Hollywood 101: A Real Independent Filmmaker Perspective

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Part I: Preproduction: The Essentials

Chapter 1: Script: Choosing the right one.

A script is needed to make a movie, and it was apparent to me at an early stage that my writing style directed me towards being a producer. I was also aware of the tremendous time commitment that is required for scriptwriting, so I reached out to a friend from school who is a scriptwriter.

Aware that it would cost a lot of money, at least on a micro-budget, our production company worked a backend deal with him. His offer was for $500 cash upfront or $1,000 after we sold the picture. He took the $1,000 with the understanding he would be paid more on our next movie. To me this was a fair deal, especially since we had not sold a movie yet. Also, we now had an extra $500 to spend on our production. That’s called good producing.

Even though I am not the writer of the scripts, I still know what makes a good story. During your career as a producer, it is important to have a good understanding of what is going to make a script stand out from the others, and if production is possible with the budget available.

Below is a list of items which I encourage all screenwriters to take into consideration during the writing process:

- **Have a strong Logline** - This is what will be your initial sales pitch to an audience. Why would someone want to see this movie? Simply tell your audience why with one or two sentences. Prove the marketability by writing about the key elements which make up the film. The log line for the film *Jaws* is a classic example: “Killer shark invades coastal town on 4th of July weekend.” This tells an audience everything they need to know about the movie.

- **Write a Solid Treatment** – After you have decided on your log line, it is time to write a solid treatment. This is where you separate your log line into three different acts. Think one paragraph per act, which leaves you with a one-page synopsis. If you write a two-page synopsis then just double the paragraphs for each act. Most people will not read more than the first
page, so you need to get them hooked quickly. Time is money, a cliché that is all too real in Hollywood.

- **Character Arc** – Every movie involves different character types. Drawing on experiences the characters encounter during the film, these characters will demonstrate change. It is important to show the evolution of the character’s being.

- **Story Arc** – In the golden days of cinema, it was standard to write three-act scripts, allowing for 30 pages on the 1st act, 60 pages on the 2nd act, and 30 pages for the 3rd act. However, producers do not follow this format today. Today we follow a standard 30 pages per act rule, which gives you a final page count of 90 pages. Here are some elements to keep in mind for the story arc:

  1. **The Everyday Life or Stasis** - The time period, economic situation, all around feeling of how the story is told, and how the characters live. Are the characters rich aristocrats in southern France, or are they poor inner-city kids who sleep 3 to a bed, and go hungry most of the day?

  2. **The Spark** – The element which sets off the story. It is always out of the control of the protagonist. The college rejection letter, the car crash, the break up, the murder, the mysterious envelope, etcetera.

  3. **The Quest** - A way for the protagonist to redeem himself or herself, or find a new enjoyable state of mind, body, and presence.

  4. **The Surprise** - This takes up a large part of the story. This is when the protagonist comes across unexpected events; some are pleasant, some are not. The protagonist often finds hindrance, dissention, hurdles, and misery during this time. Never make this too casual or inevitable.

  5. **The Critical Choice** - This is when we find out what the character “is made up of”. Is the protagonist going to take the easy path or the hard path? Is he going for the side of good or bad?
6. **The Climax** - This is the definitive moment where all the choices which the protagonist has made thus far are synthesized into an ultimate outcome. It will be the highest point of tension in your script.

7. **The Reversal** - This is the result of the choices the protagonist made. The standing of the characters should change, especially the protagonist.

8. **The Resolution** - This is where the characters have returned to a new and fresh place. Their new stasis has allowed them to be wiser, evolve as people, and become more aware of their spiritual and physical surroundings. It also allows a set-up for another script, aka a sequel.

- **Write Efficiently** – Always have the script written with several locations in mind. This way, you will not need to set up in one location, tear down, pack up, drive to another location, unpack, set up, tear down, etc. Tell the writer to limit the number of actors in the script. Avoid huge party scenes, car chases, aerial shots that would require a helicopter, exotic cars, airplanes and mansions, all of which have expensive rental fees. Have them write around what you have access to, such as your parent’s house, the barn behind your house, your friend’s restaurant, or the local grocery store. If you are certain that you will have access to these places and they will help with production value, then use them in your script. Free locations are the best locations. **Keep in mind, writers do not think like producers, so it is your job to have them write within your budget.** Be mindful of reality: If your college dorm room looks like a college dorm room, it will not pass for a millionaire’s penthouse. Not all places which you have access to need to be written into the script. Remember, your film still needs some sort of production value, so only use the best locations which you access to.

- **Do Research** - It is crucial to research the subject which your script deals with. If your script takes place in Detroit in the mid-2000’s and has teenagers who steal cars and partake in gang violence, then time needs to be spent in libraries or online collecting facts, articles, statistics, all of which help obtain accuracy in telling a story. Find out what was going on in that
city with that specific age group during that time-period. The more research you do, the more believable your story will be.

- **Write for Present Day** – With limited budgets, do not set your film in the year 1776 or 3026. Your budget will skyrocket due to period wardrobes, set design, etcetera. Also, writing in the present will give your film a better shelf life. Always keep in mind: Start out movies in the present or 1 year in the future. The more current the better.

- **Secure Story Rights**: Only develop stories for which you have full intellectual rights. For example, if you read a book by J.D. Salinger, adapt it to a screenplay and try to get it optioned without securing rights, you have just wasted everyone’s time. If you write a story about an article you read in the newspaper, you must secure rights. An upside to this situation exists: There is something called public domain, and many great stories are available in this realm which are not subject to copyright.

- **Format Properly**: First impressions are important, so submitting a correctly formatted script a top priority. If a script is not formatted correctly, people will assume you are an amateur and your script will be thrown away. A good solution is to invest in script writing software. Most people use Final Draft, which converts Microsoft Word files easily.

- **Read Books on Screenwriting**: It is important to learn from those that came before you. There are several books which provide strong information and can help guide you in writing a good screenplay. It is always better to go in prepared. Have as much information as you can prior to writing. Many of my screenwriting colleagues recommend the book *Story*, by Robert McKee, which goes into great detail about the screenwriting process.

- **Do Not Overwrite**: What does this mean? People do not care about your personal story. They do not want to read your journal. Stay on topic, socially sensitive, politically correct, and aware of the current political climate. Complete awareness of current times is important.
Chapter 2: Breaking down the script.

Once you have arrived at your final draft you can now begin breaking down your script. What does this mean? This is where the producer has already read the script, meets with the assistant director, and together they pull out all the elements of the script. This needs to be taken care of before preproduction can start. It may seem overwhelming at first and it will take time, but take a deep breath since it is pretty simple process.

All scripts are broken down into eighths of a page. One page is broken down into eight sections (for a total of 8 inches), even if the typed part runs longer. The pages of most screenplays are 8 inches of type, which is usually dictated by the screenwriting software. The Assistant Director (AD) will mark or highlight the elements within each scene. Remember, you must repeat this process for each scene. Once these elements are marked the producer can then begin to schedule the film. It is important to remember that the film business has a standard system for doing this, which consists of colors and shapes. This system makes the production run much smoother.

Here are the elements:

- **Actors** are marked in **Red** — Any speaking part.

- **Extras or (Silent Bits)** are marked in **Yellow** — Any specifically needed extra, but they have zero lines of dialogue.

- **Extras or (Atmosphere)** are marked in **Green** — These are the extras needed in the background of a scene.

- **Special Effects** are marked in **Blue** — This is self-explanatory.

- **Sound Effects & Music** are marked in **Brown** — This is only for specific sounds used on set or music. This does not include the sounds added in post.

- **Props** are marked in **Purple** — These are the objects touched by the actors or something very important to the script.
• **Vehicles/Animals** are marked in **Pink** — This includes all vehicles, and animals, especially if there is an animal wrangler needed.

• **Stunts** are marked in **Orange** — If there is anything that requires a stunt double, or stunt coordinator.

• **Production Notes** are always **Underlined** — These are for any questions about a scene, or confusion about how a specific scene will be done.

• **Special Equipment** is marked with a **Box** — If your scene requires uncommon gear like cranes, underwater cameras, steady-cam rig, etc.

• **Wardrobe** is marked with a **Circle** — These are specific costumes needed for production, such as costumes that are needed for continuity, or costumes that need replacement if ripped or severely soiled.

• **Make-up/Hair** are marked with an **Asterisk** — This is for any special make-up needs such as blood or scars.

On the next few pages you will find the Standard Script Breakdown Colors sheet, which can be used for your reference. Also, you will find a sample script page, which has had the colors added to it.
## Standard Script Breakdown Colors

<table>
<thead>
<tr>
<th>Type</th>
<th>Color</th>
<th>Marking Style</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cast – Speaking Roles</td>
<td>Red</td>
<td>Underline</td>
</tr>
<tr>
<td>Extras – Silent Roles</td>
<td>Yellow</td>
<td>Underline</td>
</tr>
<tr>
<td>Extras – Atmosphere</td>
<td>Green</td>
<td>Underline</td>
</tr>
<tr>
<td>Stunts</td>
<td>Orange</td>
<td>Underline</td>
</tr>
<tr>
<td>Special Effects</td>
<td>Blue</td>
<td>Underline</td>
</tr>
<tr>
<td>Sound Effects/Music</td>
<td>Brown</td>
<td>Underline</td>
</tr>
<tr>
<td>Vehicles &amp; Animals</td>
<td>Pink</td>
<td>Underline</td>
</tr>
<tr>
<td>Props</td>
<td>Purple</td>
<td>Underline</td>
</tr>
<tr>
<td>Wardrobe</td>
<td>Black</td>
<td>Circle</td>
</tr>
<tr>
<td>Makeup &amp; Hair</td>
<td>Black</td>
<td>Asterisk</td>
</tr>
<tr>
<td>Special Equipment</td>
<td>Black</td>
<td>Box Around</td>
</tr>
<tr>
<td>Production Note</td>
<td>Black</td>
<td>Underline</td>
</tr>
</tbody>
</table>
After you have completely “colored up” the script, you can begin to transfer this information to the breakdown sheets. Your script will begin to look a lot like the example below.
Breakdown Sheets

After the script breakdown is complete, it is time to transfer this information over from the script into what is known as a *breakdown sheet*. Each scene requires its own sheet. So, if there are five scenes in your film, then there will be five breakdown sheets. The breakdown sheets are going to help with your scheduling, budgeting, wardrobe, make-up, etc., by organizing your shoot. Also, when production comes, these sheets will let you know what is needed during inevitably frantic set-ups. Only rely on these sheets and not your memory. Preproduction is half of the work, and with the extra effort to do this correctly your movie will be much more polished. As a producer, I do this breakdown myself, without the AD, simply because it saves time and money.

