

Stunt Performer's Agreement

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General Information

Stunt Performer's Agreement

This Stunt Performer's Agreement is between a production company and an individual who will render services as a stunt performer. This agreement sets out a detailed description of the services to be rendered, the role the performer will play in the production or movie and the term of the engagement. It also spells out the rate of compensation the stunt performer will be paid, the work environment and any additional compensation the stunt performer will receive.

A business arrangement such as this should always be clearly memorialized in writing. A well-written Stunt Performer's Agreement will prove valuable in the event of miscommunication or misunderstandings regarding the stunt performer's role.

Instructions and Checklist

Stunt Performer's Agreement

- The parties must read the agreement carefully.
- Insert all requested information in the spaces provided on the form.
- The provisions regarding compensation should be read carefully. If there are disagreements or misunderstandings they will likely focus on these provisions.
- This form contains the basic terms and language that should be included in similar agreements.
- Both production company and stunt performer must sign the agreement.
- Both parties should retain either an original or copy of the signed agreement.
- All legal documents should be kept in a safe location such as a fireproof safe or safe deposit box.

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STUNT PERFORMERS AGREEMENT

This agreement made effective as of the ___ day of ___, 20___ (herein after referred to as the “Agreement”),

BETWEEN,

[Name of the Production Company]

{Address}
 (“Producer”)

-And-

[Name of the Stunt Performer]

[Address]
 (“Performer”)

1. **Description of the services:** Producer hereby engages the Performer to render services as (*describe Performer’s role*) in relation to the motion picture (herein after referred to as “Picture”) and Performer shall accept such agreement in conjunction with the rules set forth in the Agreement.
2. **Term/Guarantee:** Producer guarantees to furnish to the Performer not less than ___ days of engagement and shall pay him ___ dollars for the agreed days of engagement.
3. **Start date:** The term of the Performer’s engagement shall begin on ___ (insert date).
4. **Next date:** The start date of the Performer’s next engagement is (insert date).
5. **Stunt adjustments:** The rate of compensation specified to the Performer shall be adjusted in case of any stunt adjustments if the Producer requires. Such stunt adjustments shall be amicably agreed upon by the parties through good faith bargaining, and any such changes shall be noted or included in the daily time card of the Performer. Such stunt adjustments shall add to the compensation of the Performer.
6. **Rights:** The Producer shall have unfettered rights over the motion picture to exhibit it in any forms of media and that he shall also own a right over the results and proceeds of the stunt Performer hereunder.
7. **Obligations of the Producers and Performers:**

➤ Following are the obligations of the Producers towards their Performers:-

- a) The Producer shall not discriminate the Performers on the basis of their caste, creed, sex and such other criteria.
- b) There shall be full freedom to the Performers from personal harassment.
- c) Complete security to be provided by the Producer with regards to the payments in due during production.

➤ Following are the obligations of the Performer towards the Producer:-

- a) The Performer shall not violate any of the rules and behave unprofessionally thus giving a way to professional misconduct.
- b) If the Performer fails to fulfill his engagement then he will have to forfeit his performance fee unless the absence has a genuine cause behind it.
- c) The Performer shall report to the Producer any injuries which might lead to the cancellation or delay in the shooting.

8. **Working environment**: At any time during the shooting the Performer shall refuse to work, if the Producer fails to provide the Performer with the basic clean environment and clean sanitary provisions. The Producer shall see to it that the Performer is provided with clean drinking water and fresh air and such other basic amenities.

9. **Overtime and leisure**: Any time if the Performer works more than the prescribed hours for a day, then in accordance with the provisions of this Agreement, Performer shall be paid additional compensation. The Performer is entitled with leisure for his personal activities, and that Performer shall be provided with minimum of one hour break in an 8 hour schedule.

10. **Additional compensation**: If the motion picture is exhibited anywhere in the universe, containing the stunts performed by the Performer, in the following media,

- a) “Free” television exhibition anywhere in the universe,
- b) Market exhibition (supplemental),
- c) Basic cable exhibition anywhere in the universe,

then the Producer shall pay the Performer what is called the additional compensation as per the agreed Agreement.

- 11. **Motion picture and Television fund**: The stunt Performer hereby authorizes the Producer to deduct from the compensation an amount of ___ percent of each part of the compensation due to stunt Performer hereunder and pay such compensation to the “**MOTION PICTURES AND TELEVISION FUND OF AMERICA INC**”.

- 12. **Incorporation of the Producer/SAG collective bargaining agreement**: The Performer’s engagement will be on the basis of the agreed terms, conditions, and exceptions of the said provisions applicable to the rate of compensation and guarantee specified.

- 13. **Waiver**: The Performer shall not waive any provision of the **SAG (Screen Actors Guild)** agreement, unless given in writing.

- 14. **Signatory**: The production either presents that the motion picture is a signatory to the **SAG** or such other agreement under the “**INDEPENDENT PRODUCTION**” provisions of the General provisions of the **SAG** basic sector codified agreement.

The signing of the Agreement signifies the acceptance by the parties, the above mentioned rules and provisions of this Agreement.

PRODUCTION COMPANY

STUNT PERFORMER
