

ACT Standard Contract Agreement

This CONTRACT / AGREEMENT is made at _____ on this ____ day in the month of _____ in the year _____.

BETWEEN

ABC, a Sole Proprietorship / Partnership firm / Private Limited Company / Public Limited Company with NTN# _____ having its registered office at **XYZ, City, Pakistan**, doing business as a Film & Television Producer / Production Company, through its duly authorised representative, namely Mr. / Mrs. / Ms. _____, son of / daughter of / wife of Mr. _____, Adult, Resident of _____, holding NTN / CNIC No. _____, (hereinafter referred to as "Party of the First Part" / "First Party" or "Company", which expression shall include their successors, assigns, heirs, representatives, etc.),

AND

Mr. / Ms. Actor's Legal Name, son of / daughter of / wife of Mr. _____, Adult, Resident of _____, holding CNIC No. _____, (hereinafter referred to as "Party of the Second Part" / "Second Party" or "Artist", which expression shall include their successors, assigns, heirs, representatives, etc.).

WHEREAS the **First Party** is engaged in the business of **Film, Digital, Television, Theater, Radio, Advertising Producer / Production Company**.

AND WHEREAS the **Second Party** is a professional **Performer / Actor / Artist**.

NOW THEREFORE, Both Parties have agreed to enter into this **Talent Contract / Agreement** on the following terms and conditions: -

TERMS AND CONDITIONS

1. INTRODUCTION

1.1. That the First Party has agreed to engage and hire the professional talent services of the Second Party as Artist / Actor to perform in their **Television Serial or Soap / Digital Series or Film / Cinematic Film / Theater Production / Radio Show / Advert / VO Project** under the working title of 'XYZ' for the part of 'XYZ', which the Second Party has agreed to.

2. CONSIDERATION, DATES, AND MODE OF PAYMENT

2.1. That the First Party shall pay a total sum (after deduction of all applicable taxes as per laws and regulations and Tax Challans must be given to the Second Party as per law) to the Second Party of PKR _____/- (Pakistani Rupees **XYZ only**) for **(Unbranded) XYZ Project for the role of XYZ**.

2.2. **Total Working Days required for this contractual package:** _____
Total Episode Numbers in Project: _____
Window of Months required to complete the Project within: From _____ to _____
Working days shall start by _____ and end by _____

2.3. The Second Party shall not be entitled for any further claim for the mentioned number of days or episodes after receiving agreed amount if the (unbranded) episodes, filming days mentioned are retained. If extra episodes, extra days or branding of project gets involved at any stage of the Project or after it's completed then in this case the Two Parties shall mutually work out the extra fee compensation due to the Second Party.

