractors? ▶ Can the contractor make purchases for their department? ▶ How will they be reimbursed?
19. Signatures	<p>The contractor and the filmmaker must sign and date the Agreement.</p> <p>The Agreement is only finished and useful when it is signed by the contractor and the filmmaker.</p>
20. Date	<p>The date that you both sign the Agreement.</p>

- ▶ Give one copy of the signed Agreement to the contractor and keep one copy.

Wide Angle Tasmania waives all liability and takes no responsibility in relation to any consequences that may arise in relation to the contents of the Agreement.



Contract Crew Agreement

This is an agreement between the filmmaker and the Contract Crew member.

1. Production Title

2. Filmmaker

Name

Position.....

3. Contractor Details

Name

Business name

ABN

Address

.....

Phone number

Email.....

4. Crew Role

5. Dates and Times of Work

The contractor agrees to work on:

Date(s).....

Time(s)

OR

To be advised in call sheets and schedules issued in advance.

6. Equipment

List any equipment to be provided by the contractor.

7. Safety and Security	The contractor must obey all reasonable requests to ensure the health and safety of people and security and safety of equipment at the film set.
8. Fee	\$..... Is GST payable? ▶ YES <input type="checkbox"/> ▶ NO <input type="checkbox"/>
9. Working Conditions	Payment will be as agreed in <i>Part 8. Fee</i> . The contractor participates in the production under all other working conditions of the <i>Motion Picture Production Certified Agreement</i> . The filmmaker must provide the conditions listed in the <i>Basic Crew Conditions</i> document. More information can be found at www.meaa.org .
10. Credit	The filmmaker must give an end-screen credit to the contractor for the role named in <i>Part 4 Crew Role</i> . Notes
11. Editing	The contractor agrees that the filmmaker may edit all footage and that the filmmaker does not have to include the contractor's work in the finished production.
12. Publicity	The contractor agrees that the filmmaker may use stills shot on location and stills from the contractor's work in the production to promote, market and distribute the production.
13. Filmmaker's Right to Screen the Production	The contractor agrees that the filmmaker may show, and allow others to show, all or any part of the material filmed, throughout the world, by any medium at any time.
14. Public Liability Insurance	The filmmaker has Public Liability Insurance for a sum of at least A\$20,000,000 for claims made if injuries or property damage occur because of the filmmaker's activities. This insurance protects the contractor and others working for the filmmaker if claims are made. The contractor may ask to see the filmmaker's Public Liability Insurance Policy.

15. Workers' Compensation Insurance

The filmmaker has Workers' Compensation Insurance to cover costs claimed if the contractor is injured while working for the filmmaker.

The contractor may ask to see a copy of the filmmaker's Workers' Compensation Insurance Policy.

Workers' Compensation Insurance is provided by the:

- ▶ Contractor
- ▶ Filmmaker

16. Equipment Insurance

Insurance on any equipment listed at *Part 6 Equipment* is provided by the:

- ▶ Contractor
- ▶ Filmmaker

If an insurance claim is made, the excess must be paid by the:

- ▶ Contractor
- ▶ Filmmaker

17. Breach of Agreement

If the filmmaker breaches this Agreement, the contractor understands and agrees that the contractor:

- ▶ cannot terminate the Agreement
- ▶ cannot stop the film from being released and promoted
- ▶ can make a claim for damages against the filmmaker.

18. Additional Information

List any other points you have agreed on.

19. Signatures

Signature of Contractor ▶

Signature of Filmmaker ▶

20. Date of Agreement

...../...../20.....

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