On the next page, is an example of a breakdown sheet, which we used for a short film. I used a scheduling program called Movie Magic Scheduling. Because it was a short script, I typed in the information myself which gave me a better concept of the plot. This was helpful during the shooting process. When the sheets are exported to be hard copies for printing, the software automatically eliminates the fields which are not applicable for certain scenes. For example, if there was special make-up, a helicopter, or animals, then the breakdown sheets would give them their own areas on the page. That is why there are extra boxes on the page, which is where that information would be, if it were to be in a specific scene.

The breakdown sheet provides the AD (Assistant Director) with valuable information. It also allows everybody on set to know what is needed for each scene. With the provided breakdown sheet, we can see it is for scene #4, script pages 1-2, 6/8 pages long of dialogue, an exterior shot, and during the daytime. It also has a description of the scene, which lets the producer know what is going on with this part of the script. In addition, the setting is provided along with shooting location. Often there will be multiple shooting locations, and this example sheet specifies a location in Malibu. The breakdown sheet also has an area for notes, which is used to remind you of additional needs or potential issues.
### Scene Description:
Josephine sits with Manager- They discuss her fading career

### Settings:
Pool Side

### Location:
Malibu

### Cost Members:
<table>
<thead>
<tr>
<th>ELLA</th>
<th>Manager</th>
</tr>
</thead>
</table>

### Props:
- Champagne
- Glasses
- Ice Bucket
- Wine

### Wardrobe:
- Pool Attire

### Set Dressing:
- Colorful Towels
- Flowers

### Notes:
- No Extras

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In time, larger film-making opportunities will emerge. With the increased budget that large films require, your breakdown sheet will be populated with more information that what we have already explored. Below are listed additional sections of a breakdown sheet:

- Cast Members
- Background Actors
- Stunts
- Vehicles
- Props
- Camera
- Special effects
- Wardrobe
- Makeup/Hair
- Animals
- Animal Wrangler
- Music
- Sound
- Art Department
- Set Dressing
- Greenery
- Special Equipment
- Security
- Additional Labor
- Visual Effects
- Mechanical Effects
- Miscellaneous
- Notes
The example below demonstrates how complicated a breakdown sheet can be.

<table>
<thead>
<tr>
<th>Scene #</th>
<th>Sheet #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Script Page</th>
<th>Page Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1/8</td>
</tr>
</tbody>
</table>

** Shoot Day #1 Saturday, February 21, 2015 **

** Breakdown Sheet **

** Scene Description:** Everything you could imagine bad happens to our main characters

** Settings:** Panoramic Views of Mountains, Property, cabin with wind chimes

** Location:** Malibu

** Sequence:** Script Day: day 1

<table>
<thead>
<tr>
<th>Cast Members</th>
<th>Background Actors</th>
<th>Props</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELLA</td>
<td>Andrew</td>
<td>Champagne</td>
</tr>
<tr>
<td>Josephine</td>
<td>Joe</td>
<td>Ella’s Bag</td>
</tr>
<tr>
<td>Manager</td>
<td>Kelly</td>
<td>foreign currency</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Stunts</th>
<th>Vehicles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martine Parchutes into scene</td>
<td>Semi Truck</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Special Effects</th>
<th>Wardrobe</th>
<th>Makeup/Hair</th>
</tr>
</thead>
<tbody>
<tr>
<td>controlled explosion</td>
<td>Dress for Kelly/Hat/Bag</td>
<td>blood</td>
</tr>
<tr>
<td></td>
<td>Flowing dress for Ella</td>
<td>bruises</td>
</tr>
<tr>
<td></td>
<td>Joe Casual Dress Shirt/Shorts</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Set Dressing</th>
<th>Greenery</th>
<th>Special Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colorful towels</td>
<td>Live Palm Trees</td>
<td>Bull Dzzer</td>
</tr>
<tr>
<td>curtains</td>
<td></td>
<td>Cherry Picker</td>
</tr>
<tr>
<td>Flowers</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Notes</th>
<th>Music</th>
<th>Sound</th>
</tr>
</thead>
<tbody>
<tr>
<td>Limited Crew! No Distractions</td>
<td>Heavy Guitar Riffs</td>
<td>Airplane Taking Off</td>
</tr>
<tr>
<td>No Extras</td>
<td></td>
<td>Cars Driving By</td>
</tr>
<tr>
<td>Skeleton Crew</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Keep these printed breakdown sheets with you while on set. Put them in the order that you are shooting, it should coincide with your schedule. This is another example of working smarter and not harder.
Chapter 3: Storyboarding: Stick figures are fine!

For a production to run as smooth as possible, having storyboards is a must. Storyboarding a script can be done with simple stick figures or through complicated graphic art, somewhat like a comic book. You may ask yourself why this is important and even believe that you, as the director, can remember everything. This will not happen: You will forget, your crew will be confused, and your reputation will be the biggest victim of your laziness.

Storyboards help convey the director’s idea to the rest of the crew. They allow the director to play with perspective and angles, they tell whether the character is in a close-up, medium-shot, or wide-shot, and they define what is expected of the crew. Simply said, they define the proper placement of actors, lighting, and cameras. The director can have scenes that are not working redrawn which means the chances of having to do a reshoot are diminished. This, in turn, means a big savings for your budget.

There are many storyboard templates online which are downloadable and can be used to plan out your movie. You will see most have a series of squares, in which your action is drawn. Underneath each square is an area meant for the scene’s dialogue. This text can include arrows to show action of characters, the camera movement, the transitions between shots--- basically anything to make the shoot go smoother.

On the next page is an example of a storyboard template, which we use on our films.
Chapter 4: Casting: SAG vs. Non-SAG.

It seems that everyone is an actor in Los Angeles, but the good ones are hard to find. This is why we use talent agencies for our leads. Talent agencies provide a type of insurance, such as if your actor arrives late, then the agency is held responsible and we are legally allowed to dock the late actors pay. Additionally, actors with representation are, in most cases, more professional.

When you contact a talent agent, first thing to do is check on an actor’s availability. Ask if the actor is “available” or “technically available”. The latter means the actor has been offered a role for specific dates, but there has been no commitment made by the actor. If the actor is not available, ask for their availability in the future. You will also need to ask for the actor’s going rate. Using the right terminology will get you much further with the casting agents.

In many instances, you can get actors for a lower rate. We always offer about 50% of the going rate, even though we budgeted for the full rate of the actor. The reason we do this is that some actors are willing to work for less money. If you have not worked in 2 months, and I am offering you $2,000 for 5 days, it does not look so bad. Actors will often work for less if the script is well written. IMDB Pro or SAG-AFTRA, are good places to find the actor’s agents. It is also possible to search the Internet for talent agencies in your area. It is key to remember that SAG paperwork is a lot of work and takes time. If you are using talent from an agency, they are most likely a SAG actor, and if so, you must be prepared for the extensive paperwork. My suggestion is to visit the SAG-AFTRA website so you can view the signatory requirements for your film.

Here is the website we use: http://www.sagaftra.org/production-center/theatrical/signatory-information

This link will direct you to the specific signatory instructions and offer a step-by-step guide on how to properly complete the paperwork. Please remember, if your budget means that you will not be making a SAG production, there are still talent agents that represent actors who are not SAG members, but always remember to check with the talent agent about an actors SAG status. Also remember that a talent agent only gets paid when one of their actors gets hired!
Not every actor needs to come from an agency, and holding auditions, or “cattle calls”, is good for background characters and bit roles. Here in LA, we use social media and Craigslist. When listing an advertisement, be specific as to what you are looking for to fill the part.

Here is a sample advertisement:

Casting actors for a short film. "The Actor’s Vision" is a non-union independent film. Auditions will be held throughout February in Los Angeles. Shooting starts March 13th and ends on March 24th.

NOTE: All auditions will be given a specific time slot upon audition date, which we will notify you via an email. An exact location will be provided upon submission.

Synopsis:

A few struggling actors, looking to make a name for themselves in Hollywood, stumble upon a difficult situation, and discover those they did not respect are the ones they needed to respect.

Available Roles:

[FRANK] [GENDER: MALE] -A twenty-something actor that loves himself, and isn’t lacking in the pretentious. Having been in acting classes since he was just a kid, Frank thinks he knows it all about his craft.

[BECKY] [GENDER: FEMALE] -A fifty-something diner waitress with a true joy for life is serving and listening to her patron’s life stories. Having worked the same job for nearly 25 years, Becky’s true joy comes from creating relationships and helping those she waits on.

How to Apply:

If you are interested in applying, please email your headshot and resume (include your phone number).
NOTE: Please include the role, which you are applying for in the subject line of your email.

Having potential actors email their headshots and information helps to immediately eliminate those who are not the right fit. This will save time, especially when you do call the lucky few back for an audition. Remember, if you are renting out space, time is money, and auditioning 5 people from which you have pre-selected from 200 responses is more economical in the long run. There is a space in LA called Space Station Casting Studio, which offers a variety of casting spaces for reasonable rates, and assures the selected actors that they are appearing for a legitimate audition.
Chapter 5: Hiring Crew: The vital team members.