- 2.4.** That the mode of payment shall be made by the First Party through pay order / crossed cheque / online bank transfer in favour of the Second Party as per Government issued identification documents such as Computerised National Identification Card (CNIC).
- 2.5.** That the First Party shall pay the Second Party for their professional talent services on the following terms and conditions: -
- a.** 25% of the total agreed sum shall be made as down payment to make this contract valid. Non-refundable to lock the first spell of days.
 - b.** The sum must be paid and this contract must be signed in two original copies (one original to be retained by each party) before the commencement of the shoot of the Second Party begins.
 - c.** 10% of the total sum shall be paid by or on the first day of work of the Second Party. Non-Refundable to lock further dates for second spell.
 - d.** 30% of the payment to be paid by or before 60% of the shooting schedule / work of the Second Party is completed. Production Schedule must be shared with the Second Party at all times to be able to follow for this purpose.
 - e.** Remaining 35% of the total agreed sum must be cleared during the last shoot spell and before the Project filming concludes or within the window of last month decided in this contract, whichever comes first. Any extra dues owed by First Party to Second Party must be cleared within this time frame as well.
 - f.** **In the case of per day deals: Both Parties may mutually decide on payment cycles and add to the contract.**
- 2.6.** That in case of shoot being cancelled due to unforeseen Force Majeure events such as law and order situation, government notifications, unfavourable weather, health crisis or any other reasonable unforeseen circumstances, the Second Party will cooperate to re-schedule dates on pro bono basis.
- 2.7.** That one working day shall not exceed 10 hours. A day shall be considered a day when Second Party's date has been blocked. The said 10 hours shall be deemed to initiate upon the reporting of the Second Party to the mutually agreed appointment date and time of pick up by the First Party provided that clause 3.6 below is followed by both parties. In case the working day exceeds 10 hours, the Second Party reserves the right to charge PKR _____ (Pakistani Rupees _____ only) per hour for every additional hour of work if the Second Party agrees to work beyond the 10 hours allocated per day of the shoot.
- 2.8.** That on completion of payment by the First Party in favour of the Second Party in terms of this Contract / Agreement, the Second Party's performance / role as Actor / Artist provided under this Contract / Agreement will become the intellectual property of the First Party including its rights for screening and exhibition through cinema, television, feature TV Serials, stage drama, cable, disc, tape, digital video formats, online streaming and / or downloads, and any other media, or contrivances whatsoever present or future for the entire world. Further, the Second Party will not claim any additional / extra remuneration for playing / re-playing, broadcasting, and telecasting / re-telecasting of the above performance / role anywhere in the entire world under any title, trade name or identity whatsoever unless the Project gets branded in which case the two parties shall mutually renegotiate their financial understanding.
- 2.9.** That the First Party shall provide all deducted taxes Tax Certificate due to the Second Party within 30 days after the final payment is made.

3. COVENANTS OF THE FIRST PARTY

- 3.1.** That the First Party will not abruptly and unilaterally cancel a recording for the Second Party's performance on the performance days (mutually agreed dates). That if the First Party cancels the agreed date(s) of recording without due notice and consent of the First Party, the day(s) in question shall be regarded as a full paid day provided that the operation of this clause shall be subject to force majeure circumstances.
- 3.2.** That the provision of wardrobes, accessories and props for the Second Party will be the primary responsibility of the First Party as and where applicable but the Second Party may arrange the same himself / herself so that the character can be portrayed convincingly and flawlessly. If any such property of the Second Party arranged for the project is handed over to the crew of the First Party, the First Party will be responsible for any theft of and / or damage to the property and the First Party shall compensate the Second Party for such consequential loss.
- 3.3.** That the First Party must seek permission from the Second Party to use any image / video / audio of the First Party that was not recorded by and for this project. None of the footage recorded for this project of the Second Party may be sold / used as raw footage to / by any Other Party at any given time or used in any manner to defame the Second Party.
- 3.4.** That the First Party shall make reasonable arrangements for safe keeping of any personal property(ies) of the Second Party. In case of theft or damage of such property in the provided arrangements, the responsibility shall fall on the First Party who shall compensate the Second Party for such consequential loss. The First Party shall not be liable for any theft or damage of any property of the Second Party in circumstances outside the reasonable arrangements of safekeeping provided by the First Party.
- 3.5.** That the First Party will be responsible for Food & Beverage (F&B) arrangements meeting fundamental standards of hygiene and health. Special requirements of food or any other item will not be accepted & entertained. The Second Party is free to bring his / her own food and beverages or make own food and beverage arrangements should the Second Party not want to avail the First Party's reasonable F&B arrangements.
- 3.6.** That the First Party is primarily responsible for providing transport to the Second Party to and from the location / locations of the recording(s). The Second Party may choose to use its own mode of transport at own expense and intimate the same to the First Party prior to and within reasonable time of the shooting schedule. In case the First Party provides the transport, it shall not wait for more than 15 minutes for the Second Party. In such a case, the Second Party is responsible to arrange for its transport.
- 3.7.** That if the Second Party is required to travel outside of his / her city of residence for recording / dubbing, all expenses and responsibilities of arrangements of travel and accommodation shall be borne by the First Party. This shall include a confirmed return air ticket, road transport with driver, and accommodated at an appropriate, safe and decent hotel / guesthouse accommodation. In case the Second Party prefers a better accommodation, it shall be responsible to bear the balance of the cost. The Second Party shall also be paid a reasonable sum as per diem to cover basic expenses for meals and travel. In case the Second Party arranges its own travel and / or accommodation, the First Party shall compensate it by adding the sum to its per diems.
- 3.8.** That it is understood that the First Party is responsible for the safety and well-being of the Second Party while it is on its reported working day. The First Party shall also make reasonable arrangements for the comfort of the Second Party while at work. This includes, and is not limited to, provision of comfortable non-smoking waiting rooms / areas with, functional and hygienic lavatory facilities, adequate air conditioning / heating as applicable. No extra persons allowed on sets besides the team required for the Project.

