

(Sample Casting Session Information Sheet)

Your Production/Production Company Name

Date: _____

Project/Production Title: _____

Name: _____

Address: _____

Phone: _____ Alt. Phone: _____

Email: _____

Agent: _____ Phone: _____

SS#: _____

SAG-AFTRA Yes No Non-Union Yes No

Height: _____ Weight: _____

Hair Color: _____ Eye Color: _____

Suit/Dress: _____ Shirt/Blouse: _____

Neck: _____ Sleeve: _____

Pants: _____ Inseam: _____ Waist: _____

Shoe: _____ Hat: _____ Glove: _____

Age/Date of Birth (if under 21): _____

Interested in Background Work: Yes No

Recent Work/Experience: _____

* Attach Headshot/Resume if available.

DEAL MEMO

_____ (the "Company")

THIS IS A BINDING AGREEMENT

EFFECTIVE DATE OF DEAL MEMO: _____ (the "Effective Date")
NAME: _____ (the "Independent Contractor")
PRODUCTION TITLE: " _____ " (the "Production")
POSITION: _____ (the "Position")
START DATE: _____ (the "Start Date")
COMPENSATION: \$ _____
END DATE: _____ (the "End Date")

1. **ENGAGEMENT:** hereby engages the Independent Contractor and the Independent Contractor hereby accepts such engagement, to perform the duties of the Position, as those duties are reasonably and customarily defined for low-budget productions and to render those services for the Production for a period of _____ beginning on the Start Date and ending on the End Date.

2. **COMPENSATION:** The Company shall pay the Independent Contractor the total amount of _____ (\$ _____) Dollars and said amount shall, unless otherwise agreed to in writing, include payment for any costs and expenses incurred by the Independent Contractor during his or her performing the duties and carrying out the responsibilities of the Position. **Payment will be made as follows:**

3. **EXCLUSIVITY/COMMITMENT:** Independent Contractor's services rendered hereunder will be exclusive to _____ for duration of the Production. This is a material term of engagement and one that will be relied upon by the Company beginning on the Effective Date above through the End Date of the Production. For this reason, the parties acknowledge that should the Independent Contractor refuse or be unable to perform as required hereunder the Company will be substantially damaged. In such an event, the Independent Contractor agrees to pay damages to the Company in the amount equal to the difference between the total compensation referenced in Paragraph 2 above and the total cost of hiring a comparable replacement for the Position – including any agency or advertising costs incurred in finding that replacement. Said damages shall be payable to the Company within fifteen (15) days of the Independent Contractor receiving an itemized statement of same from the Company. Notwithstanding the foregoing, the Company may waive any damages in appropriate circumstances such as in medical or personal related situations.

4. **MISCELLANEOUS:** Independent Contractor acknowledges his/her services hereunder are not subject to the jurisdiction of any guild or union. Independent Contractor understands that the Production is produced by the Company and that it may contain sexually suggestive material and simulated sexual content. Independent Contractor warrants that he/she is eligible to be employed in the United States in compliance with the Immigration Reform Act of 1986. This Agreement may be executed in any number of counterparts, or by e-mail or fax, each of which taken together shall encompass a complete Agreement and a copy or fax of same is as effective as an original.

5. **JURISDICTION/ARBITRATION:** All disputes and controversies of every kind and nature arising out of or in connection with this Agreement as to its existence, construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination shall be resolved by arbitration before one (1) arbitrator in Northern New Jersey appointed by the American Arbitration Association ("AAA") in accordance with the rules then obtaining of the AAA. The arbitrator shall have substantial experience in the motion picture industries. The losing party shall reimburse the prevailing party in any such arbitration within thirty (30) days of the arbitrator's decision for all costs and expenses including reasonable attorneys' fees.

YOUR SIGNATURE IS YOUR ACCEPTANCE AND ACKNOWLEDGEMENT OF ALL THE ABOVE TERMS AND CONDITIONS AND CONSTITUTES THIS AS A BINDING AND ENFORCEABLE AGREEMENT.