When building your team, always surround yourself with people who have strengths that you don’t. You cannot control everything! Find the people you get along with, who you find it easy to communicate with, people who perhaps own some gear, and most importantly, the people you trust. Remember, making movies with your friends is more fun than with strangers.

Concerning hiring people who have their own gear, keep in mind that this saves tremendously on rental expenses and you can pay them a flat day rate which would include the use of their gear. Below is a list of the positions I for hire repeatedly and what they bring:

- **Camera Guy** - Owns his 4K HD camera, lenses, batteries for camera, tripod, monopod, LED lights, tungsten/day lights, and spare wireless microphones.

- **Sound Guy** - Owns his microphones, boom pole, wireless microphones, portable mixer, headphones, recorder, and memory cards for the recorder.

With this combined gear anyone can make a movie. Let these positions suggest a boom pole operator, and a First AC (Assistant Camera). This way they are comfortable with who they work with. However, when working with larger projects which include a bigger cast, I like to hire for the positions listed below:

- **Make-Up** - Brings their make-up kit, which has a rental fee. I always offer a $50 flat fee for the kit’s use during the run of the shoot, plus their day rate. Make-up is expensive but necessary, and these people will have everything one needs in their kits. The make-up person will need an assistant, and they will offer up reliable suggestions.

- **Gaffer** - Normally owns a few lights which could always be used on set. Offer them a flat fee and suggest they bring their lights. If you use them offer $25, but be willing to offer $50 if the lights are of high quality.

- **Assistant Director (AD)** - Brings their organization and communication skills. Make sure this position can keep a shoot on schedule, make sure they are capable of commanding attention but are still able to remain cool, calm, and
collected. Nobody likes an AD who yells all day. That AD will lose the respect of everyone on set, and this can result in a shoot being behind schedule.

- **Art Department** - These folks have an eye for making a boring place more exciting. They normally have contacts at places which rent furniture, art, etcetera. Find someone with style and who knows how to shop thrifty. Remember, you can always return pillows, window treatments and furniture after you shoot.

- **Grips** - These folks lift the gear, move lights, and, in a non-union situation, plug in the lights. If your budget does not call for this position, then use a production assistant to do these duties.

- **Production Assistant (PA)** – This position is a multi-tasking position and involves duties such as taking out trash, moving lights, and making coffee. They must be adaptable and reliable. They also have the actors sign proper paperwork, prior to starting on set. Make sure the PA understands all of the paperwork which the actor signs. In pre-production, we always prepare stapled packages of paperwork with the actor’s name at the top of page. Every space they need to sign is highlighted, which makes the forms easier to follow. Make sure your PA knows how to operate the copier/scanner, as they will need to make copies of your talents ID’s. All of this paperwork is for taxes and deliverables for networks. We hire a lot of our friends to do this, as they understand the importance of this position.

My business partner and I act as the producers on all of our films. While on set, my business partner is the director and I am the cameraman. We save money this way on rental gear and crew. If you are serious about making movies, then you will work for free, donate your gear to the cause, and tolerate long days until your movie is sold.
Chapter 6: Location Scouting: Securing the best locations.

We go about getting locations a few ways, including Craigslist, the local film commissions, or by using a film location service. Each of these have their own advantage.

Using a location service or finding a location through the film commission, is a great way to find a specific style of location. Their clientele is familiar with having film crews in their homes. This can be a terrifying experience to someone who responded to your advertisement on Craigslist, especially when 20 people start invading their privacy. These services represent several locations and have websites to narrow down the search. It is important you find five or six locations on the website of the location service. Once you do this, contact the location service directly, tell them you are on a budget, and they will let you know if a house will make a deal on the price. We do this frequently with locations. We offer a little bit of money in order to see how cheap the location owner will go. The location service will work with you, as they get paid only when houses rent.

Renting from an agency adds another layer of insurance to your shoot. Bound by a contract, which was handled by the location service, they cannot shut you down, which a private homeowner can.

We also ask a lot of questions about the locations before we agree on them or sign a contract. Questions you need to be asking are these:

1. Do I need a permit? Some homeowners keep things off the radar and will allow you to shoot without one.

2. Can we shoot at night? Will your neighbors mind?

3. Can we use the electric? There may be an extra charge to plug in. Remember, some locations do not have any electric which means you will need a generator.
4. Ask about parking for the crew and cast! Some places won’t allow for parking on streets, especially with grip trucks. If this is the case, make sure they have a big driveway.

5. Are you responsible for hauling away all of your trash? Some places do not have dumpsters for trash or recycling which means you will have to haul all of it away each night.

6. Is there a security deposit for damages? How much? We have lost security deposits due to damage caused by C-stands marking walls, or mouth wash staining carpets. Homeowners will inflate costs for any type of cleaning.

7. What are the earliest hours you can arrive, and what are the latest hours you can stay? Some locations run like a business and have hours from 8A-8P.

8. How much is the overtime cost on the house rental after 12 hours? Some locations may give you a deal on the first twelve hours, but after that it will be in the region of $100/hour. On a micro-budget this adds up.

9. Can you use their kitchen, refrigerator, and bathrooms? Some places refuse to let you use these spaces to do make-up or keep drinks cool. Always bring coolers, ice, and toilet paper/paper towels.

10. Do they require insurance? This is an expensive cost and sometimes the budget does not allow for it.

The location service will handle the contracts once your decision is made. They also deal directly with the homeowners so all you have to do is show up the day of shooting.

If using a location service is out of the question, then use Craigslist. We have secured several locations from posting advertisements on this website. The general public is fascinated with making movies, and if they can be a part of it, make money from doing it, then most likely they will let you rent their property. However, you run the risk of being shutdown, especially without a contract. We
always recommend going in with a location agreement, which can be found through a simple Google search.

However, if the homeowner is new to renting out a space for a movie, then prepare them for the worse. Be open and honest. Explain the situation: You have five crew members and seven actors, you will be using their electricity for light, or that you might/will be using a smoke machine. Ensure that the neighbors are fine with the filming and noise level and ask if a permit is required. Also, make sure to let them know how long the shooting day will be. The list of questions can be daunting, but the homeowner will appreciate your honesty and probably won’t charge your production for going 45 minutes over.

When going on a location scout, after the location has been locked down I always take along the Director, AD, DP, Gaffer, and the Art Department head. It is important to do this on every film---it helps eliminate problems before they arise on set. Always bring enough sides (pages from the scene), for this “tech scout” and do a read through while walking the set. This will give everyone an idea of what action takes place where, the feel of the scene, and any obstacles that need to be overcome.

Here is how the responsibilities breakdown:

1. The director will get a feel for the location and describe what he wants to the DP.

2. The DP/Gaffer will look for a place to set up gear and locate a download area for footage, where the electric outlets are in the space, locate breaker boxes, look at where to set lights, and discuss camera movement with the director.

3. The Art Department will look at what is provided in the space and how to add to it, check if they need to hide copyright protected art, and devise a list of what needs to be acquired to make the scene work.
4. Finally, the AD will take this opportunity find the flow of the shoot, staging areas for craft services, make-up, actors, gear, and how to eventually schedule the day.

The more time you take in preproduction, the less time you spend in both production and post-production.
Chapter 7: Permits and Insurance: The proper way to secure these.

If you are using SAG actors, have a decent budget, and want to use actual (not soundstage) locations, then you will need permits and insurance. Both cost money and require attention to detail. Remember, both the permit and insurance offices are there to answer questions and help you with required forms.

Securing the permit requires a lot of back and forth emails between you, the insurance branch of the permit office, your insurance company, and maybe even other crew members. Do not be deterred by the amount of work you have ahead of you. Give yourself at least two weeks prior to your scheduled shoot date(s), but ideally three weeks is best. We always apply for a permit online, in our case at http://www.filmla.com/, under the “Apply for Permit” section. Here they ask a lot of questions, such as who the producers are, the production company’s name, the name of the insurance company which you are using, the director, the location addresses, the shooting dates, etcetera. It is self-explanatory, but be patient and do not rush through this process.

Once an application has been submitted, you will begin to receive emails about your necessary insurance requirements. This is tricky sometimes. For example: if you are shooting outside the City of LA, but in LA County, then you need a separate permit/endorsement, which is done by your insurance agent.

CONTINUED ON THE NEXT PAGE
Here is an example of verbiage, which you will no doubt come to love... Thank you for submitting your company’s certificate of insurance. Currently our office will need additional documents from your broker to meet the insurance requirements and proof of worker’s compensation:

**Film L.A. Certificate:**

Currently our office is pending a certificate of insurance naming “Film L.A., Inc., its directors, officers, and employees are added as additional insured”. If the policy contains “blanket” additional insured, then the certificate must note: “Film L.A. is additional insured by blanket endorsement”. If the policy does not contain a blanket endorsement, a separate endorsement naming Film L.A., its directors, officers, and employees as an additional insured must accompany the Accord Certificate.

**Film L.A. Endorsement Page:**

We must know specifically how we are additional insured in one of the two ways listed below.

1. The separate endorsement that includes the Film L.A., as an additional insured, (an Additional Insured Endorsement) must accompany this ACCORD certificate.

2. If the policy contains a “BLANKET” additional insured, it must be clearly stated in the description area of the ACCORD certificate, the words “Film L.A.” its directors, officers, and employees are Additional insured “By Blanket Endorsement.”

**County of Los Angeles Certificate:**

Our office is pending a certificate of insurance for County of Los Angeles with “The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers are added as additional insured” and an endorsement page issued to accompany the certificate. We are not able to accept a blanket endorsement page for the County of Los Angeles Certificate. Please have your broker endorse the County of Los Angeles into the policy and provide an endorsement page to accompany the certificate.
**County of Los Angeles Endorsement:**

Our office is pending an addition insured endorsement page naming “The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers”. A blanket endorsement would not meet the requirements for the County of Los Angeles.