- 3.9.** In the case of the Second Party getting physically hurt or injured on shoot set or location due to the First Party's negligence, all medical expenses would be borne by First Party for Second Party health needs without any limitations if health coverage is not bought to cover such costs of production cast & crew.

4. COVENANTS OF THE SECOND PARTY

- 4.1.** That the Second Party will provide full support and co-operation to the production team and will be available to work on the 'XYZ' project during the mutually agreed dates and schedule / assignments. The Second Party will also be available for the ADR (Voice Dubbing) sessions on mutually agreed dates and agrees to complete the Audio Sessions of Dialogue recordings within **30 to 60 days** after the end of shoot, subject to due notice of dates and times as their working schedule permits.
- 4.2.** That the Second Party will not absent himself / herself from recording for the Second Party's performance as required on performance days (mutually agreed dates). That if the Second Party fails to appear on shoot on time / observe call time, or if the Second Party is not available on the mutually agreed date, the Second Party will be responsible for the whole expense of the shoot planned for that day provided that the operation of clause (2.6) shall be subject to force majeure circumstances.
- 4.3.** That the Second Party will conduct himself / herself in a professional manner with good moral conduct on shoots. The Second Party will commit himself / herself to the completion of the project. That the Second Party will not unreasonably cause delays or hindrance to the project or its shoot, nor will disparage the project, the company or the team. The Second Party hereby agrees and undertakes to give full co-operation to First Party's director, staff, and technician of the project, connected with the recording of the project.
- 4.4.** The Second Party has the right to refuse performing any scenes / dialogues He / She finds offensive to others Religious / Cultural / Social / Moral sensitivities or wearing any outfits for shoots that makes them feel uncomfortable.
- 4.5.** Daily call time must be provided with reasonable notice by First Party and Second Party must respect and follow proper call time to avoid any production delays.
- 4.6.** That the use of phones is strictly prohibited during the shoots on the floor unless there is reasonable and / or emergency use for doing so. Phone recordings would not be allowed on sets by the team or any others visiting the shoot.
- 4.7.** That the First Party welcomes any suggestions from the Second Party regarding characterisation, styling and content of the script, however the final call lies with the First Party, whose representatives would be the director / 2nd unit director on the shoot.
- 4.8.** That consumption of any kind of intoxicants are restricted on the shoot sites. Moreover, if anyone reports to work under the influence of any such intoxicant in a manner that restricts or inhibits Project shoot, that person would be liable to a penalty for the whole expense of the shoot planned for that day.

5. MISCELLANEOUS

- 5.1.** That neither of the Parties shall be subject to engaging in any illicit, illegal, immoral behaviour during the course of the project, whether on or off camera.
- 5.2.** That both Parties will ensure Confidentiality and Non-Disclosure of this agreement and all matters pertaining to the project and its script including its storyline and ideas unless so required under law or for legal purposes. That the Second Party will not disclose or discuss information with Third Parties without the prior consent of its Producer and / or Director.