WITNESS:

(Production Manager)

Independent Contractor

TALENT RELEASE AGREEMENT

Please Note: This Release covers all image formats including, but not limited to, still picture photography, video, film, Internet and motion picture. This Release also permits the Producer(s) to utilize the Performance in any and all media created by

Producer(s):

Working Title ():

Talent Name: _____

Talent's Birthdate/Age: _____

Performance Date(s): _____

Venue(s) Recorded At: _____, _____ and _____

1. Talent Rights Granted:

The undersigned individual hereby grants to the above named Producer(s), and to its or their successors, licensees and assigns, the perpetual (i.e., for the rest of time) and irrevocable right to use the undersigned's name, likeness, voice, performance, biography and history, factually or otherwise, and under a real or a fictitious name, and in any image format including, but not limited to, picture still photography, video, film, Internet and motion picture, in connection with the production, distribution and exploitation of the above-referenced Performance and/or Program, any portions or elements thereof, and any remakes, series, sequels or compilations based on the Program or Performance. Such grant includes use in advertising in connection with the foregoing, and use in any and all media, whether now existing or hereafter devised, throughout the universe. It also includes the right to make such changes, edits, fictionalizations and creative choices as the Producer(s) or its or their successors, licensees and assigns may decide in its or their sole respective discretion. The undersigned also acknowledges that the Producer(s) owns the undersigned's Performance in connection with the Program (including the character portrayed by the undersigned) and that the undersigned has no ownership rights with respect the Program. The undersigned individual also acknowledges that the Producer(s) own(s) the name of the undersigned's character in the Performance for any and all purposes including, but not limited to, creating, owning and operating a website in any and all then available or thereafter created domain extensions established in said name of the character and the undersigned shall not do anything to affect or interfere with the operation of such a character-named or otherwise character intended or character dedicated web site. The undersigned hereby grants to the Producer(s), its successors, licensees and assigns the right to utilize the Performance in any and all titles and in titles in similar film genre lines created by (referred to herein as _____). The undersigned therefore grants the Producer(s), its successors, licensees and assigns each and every right identified in this Paragraph 1 and Release with respect to the Performance and its usage with respect to any

2. The Talent's Representations and Warranties:

The undersigned individual: (a) agrees not to bring, cause to bring, or direct a third party to bring any action or claim against the Producer(s), its or their successors, licensees and assigns, or to allow others to bring such an action or claim, based on the Program or performance or the depiction of the undersigned in the Program or the use of material relating to the undersigned in the Program or as otherwise described above; (b) releases the Producer(s), its or their successors, licensees, assigns, and any person, corporation or entity, acting under the Producer(s)' permission or authority (e.g. either implicitly by virtue of purchase/sales orders and corresponding delivery or explicitly by written contract), including any firm or individual publishing, selling, renting, displaying and/or distributing the finished product, in whole or in part, from any and all such actions or claims which the undersigned may have now or in the future; (c) indemnifies and holds harmless the Producer(s) and said persons and entities referred to in (b) above from and against any such claims including legal costs and reasonable attorneys' fees arising therefrom; (d) represents and warrants that the use of the rights granted hereunder and of any material supplied by the undersigned will not violate the rights of any third party; and (e) represents and warrants that to the best of his or her knowledge he or she does not have any communicable diseases.

3. The Consideration:

The undersigned acknowledges the receipt of good and valuable consideration (including, but not limited to, financial payment, film/Video/DVD/Talent Web Site exposure, publicity, supply of Program Videos/DVDs and Talent website linking/promotion) for the release and other grants and agreements made herein, and understands that the Producer(s) is or are relying on them in proceeding with the production and exploitation of the Program and elements thereof as authorized above.

