

## APPENDIX M

### Releases / Production Services Requests

- I. Director's Deal (2pages) -----
- II. Writer's Deal (1page) -----
- III. Writing Team Deal (1page) -----
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Director Deal  
Memorandum-FILM  
Production Services

Bigfoot Entertainment  
One Hollywood Blvd.,  
Bigfoot I.T. and Media Park  
6015 Mactan, Lapu-lapu City  
#032 493-8889 / Fax 340-6149

(Television)  
Deal Memos must be submitted no later than  
commencement of services

This confirms our agreement to employ you to direct the project described as follows:

**DIRECTOR INFORMATION**

Name: \_\_\_\_\_ SS # \_\_\_\_\_  
Loanout (corp. name) \_\_\_\_\_ TIN # \_\_\_\_\_  
Address \_\_\_\_\_ Tel # \_\_\_\_\_

Salary: P \_\_\_\_\_  per show  per week  per day

Additional Time: P \_\_\_\_\_  per show  per week  per day

Start Date: (on or about) \_\_\_\_\_ Guaranteed Period: \_\_\_\_\_  days  weeks pro rata:  Yes  No

If this is the employee's first DGA-covered employment, check here (optional):  Yes

**PROJECT INFORMATION**

Project Title: \_\_\_\_\_

Episode/Segment Title (optional): \_\_\_\_\_ Project I.D. # \_\_\_\_\_

Length of Program:  30 min.  90 min.  
 60 min.  120 min.  Other: \_\_\_\_\_

Produced primarily for:  Network Prime Time \_\_\_\_\_  Basic Cable \_\_\_\_\_

(Please indicate which Network  Network, other than Prime Time \_\_\_\_\_  Syndication

or Service, as applicable)  Pay TV \_\_\_\_\_  Disc/Cassettes

Is this a Pilot?  Yes  No

Budget (for Basic Cable "Dramatic" Projects): P \_\_\_\_\_

**Pay Television**

Is the number of subscribers to the pay television service(s) to which the program is licensed at the time of Director's employment 6,000,000 or less?  Yes  No

Is the budget P5,000,000 or more?  Yes  No

Check, if applicable (optional):  Second Unit  Segment  Additional Photography  Replacement Director

The **INDIVIDUAL** having final cutting authority over the project: \_\_\_\_\_

Other conditions \_\_\_\_\_

(Inc. credit above min.) \_\_\_\_\_



Director Deal  
Memorandum-FILM  
Production Services

**POST PRODUCTION INFORMATION**

(Please provide all dates currently scheduled or anticipated; any revisions should be submitted as soon as practicable)

Director's Cut Start Date: \_\_\_\_\_ Director's Cut Finish Date: \_\_\_\_\_

Date for Special Photography & Processes (if any): \_\_\_\_\_ Date for Delivery of Answer Print: \_\_\_\_\_

Date of Theatrical Release: \_\_\_\_\_

Accepted and Agreed: \_\_\_\_\_ Signatory Co (print): \_\_\_\_\_

Employee: \_\_\_\_\_ By: \_\_\_\_\_

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



Writer's Deal Memo  
Production Services

PRODUCTION COMPANY \_\_\_\_\_ DATE \_\_\_\_\_  
ADDRESS \_\_\_\_\_ PHONE # \_\_\_\_\_  
\_\_\_\_\_ FAX # \_\_\_\_\_  
SHOW \_\_\_\_\_ PROD # \_\_\_\_\_  
EPISODE \_\_\_\_\_  
WRITER \_\_\_\_\_ PHONE # \_\_\_\_\_  
SOCIAL SECURITY \_\_\_\_\_ MESSAGES \_\_\_\_\_  
ADDRESS \_\_\_\_\_ FAX # \_\_\_\_\_  
\_\_\_\_\_

DATES OF EMPLOYMENT \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPENSATION \_\_\_\_\_  
\_\_\_\_\_

ADDITIONAL TERMS OF EMPLOYMENT \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BILLING \_\_\_\_\_  
\_\_\_\_\_

PAID ADVERTISING

WRITER'S AGENT \_\_\_\_\_ DIRECT # \_\_\_\_\_  
AGENCY \_\_\_\_\_ PHONE # \_\_\_\_\_  
ADDRESS \_\_\_\_\_ FAX # \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LOAN OUT

CORPORATION NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
TIN # \_\_\_\_\_

CONTRACT PREPARED BY \_\_\_\_\_  
DATE SENT OUT \_\_\_\_\_  
APPROVED BY \_\_\_\_\_  
TITLE \_\_\_\_\_  
SCREEN CREDIT \_\_\_\_\_



