

FILM PRODUCER AGREEMENT

Location: _____ Date: _____

Producer Information:

Full Name / Company: _____

Address: _____

Phone / Email: _____

Production Information:

Title of Film / Project: _____

Genre: _____ Format: _____

Estimated Budget: _____ USD

Agreement Terms and Conditions:

1. Appointment and Services

Producer hereby agrees to develop, produce, and complete the motion picture project identified above (the "Film") according to the terms set forth herein. Producer shall provide all necessary services, personnel, equipment, and facilities to complete the Film in a professional manner and consistent with industry standards.

2. Compensation

Producer shall be compensated as follows: [Specify payment details, schedules, milestones, bonuses, and any profit participation]. All payments shall be made in U.S. dollars.

3. Term and Termination

This Agreement shall commence upon execution and continue until completion and delivery of the Film, unless earlier terminated by either party for cause or convenience with prior written notice. Upon termination, Producer shall deliver all completed and in-progress materials and shall be compensated pro rata for work performed.

4. Rights and Ownership

Producer acknowledges that all rights, title, and interest in and to the Film, including all underlying intellectual property rights, shall be owned exclusively by the Producer unless otherwise agreed in writing. Producer hereby grants the Client a license to use the Film as specified in this Agreement.

5. Deliverables

Producer shall deliver the final completed Film in the agreed format(s), along with any additional deliverables such as trailers, stills, or promotional materials, by the specified delivery date.

6. Confidentiality

Both parties agree to keep confidential any proprietary or sensitive information obtained during the term of this Agreement and shall not disclose such information to any third party without prior written consent, except as required by law.

7. Representations and Warranties

Producer represents and warrants that: (a) the services will be performed in a professional and workmanlike manner; (b) the Film will not infringe upon any third party's rights; (c) Producer has full authority to enter into this Agreement; and

(d) the Film shall comply with all applicable laws and regulations.

8. Indemnification

Producer shall indemnify and hold harmless the Client from and against any claims, damages, liabilities, costs, or expenses arising out of any breach of the warranties or representations made herein or from Producer's negligence or willful misconduct.

9. Insurance

Producer shall maintain appropriate insurance coverage, including general liability, workers' compensation, and any other necessary insurance related to the production of the Film.

10. Independent Contractor

Producer is engaged as an independent contractor and not as an employee, partner, or agent of the Client. Nothing in this Agreement shall create any employment relationship.

11. Dispute Resolution

Any disputes arising under or related to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association, held in the jurisdiction specified below.

12. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. Both parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

13. Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, governmental actions, or natural disasters.

14. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

15. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, understandings, or agreements, whether written or oral.

16. Amendments

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

17. Notices

All notices required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, overnight courier, or electronic means with confirmation of receipt to the addresses set forth above or such other addresses as designated in writing.

18. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

19. Waiver

Failure to enforce any provision of this Agreement shall not constitute a waiver of any other provision or right.

20. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be executed by electronic signature or PDF, all of which together shall constitute one agreement.

PRODUCER'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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