4. General:

The undersigned warrants and represents being of majority age thus having full right and authority to enter into this Agreement, and that the consent or permission of no other person, firm, entity or corporation is necessary in order to enable the Producer(s) to exercise and enjoy fully the rights herein granted. The undersigned hereby waives any right to: (a) inspect or approve the finished videotape, still picture, motion picture, sound track, advertising copy, or printed material (including, but not limited to, website publication) that may be used in conjunction therewith; or (b) inspect or approve the finished product of the eventual use to which the release and other grants and agreements made herein might be applied. This Agreement may be executed in any number of counterparts, or by fax or e-mail, each of which shall be deemed an original.

5. Arbitration:

This Agreement shall be controlled and enforced solely in accordance with the laws of the State of New Jersey and shall be governed by the laws of said State. All disputes and controversies of every kind and nature between the parties hereto arising out of, or in connection with, this Agreement as to its existence, construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation, breach, continuance or termination shall be resolved by arbitration before a single (1) arbitrator with experience in the motion picture and video industries in Northern New Jersey appointed in accordance with the rules then-obtaining of the American Arbitration Association. The losing party shall reimburse the prevailing party within thirty (30) days of the arbitrator's decision for all costs and fees associated with said arbitration including reasonable attorneys' fees.

6. Talent Acknowledgement/Understanding of Contents and Agreement:

I have read the foregoing release, authorization and Agreement before affixing my signature below and warrant that I fully understand the contents thereof. I further warrant that I understand that by placing my signature upon this document it shall constitute this as a valid, binding and enforceable Agreement.

7. Set Behavior:

I understand that by placing my signature upon this document I consent to conducting myself on the Program Set in a professional fashion and that other than necessary prescription drugs I shall not be under the influence of any drugs or alcohol nor will I use any such drugs or alcohol on the Set. If in the sole, but reasonable, opinion of the Producer it is believed that I have violated this Paragraph 7, then I understand that the Producer may immediately terminate my services. In such an event, I forfeit any and all monies I may have earned on the Program and shall immediately return to the Producer any monies paid to me for my performance in the Program prior to termination.

Witness Signature Line Date

Talent Signature Date

Witness Printed Name

Talent Name (Please Print)

Address:

Address:

Phone Number:

Phone Number:

Type of Picture Age Identification Obtained: _____

Driver's License No. or other Picture ID Identification identifier: _____

Location Working Guidelines

Thanks to the contributions of our cast and crew, eiCinema/Shock-O-Rama Cinema Studios has become a welcome addition to, and now a fixture within, the film industry as the label and studio behind unique and exciting independent, 'B,' horror films. As a result, eiCinema/Shock-O-Rama Cinema Studios now operates a business that provides work and creative outlets for many people. Accordingly, all eiCinema/Shock-O-Rama Cinema Studio productions must be approached in an objective and professional manner to ensure continued success and longevity. The "Location Working Guidelines" set forth below have been designed with these objectives in mind and we would appreciate if you abide by them at all times. To that extent, we ask that you read them and sign your name below acknowledging your understanding of these Guidelines and your obligation to abide by them.

Being on Time: We have hired you because we want you and/or your creative efforts included in our film. As a result, we intentionally create an ensemble atmosphere on the set and each and every person's presence and contributions are greatly valued and respected. We rely on this synergy to meet creative objectives, time deadlines and budgetary constraints. As a result, you can understand that any one person's tardiness can potentially cripple a production and that it is therefore extremely important that all staff be on time. To that end, eiCinema/Shock-O-Rama Cinema Studios will communicate and make all necessary arrangements to ensure your ease of compliance.

- In the event you are late more than once on a production, you will be docked Fifty (50%) Percent of your Day Rate.
- If tardiness exceeds two (2) days, all monies owed to you on the production will be forfeited and you will be fired.

