



## ARTIST'S AGREEMENT (Day player)

**DATED:**

**BETWEEN:-**

1. **ARTIST NAME** whose address is [ADDRESS] ("the Artist")

2. Producer and Production Company details:

**Gareth Unwin  
Hub TV  
403 Clerkenwell Workshops  
31 Clerkenwell Close  
London EC1R 0AT**

**WHEREAS:**

The Producer is making a 'mobisode' production entitled "**THE GYM**" intended for remote delivery as defined below and the Producer wishes to engage the services of the Artist to play the part of [ROLE] ("the Part") in the Programme.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**TERMS:**

### 1. MOBISODE

For the purpose of this agreement 'a mobisode' is an entertainment Programme, not exceeding 5 minutes in duration produced by HUB TV on behalf of ITV Mobile. A mobisode is produced for exhibition on a screen of a handheld device such as a mobile phone and which the Programme is transmitted via a mobile or internet protocol delivery technology on a non-permanent downloadable basis.

### 2. ARTIST'S ENGAGEMENT

**2.1** The Artist will render services on first call in the rehearsal, photography and recording of the Part for the period [DATE] to [DATE]/on

the following days on [DATE] to [DATE], inclusive (“the Engagement Period”).

**2.2** The Artist will render services on second call prior to the Engagement Period for the purposes of read through and after the Engagement Period for the purposes of added scenes and retakes.

### **3. ARTIST’S REMUNERATION**

The Artist’s remuneration shall be no less than as follows:

**(i) Daily Rate:**

Not less than one hundred and seventy five pounds (£175) for up to (11) hours during which one and a half hours (1 ½) shall be taken as break, one break of not less than one (1) hour shall be given not more than five (5) hours from the start of the session.

**(ii)** On payment of the artists aggregate earnings Hub TV shall acquire the right to no more than 20,000 downloads of the title

**(iii) Overtime**

Not less than £6.25 for each 15 minutes or part thereof.

**(iv)** In negotiating artists fee it is agreed that the fee must reflect the role and nature of the engagement and the number of episodes, segments and installments’ into which the artists performance maybe incorporated

**(v) Rehearsal(s)/Read-through**

Not less than sixty five pounds (£65) for each day or part thereof

**(vi) Additional day(s)**

Not less than a fee of one hundred and seventy five pounds sterling (£175) per day

**(vii) Multi Episodic**

On payment of 50% of the artists aggregate earnings the producer shall acquire the right to incorporate the artists performance into not more than 13 episodes, segments and installments and thereafter the after the artist shall receive 50% of their aggregate earnings for each 13 episode blocks

**(viii)Voiceover**

Not less than a fee of one hundred and thirty pounds (£130) per 2 hours

### **(ix) Fitting**

Not less than a fee of sixty five pounds (£65)

**3.1** The "Artist's Aggregate Fee" is the total Weekly and /or Daily Rate payable to the Artist.

**3.2** All sums payable to the Artist for the initial performance fee(s) shall be due and payable within fourteen (14) days of the last day of engagement.

**3.3** Royalties due to the Artist shall be made, upon signature of this Agreement, on a quarterly basis, 30 days in arrears and upon presentation of an invoice. Hub TV shall accompany such payments with clear and detailed statements of account ("Statement") setting out details of all sales and distribution revenues generated therefrom, to the person identified in the Agreement at the address set forth for such person in the Agreement no later than 30 (thirty) days following the end of each calendar quarter such quarters ending on 31st March, 30th June, 30th September and 31st December of each year.

**3.4** The producer will pay to the Artist the following royalties for the exploitation of the program via mobile phone:

#### **3.5 Carrier revenue within the UK**

Engagement inc 20,000 downloads. Additional 5% of the artists aggregate earnings should 50,000 downloads be reached, and structure per 50,000 downloads thereafter on payment of 5% of the artists aggregate earnings per tranche

#### **3.6 Markets outside of UK**

17% of combined Producer's Net Receipts arising from the downloads to the extent actually received by the Producer paid pro rata according to the Artists aggregate earnings. Producers Net Receipts being deemed as all gross receipts received from international sales with all necessary deductions made (further format fees, management costs, sales agents fees and other additional direct costs incurred through the sale of the program)

### **4. AUDIT**

The Producer shall maintain full and accurate books of accounts and records ("Accounts") of its receipts from all sales of the Programme(s). The Artist or its duly authorised representative(s) may, during normal business hours and upon not less than 14 days notice, inspect the Producer's books of Accounts insofar as they relate to the Programme and at the Artist's cost take copies and extracts therefrom. The Producer shall, without prejudice to any other rights or remedies available to the Artist, pay to the Artist the amount of any understatement revealed, the Producer shall additionally reimburse to the Artist the costs of such examination and audit.

