

ACTOR AGREEMENT

(Non-union Day Player)

THIS AGREEMENT is made and entered into as of the _____, by and between Nostalgic Studios, a California company, (hereinafter "Producer"), and _____ (hereinafter "Player").

A. Producer intends to produce a music video (hereinafter the "Video") based upon that certain screenplay tentatively entitled "Party All Night" (hereinafter the "Screenplay") which Video is intended for initial promotional exhibition.

B. Producer wishes to utilize the services of Player in connection with the Video upon the terms and conditions herein contained.

ACCORDINGLY, IT IS AGREED AS FOLLOWS:

1. PHOTOPLAY, ROLE, SALARY AND GUARANTEE: Producer hereby engages Player to render services as such in the role of _____, in the Video, at the salary of _____ Dollars per day. Player accepts such engagement upon the terms herein specified. Producer guarantees that it will furnish Player not less than _____ day's employment.

2. TERM: The term of employment hereunder shall begin on or about _____ (the "Start Date") and continue until _____, or until the completion of the photography and recordation of said role.

3. PLAYER'S ADDRESS: All notices which the Producer is required or may desire to give to the Player may be given either by mailing the same addressed to the Player at the address listed at the end of this agreement, or such notice may be given to the Player personally, either orally or in writing.

4. PLAYER'S TELEPHONE: The Player must keep the Producer's casting office or the assistant director of said photoplay advised as to where the Player may be reached by telephone without unreasonable delay. The current telephone number of the Player is listed at the end of this agreement.

5. FURNISHING OF WARDROBE: The Player agrees to furnish all modern wardrobe and wearing apparel reasonably necessary for the portrayal of said role; it being agreed, however, that should so-called "character" or "period" costumes be required, the Producer shall supply the same. When Player furnishes any wardrobe, Player shall receive a reasonable cleaning allowance and reimbursement for any soiled or damaged clothes.

Number of outfits furnished by Player:

_____ @ _____

6. NEXT STARTING DATE: The starting date of Player's next engagement is:

_____.

7. NON-UNION VIDEO: Producer makes the material representation that it is not a signatory to the Screen Actors Guild collective bargaining agreement or any other union or guild agreement. Player warrants that Player is not a member of any union or guild, memberships in which would prevent Player from working in this video.

8. PROMOTIONAL FILM: Producer shall have the exclusive right to make one or more promotional films of thirty (30) minutes or less and to utilize the results and proceeds of Player's services therein. Player agrees to render such services for said promotional films during the term of his employment hereunder as Producer may request and Player further agrees to use by Producer of film clips and behind-the-scenes shots in which Player appears in such promotional films. Provided Player appears therein, Producer shall pay to Player the sum of _____ within 30 days after the first use of each such promotional film on television or before a paying audience.

9. NAME AND LIKENESS: Producer shall have the exclusive right to use and to license the use of Player's name, sobriquet, photograph, likeness, voice and/or caricature and shall have the right to simulate Player's voice, signature and appearance by any means in and in connection with the Video and the advertising, publicizing, exhibition, and/or other exploitation thereof in any manner and by any means and in connection with commercial advertising and publicity tie-ups.

10. MERCHANDISING: Producer is also granted the further exclusive right and license, but only in connection with the role portrayed by Player in the film to use and to license the use of Player's name, sobriquet, photograph, likeness, caricature and/or signature (collectively referred to herein as "name and likeness") in and in connection with any merchandising and/or publishing undertakings. In consideration therefore, Producer shall pay Player a pro rata share (payable among all players whose name, etc. is used on a piece of merchandise) of 0% of the gross monies actually derived by Producer after deducting there from a distribution fee of fifty percent (50%) thereof and a sum equal to all Producer's actual out-of-pocket expenses in connection therewith, for the use of such name or likeness on merchandising and publishing items which utilize Player's name and likeness, other than in a listing of cast credits.

11. TRAVEL EXPENSES: Any right of Player to transportation and expenses pursuant to this Agreement shall be effective when and only when Player is required by Producer to render services more than seventy-five (75) miles from Player's principal place of residence. Any weekly expense allowance provided Employee under this Agreement shall be prorated at one-seventh (1/7th) thereof per day. Player shall be reimbursed at the rate of _____ per mile for use of Player's car to travel to distant locations.

12. INCLUSIVE PAYMENTS: All payments to Player hereunder shall be deemed to be equitable and inclusive remuneration for all services rendered by Player in connection with the Video and to be paid by way of a complete buy-out of all rights granted to Producer hereunder and no further sums shall be payable to Player by Producer by reason of the exploitation of the Video and all results and proceeds of Player's services hereunder in any and all media throughout the universe pursuant to any collective bargaining agreement, if any, or otherwise, by way of residuals, repeat fees, pension contributions, or any other monies whatsoever.

13. ARBITRATION: Any controversy or claim arising out of or relating to this agreement or any breach thereof shall be settled by arbitration in accordance with the Rules of the American Arbitration Association; and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to reimbursement for costs and reasonable attorney's fees. The determination of the arbitrator in such proceeding shall be final, binding and non-appealable. In the event of any breach by the Producer of this Agreement, the Player shall be limited to the Player's remedy at law for damages, if any, and shall not have the right to terminate or rescind this Agreement or to enjoin or restrain in any way the production, distribution, advertising or exploitation of the Video.