**City of Los Angeles (Pending):**

Please have your broker register and create a certificate of insurance for the City of Los Angeles on their website: [http://track4la.lacity.org/](http://track4la.lacity.org/). Once this has been completed, please forward the approval number to our office. Any questions regarding this process should be directed to the City's Risk Management Office at (213) 978-xxxx.

Are you confused? I was when we first did this. But, your insurance broker will take care of it all. Call them on the phone, be nice, tell them you are new to the game and they will guide you.

Once the permit office approves the insurance, they will assign you a production coordinator who will be responsible for helping you with your permit(s). This is your go-to person with any questions here on out. They will let you know how much your permit(s) will cost and will answer any questions you may have. It is important to remember that permits are not released until they are paid for. This usually must be done in person, and with cash, at the permit office. **Make sure you get a receipt.**

CONTINUED ON THE NEXT PAGE
Below is an example of how the cost of permits may be divided...

<table>
<thead>
<tr>
<th>Fee Code</th>
<th>Resource Name</th>
<th>Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPL_FILM</td>
<td>FILMLA FILM APPLICATION FEE</td>
<td>Administration Fee</td>
<td>$625.00</td>
</tr>
<tr>
<td>CO04</td>
<td>LA COUNTY FIRE REVIEW</td>
<td>Service Fee</td>
<td>$282.00</td>
</tr>
<tr>
<td>FIRX</td>
<td>LA CITY FIRE DEPARTMENT SPOT CHECK SURCHARGE</td>
<td>Service Fee</td>
<td>$85.00</td>
</tr>
</tbody>
</table>

Fee Code:  Resource Name:  Type:  Fee:

(LOC: 265093) ELKS LODGE #2790
(LOC: 265089) WOODBURY HOUSE

Fee Code:  Resource Name:  Type:  Fee:

Notification Charge  Fixed  $155.00

Total Fees: $1302
It is very important to let your production coordinator know everything. For example, if you are shooting on the sidewalk, staging gear on the sidewalk, have people in police uniforms, police picture cars, prop guns, anything in public view, always inform the permit office. Sometimes, they will suggest you have a uniformed police presence on set. But wait until they tell you first. It is better to be open, spend a few more dollars, than it is to be shut down for not having the correct information on the permit. We also suggest going into the local police station and informing the desk captain what and where you are filming, show them permits, and introduce yourself. This is good business and public relations.
Chapter 8: Scheduling: Maximizing your time.

I cannot tell you how important it is to be on time, every time. However, 20% of the population is always late, no matter what. Which is why we take this into consideration when we make our schedule for the film. Here are the guidelines we follow.

1. Schedule a light first day. Do not schedule the most complex scene as the first scene shot. You will shoot yourself in the foot. The crew and actors have to get into a rhythm, and this may take a day or two.

2. Schedule your expensive actor’s scenes all in a bunch. Meaning, do not spread it out over 4 or 5 days. We like to bring our most expensive talent in for only a few days, shoot their scenes, and let them go. This saves you money in the long run.

3. Always schedule things that can be easily shifted around on the first day. People always show up late on the first day, especially talent. Remember, if you used an agency, they are responsible for the late actor, and will most likely adjust your rate for the talent accordingly.

4. Schedule nonessential scenes at the end of the day. If you want to shoot an emotionally charged scene, and it is 45 minutes before you wrap, the talent is only thinking about going home, and your scene will feel incomplete, with lacking performances, which will translate on screen.

5. Schedule for the location. This means that you are staying at one location, if possible, all day. Crew does not want to pack up, travel, unpack, set-up, and then tear down over and over. It is an inefficient way to use your time and money.

6. Schedule for the interiors to follow a floor plan. If two scenes are downstairs, and two scenes are upstairs, then shoot all scenes upstairs before you move downstairs, or vice-versa, unless time of day is a factor, like an exterior night shot. We have been on too many movies where they shot one scene upstairs, tore all the lights down, moved downstairs shot a scene, then moved back upstairs, only to move back downstairs. This is an amateur move and will cause anger and frustration amongst the crew.
7. Schedule exterior shots first. Living in places such as California means that exterior locations heat up quickly. However, you cannot control weather, so get this stuff out of the way early. This way if it does rain, you can move indoors. Always look at the weather forecast ten days in advance when making your schedule. Print the forecast out and give it to your talent and crew so they dress accordingly. A cold crew will not perform well, nor will an overdressed and sweating crew.

8. Schedule an extra make-up person when you are shooting scenes which involve a lot of talent. This will save you time and money in the long run.

9. Always use a two-camera set-up to move faster. Use one camera for the wide shot or master shot, and the second camera for the medium-shots and close-up shots. If we are shooting a scene which one camera can cover and time is running low, we separate the second unit and have them film either b-roll or other scenes. You are paying for the talent, so you might as well use them.

10. Schedule the proper amount of script pages per day in order to fit your shooting schedule. Which means if you have an 80-page script, and 10 days to shoot, then you should be shooting eight pages or more a day, not three pages a day. That is why we shoot as much as possible at one location. It maximizes location, time, and budget.

The first breakdown sheet, which I have already shared, is from the schedule of a festival film. As you will see, the whole script is a daytime piece. We brought the crew in early, at 7:00 AM, and the actors at 7:15 AM. This allowed for the crew to eat early, get coffee, and start setting up. This was a two-day shoot, a short script, and we had expensive talent. All of the expensive talent’s scenes were shot on day one. This made the schedule have a heavy page count. However, we maximized the location which had multiple spots that served as various sets throughout the story. This made it easy to move around efficiently and allowed the elimination of a company move.

We started with exterior scenes to maximize daylight. Also, we scheduled a scene which had an extra actor who was only in that one particular scene. Once we got our take, we sent them home. Then we concentrated on the main actor and one additional actor whom the story was about. This way their scenes were always
back-to-back and we could maximize their interaction. This is crucial when shooting a dialogue-driven script that is emotionally heavy. It allows for a better connection on screen between the actors. Once we moved to the interior scenes the daylight was against us. However, curtains, and the use of daylight bulbs, can still imply it is daylight outside. Remember, the audience does not know unless you let them know.

On day two we scheduled the shots which were not dialogue driven and only required the actor, who we only had for two days. Being an easier day, we let the crew come in an hour later, eat breakfast, sent a small crew to the beach, and had the rest of the crew prepare for the next scene. This is all about maximizing time and running an efficient shoot. Your crewmembers will respect you more, work harder, and have more fun if they know you are prepared.

Please refer to the schedule on the next page as an example, that was described above.
<table>
<thead>
<tr>
<th>Sheet #</th>
<th>1/8 pgs</th>
<th>Scenes:</th>
<th>EXT/INT</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>6/8 pgs</td>
<td>4</td>
<td>EXT</td>
<td>Fool Side Day</td>
</tr>
<tr>
<td>3</td>
<td>2/8 pgs</td>
<td>3</td>
<td>EXT</td>
<td>Fool Day</td>
</tr>
<tr>
<td>6</td>
<td>1/8 pgs</td>
<td>7</td>
<td>EXT</td>
<td>Fool Evening</td>
</tr>
<tr>
<td>8</td>
<td>1/8 pgs</td>
<td>5</td>
<td>EXT</td>
<td>Cabin Day</td>
</tr>
<tr>
<td>10</td>
<td>1/8 pgs</td>
<td>9</td>
<td>INT</td>
<td>Interior Cabin living area/Bed Day</td>
</tr>
<tr>
<td>12</td>
<td>2 1/8 pgs</td>
<td>11</td>
<td>INT</td>
<td>Cabin bed area Day</td>
</tr>
<tr>
<td>13</td>
<td>2 1/8 pgs</td>
<td>12</td>
<td>INT</td>
<td>Cabin Entrance area/shelf area Day</td>
</tr>
</tbody>
</table>

**End of Shooting Day 1**

<table>
<thead>
<tr>
<th>Sheet #</th>
<th>1/8 pgs</th>
<th>Scenes:</th>
<th>EXT/INT</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>1/8 pgs</td>
<td>8</td>
<td>EXT</td>
<td>Beach Morning</td>
</tr>
<tr>
<td>2</td>
<td>2 1/8 pgs</td>
<td>2</td>
<td>INT</td>
<td>Cabin Bathroom Day</td>
</tr>
<tr>
<td>11</td>
<td>1/8 pgs</td>
<td>10</td>
<td>EXT</td>
<td>Cabin Day</td>
</tr>
<tr>
<td>4</td>
<td>1/8 pgs</td>
<td>5.5</td>
<td>EXT</td>
<td>Johns going into/Out of Cabin Day</td>
</tr>
</tbody>
</table>
Chapter 9: Taking Care of Business: Welcome everyone to the set.

Once you have the pre-production steps completed, then you can begin production. If you did your pre-production properly, then production should go smoothly.

On each production day, it is important to greet people as they arrive, shake their hands, thank them for being early, look them in their eye, and make sure they get breakfast. This will make them feel welcome, and it sets a friendly tone.

Have your call sheet ready with a shooting schedule for the day. Always make sure everyone from producers to grips receive these before the day begins. Make sure you go over the day’s schedule during the morning meeting. This is vital as you want everyone to be on the same page.

The crew knows you are on a schedule and to keep costs down it is important to stay on this schedule. Always ask questions. Meaning, if your DP is setting up a shot, ask them how long? 10 minutes? 15 Minutes? Ask if that is a “hard” answer, which translates to “will it really will be 10 minutes?” Often times the DP will say 10 minutes and then need more time after that 10 minutes is up. That is an example of a “soft” answer. If they are not ready, ask them what the hold-up is and how you can help. This will usually get them moving faster.

Once you get the set-up time, you can relay this information to the make-up department. This is the opportunity for them to be doing the final touches on hair and make-up on the talent. Once out of make-up, have the sound person put a lavaliere microphone on the talent. Also, always have someone watch the talent getting microphones put on. This way, you have a witness to how it was placed and where.