## **5. EXPENSES**

Any expenses due to the Artist in performing his/her obligation under this Agreement will be subject to agreement between the Producer and the Artist and/or their representative and paid upon production of a legitimate receipt.

## **6. HOLIDAY PAY**

**6.1** An Artist shall be entitled to paid holiday calculated at four weeks a year on a pro rata basis.

**6.2** The Producer may nominate periods of holiday and will provide at least twice as much notice as the length of the nominated period, e.g., at least two days notice for one day of holiday.

**6.3** In addition, subject to the agreement of the Producer, holiday may be taken at times requested by the Artist. The Artist must give at least twice as much notice as the length of the period requested.

**6.4** Days of holiday taken during the period of the engagement shall be paid at the same rate as if they were days of work.

**6.5** If at the end of the engagement an Artist has not taken all the holiday due to them then payment shall be made in lieu of holiday accrued but not taken. A payment of £100 shall be made for every full day of holiday accrued but not taken. As an alternative, payment for holiday due but not taken can be calculated at the rate of £8.33 for each day an Artist works.

## **7. CREDIT**

To be agreed in "good faith" between the parties.

## **8. ARTIST'S UNDERTAKINGS AND WARRANTIES**

**8.1** The Artist will comply with all rules and regulations in force at such places at which he/she is required to render services hereunder.

**8.2** The Artist hereby consents to the use by the Producer of his/her name and approved biography and likeness in connection with the publicity for the Programme PROVIDED THAT such name or likeness or biography is not used so as to suggest in any way that the Artist uses or endorses any goods or services other than the Programme itself.

**8.3** The Artist grants all consents under the Copyright, Designs and Patents Act 1988 or any statutory modification or re-enactment thereof for the time being in force which the Producer may require for the making

and use of the production subject to the restrictions on use of the production contained in the Agreements.

**8.4** Uses of the production shall be paid for in accordance with the fee arrangements as set out in the Agreements.

## **9. MISCELLANEOUS**

**9.1** No part of the Artist's performance shall be used in any other programme without a prior licence from the Artist.

**9.2** The Producer may at any time assign to any person, firm or company the whole or any part of the benefit of the Artist's engagement provided that the assignee undertakes the obligations of the Producer under the Agreement and under the Artist's Form of Engagement.

**9.3** The Artist shall thereupon render services to the assignee and shall look primarily to the assignee for fulfillment of the Producer's obligations, but as between the Artist and the Producer, the Producer shall not be released from any of the obligations imposed on the Producer under this Agreement or the Artist's Form of Engagement which shall remain in full force and effect insofar as the same shall not have been fulfilled by the assignee.

**9.4** The Producer agrees that, in the event of an assignment or partial assignment of the copyright in the programme to a third party assignee, the Producer will also assign all rights and obligations under this Agreement to the assignee including the obligation to make all use fee payments in accordance with the Agreement. The Producer will ensure that a further clause is included in the assignment to the third party assignee together with a clause requiring the third party to ensure that all rights and obligations under the Agreement shall be incorporated in all and any future and further assignments.

**9.5** In the absence of the incorporation of these clauses in such assignments the Producer and/or the previous assignee shall remain liable to the Artist.

## **10. ADDITIONAL RIGHTS OF USE**

Any rights of transmission, exhibition or other uses of the production that are not provided for in this Agreement shall be subject to agreement between the Producer and the Artist and/or their representative. Such subsequent agreement shall then be deemed to be included in and part of the Artist's original Form of Engagement between the Producer and the Artist and/or their representative.

## **11. SUSPENSION**

The Producer may suspend the Artist's engagement by notice in writing effective immediately during the period of engagement and 24 hours after

service of such notice at any other time if the production of the Programme is prevented interrupted or delayed by any event of 'force majeure' (as that expression is understood in the international film and television industries).

## **12. AGENCY**

All sums payable to the Artist shall be paid to the Artist's agent [NAME] and all notices shall be sent to and negotiations conducted through such agent.

## **13. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The parties to this agreement do not intend that any term of this agreement should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999, by any party who is not party to this agreement.

## **14. GOVERNING LAW**

Both Parties agree that the validity, construction and performance of this Artist Agreement shall be governed by English law, and shall be subject to the exclusive jurisdiction of the High Court of Justice in England.

This Agreement, dated (DATE) is entered into by and between the two parties listed below.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**Signed by**

**Signed by, or on Behalf of (Artist)**