Respecting Other People's Property (Use Common Sense!): Locations are difficult and expensive to obtain and in ei/Shock-O-Rama films often are the by-product of long-standing personal relationships. These relationships, like our cast and crew, have been instrumental in our success. Thus, we need all cast and crew to understand and respect the financial and relationship logistics invested in each production location. To that extent, we simply ask that you only enter those areas of the production location authorized by ei/Shock-O-Rama Cinema. In the event someone at the location tells you otherwise, even if, for example, it is the owner of the house, you must first check with the crew representative in charge of the location shoot. We also ask that you leave the location in the exact same condition in which you found it and if you need help doing that

please ask the crew representative in charge of the location shoot to assist you. While we have never experienced a theft on a location, any such activity is obviously prohibited.

- In the event you are caught stealing the property of a fellow cast or crew member or you are caught stealing property from the location, you will forfeit any monies owed to you and will be fired.

No Drugs or Alcohol: eiCinema/Shock-O-Rama Cinema Studios views each location production as a workplace environment and trusts that, as a professional, you will share the same perspective. Accordingly, we request that you perform your work in a sober condition without the influence of alcohol, illegal drugs or abuse of prescription drugs.

- In the event in EI's sole, but reasonable opinion, you are working in violation of this paragraph, you will forfeit any monies owed to you and will be fired.

It is ALWAYS a Closed Set (a.k.a. "Leave your pals, boyfriend/girlfriend or Mom at home"): Again, we simply ask you to please Exercise Common Sense in being discrete about the production. No guests are allowed on the set at anytime unless approved IN WRITING by executive producer Michael Raso. Also, should you leave the confines of the location temporarily to, for example, get lunch, there is to be no discussion about the film, production, cast, crew, etc. that would reasonably inform a layperson of the production.

Thank you for understanding the necessity of these Guidelines.

I have read the Location Working Guidelines before affixing my signature below and warrant that I fully understand the contents thereof and agree to abide by these Guidelines as a material condition of my engagement by eiCinema/Shock-O-Rama Cinema Studios in this production. I further warrant that I understand that by placing my signature upon this document it shall constitute this as a valid, binding and enforceable agreement.

PLEASE PRINT NAME _____

Dated: _____

LOCATION AGREEMENT/RELEASE FORM

THIS AGREEMENT made this _____ day of _____ by and between _____ COMPANY ("Production Company") and _____ ("Grantor").

1. IDENTITY OF FILMING LOCATION. Grantor hereby agrees to permit Production Company to use the property _____ located at _____ ("the Property") in connection with the motion picture currently entitled _____ (the "Picture") for rehearsing, photographing, filming and recording scenes and sounds for the Picture. Production Company and its licensees, sponsors, assigns and successors may exhibit, advertise, promote and otherwise exploit the Picture or any portion thereof, whether or not such uses contain audio and/or visual reproduction of the Property and whether or not the Property is identified or identifiable, in any and all media whatsoever now known or later devised in the universe in perpetuity.

2. RIGHT OF ACCESS. Production Company shall have the right to bring personnel and any equipment onto the Property and to remove same following completion of its use of the Property hereunder. Production Company shall have the right, but not the obligation, to photograph, film and use in the Picture the actual name, if any, connected with the Property or to use any other name for the Property. If Production Company depicts the interior(s) of any structures located on the Property, Grantor agrees that Production Company shall not be required to depict such interior(s) in any particular manner in the Picture.

3. TIME OF ACCESS. The permission granted hereunder shall be for _____ shoot during the period commencing on or about _____. The period may be extended by Production Company for additional remuneration if there are changes in the production schedule or other unforeseen delays such as due to weather conditions. The permission herein granted shall also apply to future retakes and/or added scenes.

4. PAYMENT. _____

5. ALTERATIONS TO LOCATION. Production Company agrees that (with

Grantor's permission) if it becomes necessary to change, alter or rearrange any equipment on the Property belonging to Grantor, Production Company shall return and restore said equipment to its original place and condition, or repair it, if necessary. Production Company agrees to indemnify and hold harmless Grantor from any and all liabilities, damages and claims of third parties arising from Production Company's use hereunder of the property (unless such liabilities, damages or claims arise from breach of Grantor's warranty as set forth in the immediately following sentence); and from any physical damage to the Property proximately caused by Production Company, or any of its employees, representatives or agents. Grantor warrants that it has the right and authority to enter into this Agreement and to grant the rights granted by Grantor herein. Grantor agrees to indemnify and hold harmless Production Company from and against any and all claims relating to breach of its aforesaid warranty.