Keep an eye on the scene which is being shot, knowing how long you have between set-ups. If a crew is shooting in a tight space with few lights, then use the other grips and gaffer to help pre-light the next scene. The DP will appreciate it and then simply adjust the lights to their liking. Also, have the actors who are in the upcoming scene get ready in make-up and wardrobe. We do not hire a wardrobe person every time we shoot and we will often tell the actors to bring
certain outfits. You can also buy inexpensive clothing at thrift stores. With independent filmmaking, a budget can be shaved down by doing tricks like this. Usually, the make-up person can provide a good opinion on wardrobe and how it looks on the talent, so trust their opinion.

Make sure your production assistants have water on set at all times. Nobody, and I mean nobody, wants to shoot on a 95-degree day, for 12 hours, with a crew of 15, and there are only 12 waters. Have a variety of snacks and do your due diligence and find out food allergies prior to making your catering orders. It is also important to feed people every 6 hours, and it is a law. I often provide three meals, but breakfast and lunch are sufficient unless it is a night shoot. If it is a night shoot, provide a good dinner for one meal. Your crew will appreciate you more if they eat well. Always have coffee on set too, as somebody will always want some.

Once your day is wrapped, make sure all gear is put away and secured. Make sure it is all accounted for prior to leaving. It is important to do a “dummy check”, or a walk around the area in which you just shot in order to see if any gear was left behind. Get the crew and talent a call sheet for the next day before they leave so they know time and location. Finally, thank everyone for a great day.
Chapter 10: Paperwork for the Deliverables:
Everyone signs the dotted line.

I cannot say it enough! Paperwork is important, and there is a lot of it. If you are planning on selling your movie, all of your paperwork will be part of your deliverables package for the networks. Deliverables are the book of rights which proves that all involved parties have signed off on rights and the network will not get sued. Below is a list of forms we used, and at what stage of production we used them. There are many other forms, but these are the ones that were used on a regular basis.

**PREPRODUCTION FORMS:**

**Copyright Register of Script with WGA:** This is when you copyright the script as your own and helps make it difficult for others to claim your work as their own. This is done through the Writers Guild of America (WGA) via the web. We always do this with every script, even if we do not make it. The cost runs about $20. I always print the receipt for my records as it serves as proof and is a tax write off. Here is where you can register online: [https://www.wgawregistry.org/registration.asp](https://www.wgawregistry.org/registration.asp)

**Certificate of Registration:** This comes from the U.S. Copyright Office, and can be found online at [www.copyright.gov/](http://www.copyright.gov/). We only go this route once the project is financed and production is definite. This registers your script on a federal level. It also is needed for when a “Title Search” is done. We will touch on this when we discuss post-production forms.

**Non-Disclosure Agreement:** This is your agreement with potential actors, crewmembers, or anybody you share your script with. It is a contract through which all parties agree not to disclose information covered by this agreement. Use this on everything, as you never know who may try to profit off of your idea. It is always better to err on the side of caution.

A NON-DICLOSURE AGREEMENT SAMPLE can be found on the next page.
This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT dated [AGREEMENT DATE] (the "Agreement")

BETWEEN:

[RECEIVING PARTY], whose principal place of business is located at [RECEIVING PARTY PLACE OF BUSINESS] (hereinafter, “Receiving Party”)

and

[DISCLOSING PARTY], whose principal place of business is located at [DISCLOSING PARTY PLACE OF BUSINESS] (hereinafter, “Company”)

(each a “Party” and collectively, the “Parties”)

RECITES:

A. The Parties consider it desirable for Company to disclose Confidential Information to the Receiving Party for the limited purpose of [PURPOSE] (the “Permitted Purpose”); and

B. The Parties wish to define herein the obligations of the Receiving Party with respect to the handling and disclosure of Confidential Information that may be disclosed to the Receiving Party by Company in connection with the Permitted Purpose.

TERMS

In consideration of the mutual covenants and conditions set forth herein, the Receiving Party, intending to be legally bound, agrees as follows:

1. Definitions

(a) “Business Information” includes, but is not limited to, information relating to intellectual property, business plans, financial information, products, services, manufacturing processes and know-how, technical information, sources of supply, strategic plans, advertising and marketing plans, customer lists, sales, profits, pricing methods, personnel and business relationships.

(b) “Confidential Information” includes, but is not limited to, Company’s Intellectual Property Information, Business Information and Trade Secrets, whether or not reduced to writing or other tangible expression, which Company may disclose to the Receiving Party; provided however that Confidential Information shall not include any information which (i) was already known to the Receiving Party prior to the time of disclosure by Company as evidenced by written records, (ii) is available or becomes generally available to the public other than through a breach of this Agreement by the Receiving Party, (iii) is acquired or received rightfully and without confidential limitation by the Receiving Party from a third party, or (iv) is independently developed by the Receiving Party without breach of this Agreement.

(c) “Effective Date” means the date written at the top of the first page of this Agreement;

(d) “Intellectual Property Information” includes, but is not limited to, information relating to research and development, discoveries, improvements, processes, know-how, drawings, blueprints, specifications, samples, formulae, notes, patents, copyrights, trademarks, trade names, and patent, trademark and copyright applications; and

(e) “Trade Secrets” means information that (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. The Receiving Party agrees that it shall only use Confidential Information for the Permitted Purpose and for no other purpose whatsoever.

3. The Receiving Party agrees to take all necessary and appropriate steps to keep confidential and protect Confidential Information including: (i) restricting access to all Confidential Information received from the other to
those employees who have a “need to know” and advising such employees of their obligations to handle the Confidential Information with the highest degree of care and prudence to prevent a violation of this Agreement; and (ii) not using, disclosing, or allowing access to such Confidential Information by any third party, except as authorized by Company in writing. The Receiving Party further agrees to keep confidential the existence of this Agreement and that it is meeting with or receiving information from Company, except as may be required by law.

4. The Receiving Party agrees it shall be liable for any breach of this Agreement by its employees, employees of its affiliates or subsidiaries and by any consultant, agent, or other third party to whom it has communicated Confidential Information.

5. If the Receiving Party becomes legally required to disclose Confidential Information, or any part thereof, the Receiving Party will give Company prompt notice of such requirement to the extent that the Receiving Party is legally able to do so. If Company waives compliance with any of the terms of this Agreement or is unable to obtain a protective order or other appropriate remedy with respect to such disclosure of Confidential Information, then the Receiving Party will disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement. Any Confidential Information that is disclosed pursuant to a legal obligation shall maintain its confidential character if the disclosure does not result in the information becoming generally known or available to third parties without restrictions on further disclosure. The Receiving Party has the burden of proving the foregoing exceptions and must notify Company within forty eight hours from the time of disclosure upon such exceptions.

6. The Receiving Party agrees that Confidential Information is and will remain the property of Company and all such Confidential Information in tangible form and copies thereof will be returned promptly to Company upon request, except that the Receiving Party may retain one copy of Company’s confidential information for regulatory and risk management purposes provided that such copy is securely maintained in a secure location at the Receiving Party’s principal place of business or by the Receiving Party’s legal counsel. No use of such Confidential Information is permitted except as provided in this Agreement, and the Receiving Party agrees not to rely upon, in any manner, Confidential Information except as authorized by this Agreement. No grant of any of Company’s intellectual property rights, including any license implied or otherwise, is given or intended to be given.

7. Samples of products (“Samples”) provided by Company to the Receiving Party for its evaluation, together with products made therefrom and information obtained by the Receiving Party as a result of the evaluation thereof shall be deemed Confidential Information subject to this Agreement. The Receiving Party may evaluate the Samples for the Permitted Purpose only, and shall not, without the prior written consent of Company, chemically analyze, disassemble, sell, show or give the Samples, products made therefrom, or the evaluation results, to any third party. The Samples and products made therefrom shall be returned or disposed of as specified by Company. Test results obtained by the Receiving Party in connection with testing conducted on Samples shall be made available to Company upon their achievement.

8. This Agreement will be effective as of the Effective Date, but will apply to any Confidential Information disclosed to the Receiving Party by Company prior to such date. This Agreement shall expire:

(a) as to subsequent disclosures of Confidential Information, on the later of five (5) years from and after the Effective Date or five (5) years from the expiry or termination of any other agreement between the Parties related to the supply of goods and/or services in relation to the Permitted Purpose; and
(b) as to any Confidential Information disclosed prior to the date of any termination under subsection (a) above, for a further period of five (5) years from and after such date; provided that this Agreement shall continue in full force and effect with respect to any Trade Secret for such additional period as such information remains a Trade Secret.

9. The Receiving Party acknowledges and will not contest that unauthorized disclosure or other violation, or threatened violation of this Agreement by the Receiving Party will cause irreparable damage to Company. The Receiving Party agrees that Company shall be entitled to seek an injunction prohibiting the Receiving Party from any such disclosure, attempted disclosure, violation or threatened violation without the necessity of proving damages or furnishing a bond or other security. The Receiving Party hereby indemnifies and holds Company harmless from and against all damages, losses and costs (including reasonable attorneys’ fees) resulting from any such actual, attempted or threatened disclosure or violation.

10. Neither this Agreement nor anything disclosed or provided pursuant to this Agreement creates or should be construed to create, in any manner, any obligation to enter into any contract or business arrangement nor does it obligate either Party to purchase any service or item from the other or offer for sale any products using or incorporating Confidential Information.
11. The Receiving Party agrees and acknowledges that neither Company nor its shareholders, officers, employees, agents or advisors make any representation or warranty (express or implied) as to the accuracy and completeness of Confidential Information except as may be expressly represented or warranted in any subsequent agreement concluded between the Parties.

12. This Agreement may not be amended or modified, nor may any right or remedy of any Party be waived, except in writing, signed by such Party. The waiver by any Party of the breach of any term or provision hereof by any other Party will not be construed as a waiver of any other subsequent breach.

13. The rights and obligations of the Parties pursuant to this Agreement shall be in addition to and shall not derogate from either Party’s obligations under any other agreement between them. In the event of any conflict between any provision(s) of this Agreement and those of any other agreement between them, the more restrictive provision(s) shall apply.

