

# Actor Agreement Clause Guide

## Clause-by-Clause Breakdown with Real-World Language Examples

Actor agreements aren't just a formality — they're the backbone of every professional production.

Whether you're locking in a lead or hiring a day player, your contract sets expectations, defines payment, and protects your film's chain of title.

This guide walks you through each key clause found in a standard performer agreement, with sample language to help you understand what's typical and how to adapt it to your project.

### 1. Services & Engagement

**Purpose:** Defines the actor's role, dates, and scope of work.

**Sample Language:**


“Actor agrees to render exclusive services as *[Character Name]* in the motion picture tentatively entitled *[Project Title]* from *[Start Date]* through *[End Date]*, subject to Producer's option to extend.”

### 2. Compensation & Payment

**Purpose:** Establishes fees, payment schedule, and deferred terms.

**Sample Language:**

“Producer shall pay Actor a total fee of \$\_\_\_\_\_, payable as follows: 50% upon commencement of photography and 50% upon completion of principal photography.”

 *Deferred deals should specify the trigger — e.g., upon distribution, sale, or financing.*

### 3. Credit

**Purpose:** Guarantees proper billing placement.

**Sample Language:**

“Actor shall receive single-card credit in the main titles of the Picture and in all paid advertising where any other principal cast is credited.”

### 4. Travel, Housing, & Per Diem

**Purpose:** Clarifies logistics and prevents surprise costs.

**Sample Language:**

“If filming occurs outside of Actor’s home city, Producer shall provide round-trip coach airfare, hotel accommodations, and a per diem of \$ \_\_\_\_ per day.”

### 5. Wardrobe, Hair, & Makeup

**Purpose:** Defines creative control and ownership of wardrobe.

**Sample Language:**

“Wardrobe items provided by Producer shall remain Producer’s property unless otherwise agreed in writing.”

### 6. Ownership of Performance (Work-for-Hire)

**Purpose:** Transfers all performance rights to the production.

**Sample Language:**

“All results and proceeds of Actor’s services shall be deemed a ‘work made for hire’ and shall be the sole property of Producer.”

## 7. Publicity & Promotion

**Purpose:** Authorizes use of name, likeness, and performance in promotion.

**Sample Language:**

“Producer may use Actor’s name, voice, and likeness for advertising, publicity, and exploitation of the Picture in all media now known or later devised.”

## 8. Morals & Conduct Clause

**Purpose:** Allows termination for conduct damaging to the production’s reputation.

**Sample Language:**

“Producer may terminate this Agreement if Actor engages in conduct that brings Actor or the Picture into public disrepute or scandal.”

## 9. Health, Safety & Insurance

**Purpose:** Confirms safety standards and risk coverage.

**Sample Language:**

“Producer shall comply with all applicable health and safety laws and shall maintain production insurance covering standard on-set risks.”

## 10. Termination / Force Majeure

**Purpose:** Defines rights if filming is interrupted or canceled.


**Sample Language:**

“In the event of force majeure, Producer may suspend production without further obligation except payment for services rendered.”

## Signature Acknowledgment

Actor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Producer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

 **Pro Tip:** Keep a signed PDF copy and store all actor contracts in one labeled folder for distribution deliverables — distributors and streamers will require them.

## Short-Form Actor Deal Memo (Exhibit A)

Ideal for Day Players, Cameos, or Microbudget Films

### ACTOR DEAL MEMO

**Production Title:** \_\_\_\_\_

**Production Company:** \_\_\_\_\_

**Producer Contact:** \_\_\_\_\_

**Actor Name:** \_\_\_\_\_

**Character Name:** \_\_\_\_\_

**Term of Engagement:** From \_\_\_\_\_ to \_\_\_\_\_

**Number of Work Days:** \_\_\_\_\_

**Compensation:** \$ \_\_\_\_\_ per (day / week / flat fee)

**Payment Schedule:** \_\_\_\_\_

**Meals / Per Diem:** \$ \_\_\_\_\_ per day

**Travel / Lodging:**  Provided  Not Provided

**Wardrobe / Makeup:** \_\_\_\_\_

**Credit:** \_\_\_\_\_

#### Ownership:

All services rendered under this Agreement shall be deemed a “work made for hire.” Producer shall own all rights in Actor’s performance in perpetuity, worldwide, in all media.

#### Publicity:

Actor grants Producer the right to use name, likeness, and biographical material for advertising and publicity.

#### Insurance / Liability:

Producer will maintain standard production insurance. Actor assumes no liability for insured risks.



**Termination:**

Producer may terminate this Agreement for cause or in the event of force majeure, with payment due for services performed up to termination date.


**Entire Agreement:**

This Deal Memo constitutes the entire understanding between the parties.

**Signatures**

Producer: \_\_\_\_\_ Date: \_\_\_\_\_

Actor: \_\_\_\_\_ Date: \_\_\_\_\_

 **Recommended Use:** Attach this Deal Memo as *Exhibit A* to your main production agreement or store it with your call sheets for quick verification on set.



**Disclaimer:** This checklist is provided for educational purposes only and does not constitute legal advice or establish an attorney–client relationship. Every production is unique, and delivery requirements can vary by distributor, territory, or platform. You should consult a qualified entertainment attorney to review your specific distribution agreements and ensure full compliance with applicable laws and contractual obligations.