

Friday, September 25, 2009

Practitioner Name

Practitioner Address

Phone:

Fax:

Email:



Job Title:

Client:

Prod Co:

Agency:

Artiste:

Agency:

### ON-CAMERA FILM COMMERCIAL/ FILM /TV ARTISTE RELEASE AGREEMENT

In consideration for the Daily Rate of R\_\_\_\_\_, in the capacity of Background Artiste / Walk-on Flat Fee, I/Agency hereby agree and consent to the filming and recording of my person and/or voice at the Producer's discretion and the use of this contribution in whole or in part or not at all. The agency hereby confirms that such payment is made in full and final settlement of the client's liabilities to the agency / artiste for his/her services in participating in the above-mentioned production in the capacity cast.

The agency further agrees that full copyright pertaining to the above mentioned production is vested in the client who shall have the right to utilise the material once the artist has been paid in full.

The above mentioned fee (excl VAT and/or overtime/weather days/supplementary) is to be paid to the agency within the terms outlined in the Terms & Conditions of Agent or thirty (30) days from the end of the month in which the invoice is rendered.

If deemed to be a walk-on or featured extra in the final edit the day fee shall be increased to R\_\_\_\_\_ as a walk-on with 100% usage applicable OR R\_\_\_\_\_ as a featured extra and usage as per the casting brief shall apply and an IPA completed. If replacing a role of a character on the casting brief, the rate as briefed and usage shall apply to the upgrade.

- The daily fee is to be renegotiated with the agency within thirty (30) days of the decision to feature the artist.
- Usage and renewal fees will be applicable per country and per media used as per OSCASA and NAMA rates.
- Standard International Performer's Agreement must be completed in its entirety, inclusive of signatures.
- For purposes of this agreement, an artiste is featured as defined by the OCSA Guidelines. Production is to ensure that these guidelines are furnished to the client prior to the commencement of shooting.
- The agency representative as signatory hereto confirms they are duly it is authorized to sign and negotiate on behalf of said artiste.
- In the event of the client not being available to sign this agreement, the production company confirms that it has the requisite Power of Attorney to sign on behalf of the client.

I confirm that I am a South African citizen ordinarily resident in South Africa and that my engagement under this agreement is not contrary to Immigration Act of South Africa.

I agree to treat my contribution and my services under this agreement and anything I learn about the Production or Producer whilst carrying out my services under this agreement as confidential and shall not disclose the same to any third party without the Producer's prior consent.

#### IRP5 Information:

Artiste Address (home):		Address (Work)	
		ID Number	
Bank Details: Bank		Branch	
Account Number		Savings/Cheque/ Transmission	
Telephone Number		Cell Number	
Tax Number			

**Signed : Guardian/Agent** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**On behalf of/or Performer** \_\_\_\_\_

**(Agency Name)** \_\_\_\_\_

**For & On Behalf of Practitioner** \_\_\_\_\_

**(Name in Full)** \_\_\_\_\_