14. This Agreement is governed by and will be construed in accordance with the laws of the province of Nova Scotia and the laws of Canada applicable therein. The Receiving Party attorns to the exclusive venue and jurisdiction of the Courts of Nova Scotia, and waives any arguments under the conflict of laws removing such exclusive venue, jurisdiction or governing law.

15. The Receiving Party affirms that the individual(s) executing this Agreement has the authority to bind the Receiving Party to the terms hereof.

16. The Parties acknowledge and agree that each and every term of this Agreement is of the essence. If any one or more of the provisions contained in this Agreement should be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby so long as the commercial, economic and legal substance of the transaction contemplated hereby are not affected in any manner materially adverse to any Party. Upon such a declaration, the Parties shall modify this Agreement so as to carry out the original intent of the Parties as closely as possible in an acceptable manner so that the purposes contemplated hereby are consummated as originally contemplated to the fullest extent possible.

17. An electronic copy or facsimile of a party’s signature shall be binding upon the signatory with the same force and effect as an original signature.

[RECEIVING PARTY]

Per: __________________________

Name: _______________________

Title: _________________________
Location Agreement: This is the contract between you and the property owner. It states you will not sue them if someone gets hurt, that you are insured and will cover any damage that may occur during the shoot. It also states the times of production and overtime rates.

LOCATION CONTRACT

Permission is hereby granted to ________________________________ (hereinafter referred to as the “Producer/Director”), to use the property and the adjacent area located at ________________________________ for the purpose of photographing and recording scenes (interior and/or exterior) for motion pictures with the right to exhibit, as well as license others to exhibit all or any part of said scenes in motion pictures throughout the world; said permission shall include the right to bring personnel and equipment (including props and temporary sets) onto said property, and to remove the same therefrom after completion of work.

The above permission is granted for a period of ________________________________ from ________________________________ to ________________________________.

Producer/Director hereby agrees to hold the undersigned harmless of and from any and all liability and loss which the undersigned may suffer, or incur by reason of any accidents, on or about the above-mentioned premises, ordinary wear and tear of the premises in accordance with this agreement excepted.

The undersigned does hereby warrant and represent that the undersigned has full right and authority to enter into this agreement concerning the above-described premises, and that the consent or permission of no other person, firm, or corporation is necessary in order to enable Producer/Director to enjoy full rights to the use of said premises, hereinabove mentioned, and that the undersigned does hereby indemnify and agree to hold Producer/Director free and harmless from and against any and all loss, costs, liability, damages or claims of any nature, including but not limited to attorney’s fees, arising from growing out of, or concerning a breach of the above warranty.

________________________________________  ____________________________
Signed                                           Title/Relationship
**PRODUCTION FORMS:**

**W-9 Form for 1099’s (Tax Forms)**

It is important to have the W-9 form inside the paperwork packet which talent and crew sign on the first day. You are required to have an employee fill this out only if they will make $600 or more. If you work with the same people frequently, they only need to sign the form once every tax year. But make sure that you have their W-9 in your business files.

The W-9 is a tax form for the independent contractors you have hired and will be paying. It is used to generate the 1099-Misc tax document which is used by the independent contractor to report the income they were paid.

Be sure to guide the contractor through the W-9 form. It is very straightforward and requires their name, address, and Social Security Number. Some contractors use a separate business entity for taxes. Have them provide the business name, address of business, and the Employer Identification Number of their business.


A sample W-9 can be found on the next page.
Form W-9
Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

<table>
<thead>
<tr>
<th>Name (as shown on your income tax return)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business name/foreign entity name, if different from above</td>
</tr>
</tbody>
</table>

Check appropriate box for federal tax classification:
- Individual/sole proprietor
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)
- Other (see instructions)

Exemptions (see instructions):
- Exempt payee code (if any)
- Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
City, state, and ZIP code
Requestor's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Date

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners’ shares of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:
- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Cat. No. 10231X
Form W-9 (Rev. 8-2013)
Crew Deal Memo: This is the agreement between the production company and members of the crew. Be very forthright on this agreement. There are a few areas which always need to be addressed, so always state the following in the agreement. Although some things may not apply for everybody, keep them in there. This way you will be able to have only one Deal Memo template which can be used for the whole crew.

Here is a list of items producers must have in the crew deal memo:

- **Overtime pay**: If you go over 12 hours, how much the rate is per hour.
- **Travel Fee**: If the shoot is over 45 miles from the actor’s place of residence.
- **Per Diem**: People have expenses when on the road, such as water and snacks, and they need to be compensated. This also applies if the shoot is out of town, and crew/actors need hotel rooms.
- **Meals**: We provide three meals a day, which usually consist of a hot breakfast, hot lunch, and warm dinner. The crew should be happy, and listing meals in the deal memo shows them they are appreciated. If you are providing three meals per day, you will also be able to negotiate a lower rate.
- **Kit Rental Fee**: This is for anyone bringing his or her own gear to set. These crewmembers have spent money on tools, gels, make-up brushes, drills, along with many other items, so they deserve a fee for using it on your movie.
- **When you will be Paid**: Always pay your crew on the last day of the shoot week, or their contract end-date (whichever comes first) with a company check. This way, word spreads fast that you are a solid company to work with. It is good practice to pay within 30 days of the completion of a shoot.
- **Kill Fee**: There are chances that your film may never get made, production may stop, or financiers get cold feet. However, crew members may have turned down jobs in order to work on yours. Although a rarity on low-
budget films, someone in the crew will ask for this, and you must put in there if you offer one or not.

- **Overschedule**: Sometimes a shoot goes over by a few days. If you want to keep the same crew, always write in a notice which states the crew will receive a 48-hour notice if you need to add days to the production schedule. We do not want them scheduling another job when you will need them.

- **Prep/Wrap Wages**: It takes a day to pick up gear, so offer a small fee for that day. This fee could be a flat $100, which is used for gas, time, or food. Remember, nobody should be expected to work for nothing.

- **Footage Availability**: It is only fair to provide the actors, DP, AC, and any other crew footage of their work, especially if they are just starting out. If you promise a DVD copy, then get it to them in a timely manner.

A sample of a Crew Deal Memo can be found on the next few pages. It can be used as a template, and modified as needed.
CREW DEAL MEMO

PRODUCTION COMPANY:
Your Production Company, LLC.
8675309 Pacific Coast Highway, Malibu CA 90265

MOTION PICTURE: "The Movie Part 1"

NAME: __________________________________________

ADDRESS: __________________________________________________________________________

CITY: __________________________ STATE: _________ ZIP ______________

SS#: ___________________________ (OR) FED. I.D.# __________________________

Phone #: ___________________________ Driver License 
#__________________________

E-mail address: ________________________________________________

(Items below to be completed by production company only)

POSITION: __________________________________________________________________________

START DATE: ________________ EST. FINISH DATE: ________________

PRODUCTION RATE: $ _____________________

RENTALS: __________________________ TOTAL FOR PRODUCTION: $ ________________

ADDT’L TERMS: _________________________________________________________________
SALARIED/ON CALL/DEFERRED
EXEMPT EMPLOYEES
TERMS AND CONDITIONS OF EMPLOYMENT

1. DEFERRED WAGES: Wages shall be paid to the employee only upon completion and sale of the film, only after all vendors are paid in full, all investors are returned their original investment money, and before profits are distributed. Employment is for a 6-day workweek.

2. EXEMPT EMPLOYEES: Exempt employees shall not be beneficiary of additional overtime, turnaround or other hourly payments except as expressly provided in this deal memo.

3. NIGHTS, WEEKENDS, HOLIDAYS, WORK TIME: Unless expressly provided elsewhere in this deal memo, no increased or additional compensation shall accrue or be payable to employee for the rendering of services at night or on weekends or holidays, or after the expiration of any particular number of hours of service in any period.

4. MEALS: The Production Company will provide meal breaks and/or food service at approximately six (6) hour intervals.

5. IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA): Employment (or the engagement of services) hereunder is subject to employee providing the requisite documents required by IRCA and completing and signing the required Form I-9 pursuant to IRCA Section 274a.2. Employee shall comply with the immigration verification employment eligibility provisions required by law.
6. CAR INSURANCE: Employee is responsible for liability and collision insurance and deductibles on her/his personal vehicle used in conjunction with their employment.

7. ALCOHOL/DRUGS: Use of alcohol or drugs during hours of employment will result in employee's immediate termination.

8. PURCHASES: Employee will be held personally responsible for purchases, rentals and expenses not approved in advance by production.

9. EXCLUSIVITY: Employee's services are on an exclusive basis to the production of the motion picture (the "Picture") referred to in this deal memo for such period of time as required unless otherwise specified in this deal memo.

10. CREDIT: Unless otherwise specified in this deal memo, screen credit is at Production Company's discretion subject to employee's performing all services required through completion of term.

11. TERM: Unless expressly provided elsewhere in this agreement, employee's employment hereunder shall not be for a "run of the show" or for any guaranteed period of employment. Production reserves the right to discharge employee at any time, subject only to the obligation to pay the balance of any guaranteed compensation due. Production Company will attempt to notify employees a minimum of twenty-four (24) hours in advance of layoff. This agreement is subject to immediate suspension and/or termination (at Production's election) without further obligation on the part of Production in the event of any incapacity or default of employee or in the case of any suspension, postponement or interference with the production by reason of labor controversy, strike, earthquake, act of God, governmental action, regulation, or decree or for any other customary force majeure reason.

12. NO WAIVER: The terms and conditions of this deal memo are binding on Production Company and employee and shall not be waived or altered by any method. Any added conditions on the front of this deal memo inconsistent with these conditions of employment shall be null and void.

13. WORK-FOR-HIRE: Production Company shall be the owner of all of the results and proceeds of employee's services, including any copyright, trademark and any other intellectual property rights in any work or property created by Employee, or
anyone under Employee's direction. Employee acknowledges that Employee's work is a "work made for hire" within the scope of Employee's employment, and therefore Employer shall be the author and copyright owner of any work created under this agreement. In the event that any of proceeds of Employee's work are not considered a work for hire, then Employee's copyright to such work is hereby assigned to Employer.

14. PUBLICITY: Employee shall not directly or indirectly circulate, publish or otherwise disseminate any news story, article, book or other publicity concerning the Picture, or employee's or others' services without Production Company's prior written consent, provided that employee may issue personal publicity mentioning the Picture so long as such references are not derogatory. Employee has permission to show a videotape of Picture in connection with seeking future employment. Employer shall have the right to use employee's name, voice, picture and likeness in connection with the Picture, the advertising and publicizing thereof, and any promotional films or clips respecting the Picture without additional compensation therefore.

15. ARBITRATION: This Agreement shall be interpreted in accordance with the laws of the State of California, applicable to agreements executed and to be wholly performed therein. In the event of any breach or alleged breach of this Agreement or the Prior Agreements by Production Company, Employee expressly agrees that Employee's sole remedy shall be the recovery of money damages, and Employee shall not have the right to terminate or rescind this Agreement or the Prior Agreements or any of the rights granted to Production Company hereunder or thereunder, or to enjoin or restrain the use of or the exhibition, distribution, advertising, promotion or exploitation of the Picture and or any of Company's rights pursuant to this Agreement or the Prior Agreements. Any controversy or claim arising out of or in relation to this Agreement or the validity, construction or performance of this Agreement, or the breach thereof, shall be resolved by arbitration in accordance with the rules and procedures of AFMA, as said rules may be amended from time to time with rights of discovery if requested by the arbitrator. Such rules and procedures are incorporated and made a part of this Agreement by reference, although Employee agrees that its right, if any, to injunctive relief under AFMA rules is hereby waived. If AFMA shall refuse to accept jurisdiction of such dispute, then the parties agree to arbitrate such matter before and in accordance with the rules of the American Arbitration Association under its jurisdiction in Los Angeles before a single arbitrator familiar with entertainment
law. The parties shall have the right to engage in pre-hearing discovery in connection with such arbitration proceedings. The parties agree hereto that they will abide by and perform any award rendered in any arbitration conducted pursuant hereto, that any court having jurisdiction thereof may issue a judgment based upon such award and that the prevailing party in such arbitration and/or confirmation proceeding shall be entitled to recover its reasonable attorneys' fees and expenses. The arbitration will be held in Los Angeles and any award shall be final, binding and non-appealable. The Parties agree to accept service of process in accordance with the AFMA Rules.

EMPLOYEE ACCEPTS ALL CONDITIONS OF EMPLOYMENT AS DESCRIBED ABOVE.

AGREED TO AND ACCEPTED:

___________________________________________
EMPLOYEE NAME - Print

___________________________________________
EMPLOYEE SIGNATURE

___________________________________________
DATE

___________________________________________
PRODUCTION COMPANY SIGNATURE

___________________________________________
DATE
ACTOR AGREEMENT – NOT A SAG PROJECT

It is good practice to have the talent sign both a Crew Deal Memo and an Actor Agreement. An Actor Agreement is a contract between the production company and the talent. Here are some of the items we include in our agreements:

1. Who is the contract between?

2. The dates which the talent states they are available for and have agreed to work during the filming process.

3. Locations which they agree to shoot in. Believe it or not, some people will not shoot in cemeteries at 2AM.

4. The talent agrees to gives over all rights they may have in the finished film to the production-company or producer. This allows for distribution to be had on all platforms in any and every way possible.

5. State the talent’s pay rate for either a day or weekly rate. Always state that they will be paid within 30 days. Most production companies pay in this manner, although it is a good practice to pay everyone weekly.

6. Include the hours they are expected to be there. You will find that talent hates sitting around. Even if they agreed to a twelve-hour day, they sometimes still think their scenes should be first up and that they will be first out. We do not live in a perfect world and scheduling often gets pushed around meaning the talent may be sitting around for a few hours.

7. State you have liability insurance which covers any accidents occurred while shooting.

8. Add how many meals will be provided and eating times. It is common to go 6 hours between meals. State that there will be a warm breakfast with coffee, a hot lunch, and a third meal if you go over 12 hours.

9. Will a DVD or Blu-Ray be made available and by what date? Honestly, I have never received a DVD copy of a film in which I have been involved unless I owned the picture. Most people never get around to this, but we
always make footage available for talent or crew once we sell the movie. It is just good practice, good karma, and maintains your integrity.

These are just the basics that get added to our agreements, when not making the film as a SAG project.

**SAG-Ultra Low Budget Projects**

When the time arrives, you have the budget, and your production can use more expensive actors, you will need to fill out a lot of paperwork. This is time consuming. SAG-AFTRA is set up to protect actors, and in return they provide you, the movie, with access to a better talent pool. Since this is the case, SAG requires a large amount of information to verify that you are legitimate. Do not take this as an insult---it is standard SAG procedure. If you can submit all the required paperwork you will be approved to use SAG actors.

SAG has a website which details all the steps needed to become an Ultra-Low Budget project. Look under the Contracts tab for a link to Theatrical film. This will offer you six options: Theatrical, Modified Low Budget, Low-Budget, Ultra Low Budget, Short Film, and Student Film. Of course, choose the one applicable to your project.

**CONTINUED ON THE NEXT PAGE**
Here are the steps we took, when going with the Ultra-Low Budget. Ultra-Low Budget applies to films under $200,000.

1. Fill out the Preliminary Information Sheet for Ultra Low Budget Agreement, email it back to SAG, and wait for the representative to send you a packet of information.

2. Fill out and return the following documents:
   - Theatrical Information Sheet
   - Screen Actors Guild Agreement for Independent Producers of Theatrical Motion Pictures (*Return 2 copies of the signed originals*)
   - Ultra-Low Budget Agreement
   - SAG-Producers Pension and Health Adherence Letters (*Return 2 copies of the signed originals*)
   - As an LLC: Provide the Articles of Organization, LLC Operating Agreement, and a completed LLC Resolution. Any forms you do not recognize will be available on the SAG-AFTRA website.

3. Once this information is looked over by the SAG representative, then you will be asked to submit the following:
   - A complete Pre-Production Cast List
   - A copy of the Shooting Script
   - Day Out of Days
   - Line Item Budget

4. Once your submitted material is looked over, a SAG Business Representative will contact you and inform you of the amount of the security deposit. You must deliver this in person to the Screen Actors Guild. You will need to take a Security Deposit, the Security Deposit Letter, and a W-9 form.

5. Once these requirements are met, your SAG Business Representative will give the picture “CLEARANCE”. This now allows the cast to begin work.
6. Once production starts, every week you must:

- Deliver payroll checks to the Guild. They must be handed to your Business Rep, and no later than the following Thursday of each payroll week. BTW, the checks need to be itemized, so use a payroll company, or an accountant.

- You must provide the check for the SAG-Producers Pension and Health contributions from the previous week’s payroll. You also need to include a completed form called the SAG-Producers Pension and Health Plans Theatrical Weekly Report of Contributions.

- The SAG Performer Contracts for Ultra-Low Budget Theatrical Motion Pictures, must be turned in to the SAG offices.

- An Exhibit G, otherwise known as a Production Time Report Form, must also be filled out every day.

7. Finally, after the production dust settles, and all of the shooting is done, then you must submit these last few forms:

- A Final Cast List.
- A Detailed Final Cost Report.

Although it is a lot of work, after going through the process a few times it will run smoothly.

SAG is very easy to work with, and their website is a good place to start as well. This link will take you to the forms, which you need for a motion picture when using SAG actors. Link: http://www.sagaftra.org/production-center/theatrical/signatory-information
Part III: Post-Production the Right Way

Chapter 11: Choosing your editor: Making the cut.

In my experience, I have worked with a lot of the same people, and we have developed a relationship built on trust. However, trust is sometimes hard to come by and not everyone is a professional. I speak from experience: I dealt with an editor, who was recommended by an acquaintance, who talked a great game. Although we would send edit notes, they never did any work until we would show up to view the changes that should have been made from the previous notes. He often complained about giving us a deal and that we should be paying more, although we made a verbal agreement in which all the expectations were laid out. It was a long and painful experience and ultimately led to us losing a sale with a major network, HBO. Even though we sold our movie to another network, we lost over $60,000 by settling for second best.

With that said, it is nice to have an agreement with your post-production people. List all expectations, the entire payment process, and any restrictions they might have regarding the showing of your work.

Find an editor whose skill set goes beyond basic editing. Find one who can do motion graphics, titles, and even a little sound polishing. These are valuable allies to have. Plus, you can get better deals with a one-stop shop, as opposed to going to three different shops.

On the next page you will find a generic WORK FOR HIRE AGREEMENT example, which can be adjusted to fit your needs.
WORK FOR HIRE AGREEMENT

This Work for Hire Agreement (this "Agreement") is made effective as of Date Here.
In this Agreement, the party who is contracting to receive the services shall be referred to as "Client", and the party who will be providing the services shall be referred to as "Service Provider".

Client AND Service Provider

Client Information here Service Provider information here

1. DESCRIPTION OF SERVICES. Beginning on Effective Date

Enter description here

2. PAYMENT FOR SERVICES. Client will pay compensation to Service Provider for the Services in the amount of $ Rate per hour or agreed upon amount

This compensation shall be payable upon completion of services.

3. TERM/TERMINATION. This Agreement shall terminate automatically on completion of services.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that Service Provider is an independent contractor with respect to Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Service Provider.

5. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by Service Provider in connection with the Services shall be the exclusive property of Client. Upon request, Service Provider shall sign all documents necessary to confirm or perfect the exclusive ownership of Client to the Work Product.

6. CONFIDENTIALITY. Service Provider will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Service Provider, or divulge, disclose, or communicate in any manner any information that is proprietary to Client. Service Provider will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Service Provider will return to Client all records, notes, documentation and other items that were used, created, or controlled by Service Provider during the term of this Agreement.

