

ACTOR AGREEMENT

This agreement is entered into by and between _____ (the "Actor") and _____ (the "Production Company"). In the event of the Actor's death or total incapacity, "Actor" means the Actor's heirs, devisees, beneficiaries, trusts, assignees or other successors-in-interest. "Production Company" includes the licensees, assignees, future owners, or other acquirers or successors-in-interest of the Production Company.

The Actor hereby grants to the Production Company and to its licensees, assignees, and other successors-in-interest, all rights of every kind and character, in perpetuity, in and to the Actor's performance, appearance, likeness, name and/or voice (the "Performance") in connection with the motion picture entitled _____ which is based on the concept and outline by _____ (the "Picture").

The Actor hereby authorizes the Production Company to photograph, videotape, film and record (on film, tape, or any other medium), the Performance and audition(s) for the Performance; to edit the same at its discretion and to include it with the performances of others and with sound effects, special effects, digital effects and music; to incorporate the same into the Picture, trailers, posters or other materials or programs related to the Picture; to use and to license others to use such records and photographs in any manner or media whatsoever, including without limitation unrestricted use for purposes of publicity, advertising and sales promotion; and to use my name, likeness, voice, biography or other information concerning me in connection with the Picture and for any other purpose associated with the Picture. The Actor further acknowledges that the Production Company owns all rights to the Picture.

The Production Company shall compensate the Actor for the Performance by payment to Actor of ___% of net profits to the Production Company from all distribution and exploitation of the Picture (including Picture trademarks, service marks, logos, slogans, likenesses, names, voice, or dialog), including royalties, dividends, or payments of any kind arising from theater, television, video, CD, DVD, or Internet distribution and exploitation. Net profits shall be determined in accordance with generally accepted accounting principles. Payment will be made to the Actor on a quarterly basis in perpetuity as the Production Company receives such monies. The Actor is responsible to pay all applicable taxes and other assessments or levies of any kind due on the receipt of income.

Unless otherwise agreed to in writing by the Production Company, the Actor will receive no compensation in the event that the Actor does not complete the Performance.

This Agreement constitutes the entire agreement by and between the Actor and the Production Company and supersedes any and all prior contracts, understandings, negotiations, and agreements with respect to the Production Company and the subject matter hereof, whether oral or written.

Actor Name: _____

Signature: _____

Production Company: _____