

# Filming Agreement Checklist

This is a checklist of key deal points and issues in a filming agreement. It is not exhaustive. It is not a substitute for legal advice. Every deal is different in some way. Almost all deals can be improved by professional analysis and negotiation. Filming agreements can greatly impact the exploitation and promotion of a song or an artist. You should get competent and specialised legal advice on the subject matter and terms of any agreement before you sign anything. However, this checklist sets out the details and issues you should be on the look-out for.

## 1 Producer details

Company or individual? (If company, promise of personal services of particular producer?)

## 2 Details of party engaging producer

Company or individual? Artist or label?

## 3 Project and services

- a. Describe project for which producer is being retained (song list, performing artist and writer credits)
- b. Securing Director
- c. Producer's warranty that video doesn't infringe third party rights (including copyright)

## 4 Filming process

- a. Shoot dates, times and locations
- b. Who pays (and chooses) extras, set and prop hire and director, etc
- c. Budgets (who prepares, approves?)
- d. Any reproduction of third party material in film (who pays, approves, obtains licences and releases?)
- e. Delivery (method, date, format, consequence of non-delivery) (including all raw footage?)
- f. Use of Demos
- g. Acceptance or rejection (who pays for further shoots, editing, etc?)

## 5 Copyright and production asset ownership

- a. When does copyright vest in artist/label? (on creation or on payment?)
- b. Who will own props, tapes, vision files, equipment, etc?
- c. Can producer use footage for promotional purposes (on website?)
- d. APRA cue sheet lodgement

## 6 Producer fees

- a. Flat fee? All in Fee? When Payable? (50% before, 50% on delivery)
- b. Production budget accounting
- c. Producer's credit (right to use producer's name in promotion?)

## 7 Force majeure

## 8 Insurance

*For further information consult your local Industry Association, Arts Law, or a legal professional.*