7. INJURIES. Client acknowledges Service Provider's obligation to obtain appropriate insurance coverage for the benefit of Service Provider (and Service Provider's employees, if any). Service Provider waives any rights to recovery from Client for any injuries that Service Provider
(and/or Service Provider's employees) may sustain while performing services under this Agreement and that are a result of the negligence of Service Provider or Service Provider's employees.

8. INDEMNIFICATION. Client agrees to indemnify and hold Service Provider harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Client that result from the acts or omissions of Service Provider, Service Provider's employees, if any, and Service Provider's agents. Client is responsible for final proofing of all projects. Service Provider will correct, if needed, any client-found errors.

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

10. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11. APPLICABLE LAW. This Agreement shall be governed by the laws of

Enter your state, Country or province here

PARTY CONTRACTING SERVICES:
Client Information here

By: ________________________________
Date:

SERVICE PROVIDER:
Service Provider information here

By: ________________________________
Date: ________________________________
Part IV: Production Tips to Success and Happiness

Chapter 12: Ways to simplify and save money:
It is okay to shave some dollars.

- Use your own gear or hire people with the gear that is applicable to your production.

- Use your own coffee pot on set, cleaning supplies from under your sink, your towels, your blankets, your bed dressing, your art work, and extra paper products like plastic ware, paper plates, and napkins, you kept from a previous production.

- Use your friends as PA’s.

- If family and friends are not going to provide the three meals for the cast and crew, which can help save money, then use a catering service like EZCater.com. This service allows you to add your location into a search engine, then narrows down all the places that deliver food in the area. Online menus are provided. Remember the vegans and gluten-free cast and crewmembers, and this site will provide you with those food options. With this service you can order all your meals in advance, walk away, and just wait for the catering to arrive. It does save time and headaches at the end of the day.

- Tell people to car pool. Have the crew meet at a certain spot and then take four people to the set at a time. This also saves on limited parking spaces, or no parking space, which is the case at many locations. Tell people to be early. Researchers estimate between 15 to 20 percent of people are habitually tardy, so go in knowing this.

- Have a sharpie to label bottles of water. Water is vital on set and must to be in abundance. However, drinking out of an opened, and unlabeled water bottle is a gamble most people will not take. So, label the caps with an initial or name.
• Have a separate recycling bag to get the plastic bottles and cans. It may not be a lot of money, but $12.34 in free money is good.

• Use your own coolers for beverages. Stock them with ice from your refrigerator’s ice maker, although you still will need to get a few bags, to keep the beverages cold.

• If you are a local then people will know you. Use it to your advantage and ask local grocery stores for donations. They often throw away day old bread, so perhaps they can offer it to you. Ask the local pizza shop, tell them your plans, tell them what you need for lunch for one production day, and offer them an end credit. People love the movies and being part of something special usually leads to free food.

• Most film permits either are free or have a reduced price for college students. If your shoot requires a permit, then find an eager film student, offer him an associate producer credit, and get him down to the permit office. Permits can be expensive and this will save you money.

• Shoot in locations you have access to and which are free. If you know the guy down the street has always wanted to be an actor, and he has the farm your script needs. He can be cast as the farmer who stays in the background.

• Never hire a person who does not believe in the project, as you will have to fix their poorly done job later.

Money is hard to come by when you are an independent filmmaker, and these pennies, which I am telling you to pinch, all add up.
Chapter 13: Where not to be cheap: Avoid sinking the ship.

There are some things that cannot be skimped on. Would you pay $13, on a Friday night, to watch a movie that had bad audio or an actress who spoke out from the darkness because she was not lit? I would not. The same is true of the audience for your movie. Additionally, film festivals will not select a poor production and sales agents will pass on it.

Below are the items we never skimp on.

- Invest in a decent camera with a decent sized sensor. Networks are still broadcasting in 1080, most people are shooting at least 2k & 4K Los Angeles, and the major studios are shooting in 5K, 6K, & 8K. To compete you need something that will produce a good image. We have sold movies which were shot with a Sony EX-1r, a Canon 7D, and even a GoPro. If you cannot afford one, hire a DP with a good camera. However, look at their reel before you hire them, as some people own great gear but lack experience using it.

- Hire a good DP who can also camera operate. Make sure they know how to light. If they request a 5-ton grip truck, hire someone else. I have lit films that were sold to major networks with two lights and two bounce boards. A shoot can be done with a lot less gear than you think is necessary and a good DP will make it work.

- Never cheap out on the location sound guy. We did this on a feature that I helped produce a while back. Although, I knew this was a mistake, the other producers wanted to save $200 and use free gear. It was a disaster at the end of the day, as the gear was faulty and the poor sound guy got all the grief. This was an amateur move on these first-time producers, and they paid in post-production, $2600 in ADR (Automated Dialog Replacement), for this mistake.

- Hire an AD, as this is Filmmaking 101. Remember, keeping your shoot on schedule can be a tough thing to accomplish. You need someone who can report the facts and can calmly communicate between the producers, talent, and all the crew positions. They must be organized,
which can keep the shoot running on time. Overtime costs a lot, and people frequently forgot to add this to their original budget. Your time as producer is important, that time should be used wisely.

• Hire a make-up person and an assistant if needed. If you have three or more actors, have the make-up person suggest an assistant. Remember, while you are shooting one scene with some of the talent, the make-up person can be getting talent ready for the next scene. It really will help you stay on schedule.

• Find a good location. It may seem like a good idea at the time, but your college dorm room is not a real set. Your mom’s basement, that was renovated in 1982 and has shag carpet probably will not fly onscreen for 90 minutes. Put an advertisement on Craigslist, or use a location service, but find a good location that fits your film. Local film commissions can also help you out in this area.

• You will always need some art direction. Pay for some good props, candles, pillows---anything that will add to the set décor and make the area more interesting. Remember, you can take pillows back to the store, after the scene is shot. We do this all the time. We buy props, wall hangings, drapes, and once we use them, we take them back for a complete refund. It may sound cheap, but it happens more than you would think.

• Good lighting is important. I previously mentioned that we have used only two lights on a film, which was eventually sold to a major network. One was a 6x10 LED, and the other a 4x4 Kino Flo, with daylight bulbs. In addition to investing in these lights, we used available practical lights in the house, and made use of natural light from the windows.

• Provide talent with the script pages for the day (SIDES). Making the day scenes available for the cast is vital. When they are having make-up applied, having their hair being done, or if they are between scenes, they can look these over and rehearse their lines.
Chapter 14: Secure your sale: The language of the business.

Everyone wants to eventually sell the movies they have made and make a little money. It is part of the American dream, or at least a good way to justify your major in college. Selling your movie is one of the most difficult aspects of the film industry. Filmmakers like to hold on to their trade secrets, sometimes believing they will lose their contact if they tell you how they sold their movies.

Our company went about it the old-fashioned way. We emailed sales agents left and right, eventually finding one who we trust. However, do your research as to what type of films they distribute, as some only deal in Hollywood tent poles, or star-studded action movies. These are the ones to avoid unless you are trying to sell this type of product. We went with the agent that sells Roger Corman’s films. Roger makes B-rate films which have launched many careers over the last 60 years. Yet his style is like ours---campy, fun, and cheap to make. We reached out to the sales agent, told him what we had, dropped it off, established a relationship via emails, and eventually our movies sold.

Once our first movie sold, which was to a major network, I took over a few bottles of wine to thank the sales agent. His surprise to the gifts was heartfelt, as he said it was a first from a client. This obviously left an impression, and we continue to sell films through him today.

You can also find sales agents by going to events like the American Film Market (AFM), which is held in Santa Monica, California every year. Buy a pass for a few days and meet the people. However, the goldmine is the little books/programs which are passed out daily. These books/programs have the names, emails, and other contact information of both buyers and sellers. You want the buyers, as they are looking to fill time slots on the network programming guides. Here you can sort out who buys what and the production costs of the projects they buy. This is free information and will allow you to narrow the field.

When you do attend one of these events, try to make a good impression, so dress up. Make sure you have business cards, copies of your project, and fresh breath. Always have a pen, a notebook, mints, and be sure to actively listen as nobody
likes arrogance. Visit the various suites, which are different companies, and talk to the people in the room. Their job is to find new movies which will make them money. Take the time to look at the posters in the room or around the doorway. These will tell you what they make/distribute.

**Thoughts to take with you...**

The only safe thing is to take a chance.
— Mike Nichols

Cinema is a matter of what’s in the frame and what’s out.
— Martin Scorsese

When given an opportunity, deliver excellence and never quit.
— Robert Rodriguez

It is the power of memory that gives rise to the power of imagination.
— Akira Kurosawa

Having a really good understanding of history, literature, psychology, sciences – is very, very important to actually being able to make movies.
— George Lucas
About the author…

Andrew Patrick Byrd is an active member of the Producers Guild of America. He specializes in producing feature films, top tier festival films, television, and commercials. Andrew has worked with several A-list actors in Hollywood. He has a reputation for delivering exceptional products on-time and under budget.

As an all-around filmmaker, with a far-reaching insight of production management, production gear, cinematography techniques, and lighting set-ups, he has been trained by some of Hollywood’s most successful cinematographers. These cinematographers include Russel Carpenter A.S.C., Francis Kenny A.S.C., and Howard Wexler.

Andrew is also a proud member of the “Roger Corman Film School”, which has been the spring board for many top Hollywood filmmakers. These filmmakers include Francis Ford Coppola, Martin Scorsese, Ron Howard, Joe Dante, John Sayles, Jonathon Demme, and James Cameron.

Andrew received his Master of Fine Arts degree from the Savannah College of Art & Design. During this time, he produced “Slip”, which was nominated for a student Academy Award. He received his Bachelor of Arts from Wright State University. Andrew currently teaches at Valencia College in Orlando, Florida.