- 5.3. That the Second Party will make itself available for promotion of the project on mutually agreed paid dates. Furthermore, the Second Party shall be assured inclusion / participation in not less than 50% of all promotional activities, subject to reasonable notice of the same being given by the First Party provided that if such promotional activities require the Second Party to travel out of his / her city of residence, all ancillary expenses shall be borne by the First Party.
- 5.4. That neither Party will be responsible for any verbal commitments with any individual associated with the project and will only honour the agreed terms and conditions in principle mentioned in this agreement or through any other written instrument signed and agreed between the parties prior to commencement of the project.

6. CHANGES, TERMINATIONS AND DISPUTES

- 6.1. That any changes, modifications, amendments, etc. of the terms of this Contract / Agreement may only be made in writing between both Parties.
- 6.2. That this Contract / Agreement shall come into force and effect on the date on which it is signed on behalf of the First Party and the Second Party and signing amount is paid to First Party.
- 6.3. That the First Party may terminate this Agreement in case of material breach by the Second Party. In case of a breach capable of remedy, the First Party may only terminate this Agreement in case the Second Party does not remedy its breach within 14 days of the First Party's notice in writing to the Second Party specifying the breach providing the Second Party reasonable time and ability to rectify such breach.
- 6.4. That the Second Party may forthwith terminate this Agreement without prejudice to any rights that may have accrued under this Agreement to it prior to such termination, if the First Party:
- a. Is in breach of its obligations under this Agreement and has not remedied the same within three (3) working days following receipt by the First Party of the Second Party's notice in writing specifying the breach;
 - b. Becomes insolvent or bankrupt or enters into any arrangement with its creditors for relief of debt or takes any advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - c. Fails to comply with any final decision reached as a result of arbitration and / or mediation proceedings pursuant to this Agreement;
 - d. Fails to provide payments to the Second Party in accordance with the terms hereof;
- 6.5. That it is agreed between both Parties that in case of any dispute arising between them, the matter shall be attempted to be resolved in the first instance through alternate dispute resolution mechanisms such as arbitration and / or mediation, which shall be the discretion for either Party to invoke, through their respective legally registered Trade Associations arbitration committees.
- 6.6. In case Trade Association arbitration efforts fail, either Party may serve legal notices in writing to be sent to the other Party and appropriate legal proceedings commenced in competent courts of law under the provisions of the Arbitration Act, 1940 and / or Section 89-A of the Code of Civil Procedure, 1908, and otherwise under law as the case may be, where the seat and jurisdiction of arbitration and / or mediation shall be **(City Name)**, Pakistan. On appointment of an arbitrator / mediator in accordance with law, the said arbitration and / or mediation proceeding shall be concluded within a period of 60 days thereof, failing which the matter shall proceed in competent courts of law under the laws of the land.
- 6.7. That the First Party shall indemnify and hold the Second Party harmless from and against all expenses, claims, actions, liabilities, costs or proceedings which it may incur, or which may arise, directly or

6.8. That this Contract / Agreement shall be binding upon each of the parties and their respective successors and permitted assigns. Both the parties have read and agree to the terms and conditions mentioned above and have laid their respective hands on the date and place above mentioned in presence of the witnesses.

Now therefore, in light of the terms and conditions as set forth above, both parties affirm that they have read, agreed to and have signed this Contract / Agreement as binding on each of them in the best of spirit and intention for the betterment and successful completion of the project.

EXECUTANTS

(1) ABC, a Sole Proprietorship / Partnership firm / Private Limited Company / Public Limited Company having its registered office at **XYZ, City, Pakistan**, doing business as a Film & Television Producer / Production Company, through its duly authorised representative, namely Mr. / Mrs. / Ms. _____, son of / daughter of / wife of Mr. _____, Adult, resident of _____, holding CNIC No. _____.

Signature of First Party

(2) Mr. / Mrs. / Ms. _____, son of / daughter of / wife of Mr. _____, Adult, resident of _____, holding CNIC No. _____.

Signature of Second Party

WITNESSED BY:

1. Name:
CNIC No:
Signature:

2. Name:
CNIC`:
Signature: