

POTEMKIN PICTURES

CREW AGREEMENT

Potemkin Pictures acts as the production service provider to produce various films/series and to engage the services of all parties rendering services for these projects.

Crew Member: _____

Email: _____

Address: _____

Cell No: _____

City: _____ ST: ___ Zip: _____

Home No: _____

EMERGENCY CONTACT: _____

Relationship: _____

Phone No: _____

Production workdays are 12-14 hours. All production crew are UNPAID VOLUNTEERS. No payments will be issued for any services rendered.

OTHER TERMS AND CONDITIONS:

Airfare will not be reimbursed.

Auto/Gasoline will not be reimbursed.

Hotel will not be reimbursed.

Per Diem will not be paid.

Car Rental will not be reimbursed.

Cell Phone will not be reimbursed.

Credit, if any, accorded to a crew member, including the manner, size, type and placement shall be at the sole discretion of Potemkin Pictures.

The Terms and Conditions attached hereto are incorporated into this Crew Agreement. Capitalized terms not otherwise defined in the Terms and Conditions shall have the meanings set forth in this Agreement. The Terms and Conditions and this Agreement are hereafter collectively referred to as this "Agreement."

FOR OFFICE USE ONLY

JOB TITLE: _____

START DATE: _____

CREDIT AS: _____

END DATE: _____

TERMS AND CONDITIONS

1. This Agreement confirms the agreement between the Production Volunteer and Potemkin Pictures with respect to the Production Volunteer's services on any Potemkin Pictures production and the Production Volunteer's acceptance of such engagement subject to the terms and conditions set forth herein. Unless the Production Volunteer signs a separate, formal, written contract stating terms to the contrary, the Production Volunteer shall render services as required by Potemkin Pictures on the production on an "at will" basis, terminable at any time without prior notice and with no guarantee of paid employment. No oral statement about the terms of The Production Volunteer's involvement shall be binding, and the preceding sentence shall at all times govern the relationship between The Production Volunteer and Potemkin Pictures.
2. All of the Production Volunteer's equipment is the sole responsibility of The Production Volunteer. The Production Volunteer will be responsible for insuring all such items and, accordingly, The Production Volunteer shall bear all the costs associated with the loss, theft or damage of such items, with the understanding that Potemkin Pictures bears no responsibility for same. Box, kit and/or equipment rentals must be documented with a detailed inventory listing the value of each item, which inventory must be attached to this agreement.
3. The use of drugs or alcohol, or being under the influence thereof, during hours of production will result in the Production Volunteer's immediate dismissal.
4. The Production Volunteer shall not disclose any creative or material information relating to the Potemkin Pictures or its productions and projects. The Production Volunteer shall not bind Potemkin Pictures to any commitment or agreement, or make any purchase, sale, lease, trade or rental on behalf of Potemkin Pictures (an "obligation") unless the Production Volunteer obtains prior written approval of the Executive Producer who signs below and the Production Volunteer complies with Potemkin Pictures's procedures for entering into such obligation. The Production Volunteer is responsible for all recoverable assets purchased or promoted on the production in the Production Volunteer's possession or control. The Production Volunteer shall safeguard and inventory such items and reconcile such items with the Potemkin Pictures upon wrap. The Production Volunteer shall not sell, trade, rent, lease or give away such items without the written permission of the Executive Producer.
5. The results and proceeds of The Production Volunteer's services to Potemkin Pictures, including without limitation all works of authorship, materials, ideas, formats, designs, programs, promotions, and other intellectual properties resulting in whole or in part from such services, will be works-made-for-hire under United States copyright law and similar laws of other countries and Potemkin Pictures will be deemed the sole owner throughout the universe in perpetuity of all rights therein of all natures and in all media now known or hereafter devised, with the right to use the same in perpetuity in any manner Potemkin Pictures determines in its sole discretion without any further payment to The Production Volunteer. If, for any reason, there are any rights to such results and proceeds which do not accrue to Potemkin Pictures under the preceding sentence, then The Production Volunteer hereby irrevocably assigns and agrees to assign to Potemkin Pictures throughout the universe in perpetuity any and all rights, title, and interest thereto, including without limitation, any and all copyrights, patents, trade secrets, trademarks, and service marks of all natures and in all media now known or hereafter devised. Potemkin Pictures shall have the right to use the same in perpetuity throughout the universe in any manner Potemkin Pictures determines without any further payment to The Production Volunteer. Potemkin Pictures shall have the right to use, adapt, change, alter, delete from, add to or rearrange the results and proceeds of The Production Volunteer's services or any part thereof in its sole discretion, or to combine the foregoing or any part thereof with other works or materials. The Production Volunteer hereby waives the benefit of any law or principle known as "droit moral" or "moral rights of authors" or any similar law or principle. The Production Volunteer shall perform those acts that Potemkin Pictures may from time to time request to establish, enforce or document Potemkin Pictures's rights thereto.
6. The Production Volunteer acknowledges that the subject matter and content of the Project is highly confidential (the "Confidential Information") and the Production Volunteer agrees that the Production Volunteer will not, directly or indirectly, disclose, divulge, render or offer any information concerning the Confidential Information, except as required in connection with the Production Volunteer's performance of services under this agreement or by process

of law. As a condition of the Production Volunteer's employment hereunder, the Production Volunteer agrees to execute any Affidavit and all other documents, prepared and submitted by Executive Producer from time to time, with respect to the Production Volunteer's compliance with procedures, rules, and regulations established by the Executive Producer to maintain the integrity of the Project and for the affirmation of compliance with applicable laws.

7. The Production Volunteer grants to Potemkin Pictures the right to issue and authorize publicity concerning the Production Volunteer, and to use the Production Volunteer's name, voice, likeness and biographical data in connection with the distribution, exhibition, advertising and other exploitation of the Project, including, but not limited to in connection with any "making of footage" or any electronic press kit ("EPK") The Production Volunteer will not at any time issue or authorize publicity or disclose any confidential information relating to this engagement or the Project or Potemkin Pictures (as distinguished from personal publicity relating solely to the Production Volunteer) without Potemkin Pictures's prior written consent in each case.

8. The Production Volunteer acknowledges that Production Volunteer's services and the rights and privileges granted by the Production Volunteer are of a special, unique, extraordinary and intellectual nature, giving them peculiar value, the loss of which cannot be adequately compensated for by damages or any remedy by law and a breach by Production Volunteer of this document will cause Potemkin Pictures irreparable harm. Accordingly, notwithstanding the foregoing, in the event of any breach, or an attempted or threatened breach, of this agreement, Potemkin Pictures shall be entitled to equitable relief, however, failure of Potemkin Pictures to exercise such right shall not be construed as a waiver of any preceding or succeeding breach of the same or any other term or provision hereof. In no event may the Production Volunteer seek or obtain injunctive or other equitable relief with respect to any act or omission by Potemkin Pictures, all such rights being expressly waived by the Production Volunteer, and the Production Volunteer further expressly agrees that the Production Volunteer's sole remedy for any breach by Potemkin Pictures is to seek monetary damages, if any, in an action at law.

9. Any controversy or claim arising out of or in relation to this Agreement or the validity, construction or performance of this Agreement, or the breach thereof, shall be resolved by arbitration in accordance with the laws of the State of Georgia. Such rules and procedures are incorporated and made a part of this Agreement by reference. The parties shall have the right to engage in pre-hearing discovery in connection with such arbitration proceedings. The parties agree hereto that they will abide by and perform any award rendered in any arbitration conducted pursuant hereto, that any court having jurisdiction thereof may issue a judgment based upon such award and that the prevailing party in such arbitration and/or confirmation proceeding shall be entitled to recover its reasonable attorney's fees and expenses. The arbitration award shall be final, binding and non-appealable. The Parties agree to accept service of process in accordance with the American Association of Arbitrators' rules.

By signing below the Production Volunteer agrees to comply with, and be subject to all of the terms set forth herein. This document is only effective upon signature of an authorized representative of Potemkin Pictures.

Potemkin Pictures

Production Volunteer

By: _____
Randall Landers

EXECUTIVE PRODUCER

By: _____

PRODUCER