14. EMPLOYMENT ELIGIBILITY: All of Producer's obligations herein are expressly conditioned upon Performer's completion, to Producer's satisfaction, of the I-9 form (Employee Eligibility Verification Form), and upon Performer's submission to Producer of original documents satisfactory to demonstrate Performer's employment eligibility.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

AGREED TO AND ACCEPTED:

"Player"

Player address: _____

Player Phone number: _____

Player Social Security # _____

AGREED TO AND ACCEPTED:

Nostalgic Studios,

By: Mark Seaton

RIDER TO DAY PLAYER AGREEMENT

Nostalgic Studios

1. SERVICES/TERM: Producer engages Player as an actor in the Role set forth in the Principal Agreement and shall cause Player to render all services customarily rendered by actors in the full-length music video at such times and places designated by Producer and in full compliance with Producer's instructions in all matters. Without limiting the foregoing, Player's services shall be in accordance with the following:

(a) Start Date : Principal Photography of the Picture shall commence on or about _____ but no later than _____. The Start Date shall be automatically extended without notice for a period equal to the duration of any default, disability and/or force majeure (as such terms are defined below and regardless of whether Player's services are suspended therefore), or due to any location requirements, director and/or cast unavailability, weather conditions, and/or other similar contingencies.

(b) Exclusivity: Player's services hereunder shall be non-exclusive first priority during the Pre-Production, exclusive during Production Periods, and non-exclusive, but on a first-priority basis, during the Post-Production Period.

(c) Retakes and Other Additional Services : During and after the Term, Player shall render such services as Producer may desire in producing retakes, added scenes, transparencies, closeups, sound track (including dubbing and looping), process shots, trick shots and trailers for changes in and foreign versions of the Video. Compensation for such additional services shall be payable pursuant to Paragraph 1 of the principal agreement; provided, however, that no compensation shall be payable for such additional services to the extent they are rendered during any period for which Producer is otherwise obligated to pay or has paid Player compensation, or is entitled to Player's services without compensation.

(d) Nights, Weekends, Holidays, Work Time : No increased or additional compensation shall accrue or be payable to Player for services rendered by Player at night or on weekends or holidays, or after the expiration of any number of hours of service in any period.

2. CREDIT: There shall be no obligation to accord Player credit in paid advertising and/or publicity, although Producer may from time to time elect, in its sole discretion, to accord Player such credit. Producer shall accord Player customary shared screen credit.

3. RIGHTS: Player grants, and Producer shall have, the perpetual and universal right to photograph and re-photograph Player (still and moving) and to record and re-record, double and dub Player's voice and performances, by any present or future methods or means and to use and authorize others to use Player's name, voice and likeness for and in connection with the Video, the soundtrack (including a soundtrack album), trailers, and documentary and/or "making of" pictures, and all advertising (including Player's name and likeness on sleeves, jackets and other packaging for soundtrack albums, video cassettes, videodiscs, written publications and the like), merchandising, commercial tie-ups, publicity, and other means of exploitation of any and all rights pertaining to the Video and any element thereof. Producer shall own all results and proceeds of Player's services hereunder, including the copyrights thereof, and as such owner shall have the right (among all other rights of ownership): (i) to include such results and proceeds in the Video and in advertising and publicity relating to the Video, (ii) to reproduce such results and proceeds by any present or future means, (iii) to combine such results and proceeds with photographs and recordings made by others for use in the Video, (iv) to exhibit and perform such results and proceeds in theaters, on the radio and television, and in or by any other present or future media, for profit and otherwise, and for commercial or non-commercial purposes and purposes of trade, and (v) to license and assign its rights to any other person or producer. Without in any way limiting the foregoing, the results and proceeds of Player's services hereunder include any and all material, words, writings, ideas, "gags", dialogue, melody and lyrics composed, submitted or interpolated by Player in connection with the preparation or production of the Video (hereinafter referred to as "material"). All said material, the copyright therein, and all renewals, extensions or reversions of copyright now or hereafter provided, shall automatically become the property of Producer, which shall be deemed the author thereof, it being agreed and acknowledged that all of the results and proceeds of Player's services hereunder are a specially ordered and commissioned "work made for hire" within the meaning of the 1976 Copyright Act for the compensation provided in the Principal Agreement. Player hereby expressly waives and relinquishes any moral rights or "droit morale" in and to any material created by or contributed to the Video by Player including all of Player's performance.

4. FORCE MAJEURE: As used herein the term "force majeure" means epidemic, act of God, strike, lockout, labor condition, unavailability of materials, transportation, power or other commodity, delay of common carrier, civil disturbance, riot, war or armed conflict (whether or not there has been an official declaration of war), the enactment of any law, the issuance of any executive or judicial order or decree, breach of contract by, or disability of, the Producer, Director, other principal cast member, breach of contract by a financier or completion guarantor, or other similar occurrence beyond the control of Producer, which causes an interruption of or materially hampers or materially interferes with the production of the Video.

5. INSURANCE: Player warrants that to the best of Player's knowledge Player is in good health and has no condition which would prevent Producer from obtaining life, health, accident, cast or other insurance covering Player at premium rates normal to Player's age and sex, without any unusual exclusion or limitation of liability on the part of the insurer.

6. WITHHOLDING: Producer may deduct and withhold from any monies otherwise payable under this Agreement such amounts as Producer may reasonably believe it is legally required to deduct and withhold.

7. ASSIGNMENT: Producer shall have the right to assign this Agreement and any of the rights granted herein, in whole or in part, to any person, firm, corporation or entity, and nothing contained herein shall imply anything to the contrary. Upon the assignee's assumption of the obligations of Producer with respect to the rights so assigned, Producer shall be relieved of all such obligations. Producer shall also have the right to lend the services of Player to any person, firm or corporation which is a subsidiary, parent or affiliate of Producer or the successor to Producer by a merger or by a transfer of substantially all of Producer's assets hereunder. In the event of any such lending, Player agrees to render his services to the best of his ability to the person, firm, or corporation to whom his services are loaned hereunder. Player may not assign Player's rights or obligations hereunder.

AGREED TO AND ACCEPTED:
