

DEAL MEMO – PRODUCTION ASSISTANT

PRODUCER: **LONGYEARBYEN MEDIA**

C-696 College Street
Toronto, ON M6G 1C1

Tel: 647.202.5357

Email: pedro@longyearbyen.ca

(“Producer”)

CONTRACTOR:

Address: _____

Tel: _____

Email: _____

(“Contractor”)

FILM: WAY UP NORTH: AN ARCTIC SYMPHONY

START/END DATE: _____

POSITIONS: Production Assistant

COMPENSATION: \$_____ . _____

SCREEN CREDIT: Production Assistant, Camera Operator, Location Scout

TERMS AND CONDITIONS

1. **CONSIDERATION:** Contractor is hired to perform services as Production Manager and Business Affairs Associate in connection with the documentary series currently entitled "Way Up North: An Arctic Symphony" (the "Film"), for the sum specified on page 1.
2. **TERM:** The Term of this Agreement is from the date this Agreement is signed, and shall continue until the completion of all the Contractor's required services on the Film.
3. **PAYMENT OF WAGES:** Wages shall be paid to Contractor on the amount determined on page 1, and any subsequent agreements.
4. **RELATIONSHIP:** Contractor will provide services to Producer as an independent contractor and not as an employee.
5. **NON-EXCLUSIVITY:** Contractor's services are on a non-exclusive basis.
6. **CREDIT:** Contractor's screen credit shall appear as Production Assistant, Camera Operator, Location Scout, and any others deemed appropriate.
7. **OWNERSHIP:** Producer shall be the owner of all of the results and proceeds of the Contractor's services, including any copyright, trademark, and any other intellectual property rights in any work or property created by the Contractor, or anyone under the Contractor's direction.

Contractor acknowledges that Contractor's work is a "work made for hire" and therefore the Producer shall be the author and copyright owner of any work created under this agreement. In the event that any of the proceeds of the Contractor's work are not considered a work for hire, then the Contractor's copyright to such work is hereby assigned to the Producer.

8. **CONFIDENTIALITY:** Contractor shall not directly or indirectly circulate, publish or otherwise disseminate any news story, article, book, or other publicity concerning the Film without Producer's prior consent,

provided that Contractor may issue personal publicity mentioning the Film so long as such references are not derogatory.

9. ASSIGNMENT: Producer and any subsequent assignee may freely assign this deal memo and grant its rights hereunder, in whole or in part, to any person, firm, or corporation.
10. NO WAIVER: The terms and conditions of this deal memo are binding on Producer and Contractor. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed to be a waiver of such term or condition for the future, or any subsequent breach thereof.
11. SEVERABILITY: If any provisions of this Agreement as applied to either party or any circumstances shall be adjudged by a court to be void and unenforceable, such shall in no way affect any other provision of this Agreement, the application of such provision in any other circumstance, or the validity or enforceability of this Agreement.
12. GOVERNING LAW: This Agreement shall be construed in accordance with the laws of the Province of Ontario.

CONTRACTOR ACCEPTS ALL CONDITIONS AS DESCRIBED ABOVE.

AGREED TO AND ACCEPTED

Date: _____

PEDRO MARCELINO, President
LONGYEARBYEN MEDIA
(Producer)

Date: _____

TYPE NAME _____
(Contractor)