

Draft film contract

This draft version is designed to make it easier for film industry freelancers to ensure that all essential factors have been addressed when negotiating fees with industry employers. This draft version is also designed to function as a form of check-list, and to provide tips about the various points addressed.

Examples printed in italics.

Film Department comments and tips printed in bold.

Standard contractual text printed in normal style.

(A contract normally begins with a brief description of the project, its name, production schedule, director etc)

In 2005, "*Film Company Ltd*" shall produce a feature film (*novella, documentary, full-length feature, short film*) under the working name "*Anchors away*", directed by *D. Larsson*.

Filming is scheduled for the period *March 15th – April 25th 2004*.

The employee (*your name*) has expressed interest in participating in the production.

Consequently, "*Film Company Ltd*" and the employee have on this day entered into an agreement pertaining to the following:

CONTRACT OF EMPLOYMENT

1. The assignment

The employee undertakes to perform the duties of *property master* during the period *March 1st – April 28th*. **(NB: The dates agreed concerning period of employment are not the same as those for the actual filming! You must negotiate what may be deemed reasonable prepaid post-filming time, in the light of your professional role and the scale of the production.)**

The period of employment shall be terminated without need for any further action on the part of either party on completion of the above stated period.

2. Remuneration

In remuneration for services performed, the employee shall receive *SEK xx xxx per month*, to be paid in arrears on a monthly basis, on the 25th of every month. This sum shall be paid to: (*your bank and account number*).

(Did you know that the Swedish Film Agreement features a list that determines minimum wage levels for the industry?)

These levels represent absolute minimum wages, but it is perfectly acceptable to negotiate for higher rates. Your initial quote for the job

should always exceed the minimum recommended wage level. Take your working experience and other special qualities into account when arguing in favour of a higher level of remuneration! The Film Department's wage recommendations provide a good guide. Feel free to ring the Swedish Union of Theatre, Artist and Media (TF) for additional information!

3. Execution

The employee guarantees that he/she will be available to perform the duties as detailed under point 1 above, and will be entirely free from other commitments that might otherwise inhibit the execution of such duties.

4. Extra days

The employee hereby agrees, if so requested by "*Film Company Ltd*", and if feasible in combination with prior commitments, to perform additional work over and above the period stated in point 1, as directed by the producer, at a remuneration of: *SEK x xxx per day*. **(Here it is possible to negotiate x xxx as 1/20, 1/19, or 1/18 of your monthly wage).**

5. Overtime and non-standard working hours

Overtime and non-standard working hours are remunerated as per the national agreement between the MIA (Swedish Media Employers Association) and the TF (Swedish Union of Theatre, Artists and media).

(We naturally recommend that you retain your pay for overtime and non-standard working hours, and do not give these hours away by including them as part of your wages. Should you for some reason wish to do this anyway, it is extremely important that you calculate how much your wages should be adjusted upwards, and whether your professional function permits negotiation on the waiving of payment for overtime and non-standard working hours. See §29-32 in the Swedish Film Agreement.)

6. Copyright

The employee grants "*Film Company Ltd*" the right, as the film company shall decide, to exploit the film in any country or language by means of every currently known or subsequently developed technique.

"Film Company Ltd" also reserves the right to use material from the production, in the form of film clips or stills, in promoting the film. **(It is important that you check up to determine how your copyright rights function. Different professional roles entitle different levels of remuneration for copyright. See § 40, 41, 42 & 43, page 26-28 in the Swedish Film Agreement or contact TROMB- Rights and Media Corporation Swedish Union of Theatre, Artists and Media)**

7. Screening and distribution

With this contract, "*Film Company Ltd*" reserves the right to distribute and screen the film in all current and future media, including all other copyrighted material generated in connection with the production. Remuneration due for the use of copyrighted material is covered by points 2 and 5 above. **(Here again, you should check with TF or TROMB (Rights and media Corporation Swedish Union of Theatre, Artists And Media) if unsure of your copyright rights)**

8. Credit

In his/her role as *property master*, the employee shall be granted credit in an amount consistent with approved industry principles.

9. Travel, expenses and accommodation

The employee is entitled to claim travel expenses as per current collective agreements. A travel allowance may be paid in specific cases as per separate agreement. "*Film Company Ltd*" reserves the right to determine the level at which such an allowance shall be set. **(Two different models for travel expense claims are shown above)**

Travel and accommodation expenses are paid in accordance with the regulations governing such expenses as stated in law.

10. Holiday compensation

The employee is entitled to holiday compensation in an amount of 13%. **(This is applicable if you have a monthly salary exclusive of payment for overtime. If your overtime is included in your salary, you are entitled to holiday compensation at 14.4%)**

11. Secrecy

The employee agrees to maintain complete confidentiality concerning activities during filming, as well as the content of the film. **(This applies primarily to film content, information about those participating in the project and other information that could reveal the nature of the production. The term "activities" does not refer to work conditions and other actual work-safety issues)**

12. Other conditions

"*Film Company Ltd*" is responsible for the production. Filming schedule, working hours and other practical issues will be detailed in writing prior to the start of filming.

In all other respects, the relationship between the parties is governed by the terms of the current national agreement drawn up between the Swedish Media Employers' Association (MIA) and the Swedish union of Theatre, Artists and Media (TF). **(This applies if the film company is a member of MIA or has signed a local collective agreement with TF. If not, you may contact TF, which will offer the company a local collective agreement that features the same elements as the collective agreement between MIA and TF)**

This contract has been drawn up in two identical versions, of which one has been given to each party.

Location and date

Filmberga, January 15th 2004

...signature.....signature.....

Producer's name:

Employee's name, address and social security number.

Film company address:

Corporate ID:

Phone number:

Questions about your contract of employment or copyright rights? Call:

The Swedish Union for Theatre, Artists and Media (TF): 08 - 441 13 00

**TROMB (Rights and Media Corporation Swedish Union of Theatre, Artists and Media):
08 – 441 13 00**