6. NO KICKBACKS FOR USE. Grantor affirms that neither it nor anyone acting for it gave or agreed to give anything of value to any member of the production staff, anyone associated with the Picture, or any representative or Production Company, or any television station or network for mentioning or displaying the name of Grantor as a shooting location on the Property; except the use of the Property, which was furnished for use solely on or in connection with the Picture.

7. BILLING CREDIT. Grantor acknowledges that any identification of the Property which Production Company may furnish shall be at Production Company's sole discretion and in no event shall said identification be beyond that which is reasonably related to the content of the Picture.

8. RELEASE. Grantor releases and discharges Production Company, its employees, agents, licensees, successors and assigns from any and all claims, demands or causes of action that Grantor may not have or may later have for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or violation of any other right arising out of or relating to any utilization of the rights granted herein.

9. MISCELLANEOUS. This constitutes the entire agreement between the parties with no modifications unless in writing signed by both parties. A photocopy of this Agreement shall be as legally valid and binding as the original, construed under the laws of the State of New York rights herein granted shall inure to the benefit of all successors,

assigns, heirs, executors, etc. of each party hereto. The undersigned represents that s/he is either rightful and true owner of the Property or empowered as agent or otherwise to execute this Agreement for or on behalf of owner.

IN WITNESS WHEREOF, the parties have hereunto set their names and seals as of the date first above-written.

PRODUCTION COMPANY:

By: _____

GRANTOR

By: _____

RELEASE FORM

Shoot Day: _____

Location: _____

Scene: _____

Role: _____ (Featured) (Background) (Extra)

I hereby irrevocably grant to _____ (herein "Producer") and any parent, subsidiary and affiliated corporations and their respective successors, assigns, licensees, employees and agents, the right in perpetuity throughout the universe, and in all now known and hereafter existing media, and in any language, to use my name (including any fictitious names heretofore or hereafter used by me), physical likeness and/or voice in and in connection with the production, exhibition, exploitation, merchandising, advertising and promotion of the motion picture tentatively entitled _____ (the "Picture").

I agree that the foregoing grant includes the right to use my physical likeness in any form, including, without limitation, a photograph, picture, artistic rendering, silhouette or other reproduction by photograph, film, tape, or otherwise.

I represent to the best of my knowledge that the consent of no other persons, firm corporation, or labor organization is required to enable Producer to use my name, likeness and/or voice as described herein and that such use will not violate the rights of any third parties.

I acknowledge that nothing herein requires Producer to use my likeness and/or voice as described herein or in connection with the Picture.

The rights granted herein include the right to use the Picture or excerpts or stills from the Picture (include excerpts or stills containing my likeness and/or voice) in any other motion picture, publication, recording, or other medium and includes the right to edit, delete, and/or juxtapose (with any other part of the Picture), any part of the Picture in which I appear, and/or change the sequence of events in the Picture.

All rights, title and interest in and to the results and proceeds of the services and performances rendered by me in connection with the production of the Picture or any portion thereof shall, from its inception, be the sole property of Producer, free from any claim whatsoever by me or any other person.

This agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto, and cannot be modified except by writing signed by each party.

I hereby certify and represent that I am of legal age and have every right to contract in my own name in connection with this **Picture**, and that I have read the foregoing and fully understand the meaning and effect thereof, and intending to be legally bound:

I have signed this Authorization this _____ day of _____, 20____.

Any actor who is under the age of 18 must have his or her legal guardian sign the release form.

Signature: _____

Phone: _____

Print Name: _____

ADDRESS: _____

PLEASE WRITE YOUR NAME AS YOU WOULD LIKE IT TO APPEAR IN MAIN CREDITS:

Print Name: _____

E-Mail: _____