Writing Team  
Deal Memo  
Production Services

PRODUCTION COMPANY \_\_\_\_\_ DATE \_\_\_\_\_  
ADDRESS \_\_\_\_\_ PHONE # \_\_\_\_\_  
SHOW \_\_\_\_\_ FAX # \_\_\_\_\_  
EPISODE \_\_\_\_\_ PROD # \_\_\_\_\_  
WRITER \_\_\_\_\_ PHONE # \_\_\_\_\_  
SOCIAL SECURITY \_\_\_\_\_ MESSAGES \_\_\_\_\_  
ADDRESS \_\_\_\_\_ FAX # \_\_\_\_\_  
DATES OF EMPLOYMENT \_\_\_\_\_  
COMPENSATION \_\_\_\_\_  
ADDITIONAL TERMS OF EMPLOYMENT \_\_\_\_\_  
BILLING \_\_\_\_\_  
 PAID ADVERTISING  
WRITER'S AGENT \_\_\_\_\_  
AGENCY \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
 LOAN OUT  
CORPORATION NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TIN # \_\_\_\_\_  
CONTRACT PREPARED BY \_\_\_\_\_  
DATE SENT OUT \_\_\_\_\_  
APPROVED BY \_\_\_\_\_  
TITLE \_\_\_\_\_ DATE \_\_\_\_\_



Film/Tape Footage Release  
Production Services

Date \_\_\_\_\_

LICENSOR \_\_\_\_\_

LICENSEE \_\_\_\_\_

DESCRIPTION OF THE FOOTAGE \_\_\_\_\_

\_\_\_\_\_

PRODUCTION \_\_\_\_\_ (the "Picture")

LENGTH OF FOOTAGE \_\_\_\_\_

LICENSE FEE, if any \_\_\_\_\_

Licensor hereby grants to Licensee, Licensor's permission to edit and include all or portion of the above-mentioned Footage in the Picture as follows:

1. Licensor grants to Licensee a non-exclusive license to edit and incorporate the Footage in the Picture. Licensee may broadcast and otherwise exploit the Footage in the Picture, and in customary advertising and publicity thereof, throughout the world in perpetuity in any media now known or hereafter devised.
2. Licensee shall not make any reproductions whatsoever of or from the Footage except as described hereunder.
3. Licensee agrees to obtain, at Licensee's expense, all required consents of any person whose appearances are contained in the Footage pursuant to this agreement, and to make any payments to such persons, guilds or unions having jurisdiction thereof and music publishers, when necessary. Licensor agrees to supply the identity of such persons, if known.
4. Licensor represents and warrants that (1) Licensor has the right and power to grant the rights herein granted, and (2) neither Licensee's use of the Footage pursuant to this license nor anything contained therein infringes upon the rights of any third parties.
5. Licensor and Licensee each agree to indemnify and hold the other harmless from and against any and all claims, losses liabilities, damages and expenses, including reasonable attorneys' fees, which may result from any breach of their respective representations and warranties hereunder.
6. As between Licensor and Licensee, the Picture shall be Licensee's sole and exclusive property. Licensee shall not be obligated to use the Footage or the rights herein granted or to produce or broadcast the Picture.
7. Licensor acknowledges that, under the Federal Communications Act, it is a Federal offense to give or agree to give anything of value to promote any product, service or venture in the Picture, and Licensor warrants and represents that Licensor has not and will not do so.

Film/Tape Footage Release Page 2

8. This agreement constitutes the entire understanding between the parties, supersedes any prior understanding relating thereto and shall not be modified except by a writing signed by the parties. This agreement shall be irrevocable and shall be binding upon and inure to the benefit of Licensor's and Licensee's respective successors, assigns and licensees.

Kindly sign below to indicate our acceptance of the foregoing.

Licenser:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

( ) -  
\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Soc. Sec. or TIN No:

CONFIRMED

By: \_\_\_\_\_



Product Placement Release  
Production Services

Film \_\_\_\_\_  
Production Company \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

Ladies and Gentlemen:

The undersigned ("Company") agrees to provide the following product(s) and/or service(s) to \_\_\_\_\_  
for use in the \_\_\_\_\_ tentatively entitled (the "Picture"): \_\_\_\_\_  
(the "Picture"):

The Company grants to you, your successors, licensees and assigns, the non-exclusive right, but not the obligation to use and include all or part of the trademark(s), logo(s) and/or identifiable characters (the "Mark(s)") associated with the above listed product(s) and/or service(s) in the Picture, without limitation as to time or number of runs, for reproduction, exhibition and exploitation, throughout the world, in any and all manner, methods and media, whether now known or hereafter known or devised, and in the advertising, publicizing, promotion, trailers and exploitation thereof.

The Company warrants and represents that it is the owner of the product(s) or direct provider of the service(s) as listed above or a representative of such and has the right to enter this agreement and grant the rights granted to \_\_\_\_\_ hereunder.

In full consideration of the Company providing the product(s) and/or service(s) to \_\_\_\_\_  
\_\_\_\_\_ agrees to accord the Company screen credit in the end titles of the positive prints of the Picture in the following form:

The Company understands that any broadcast identification of its products, trademarks, trade names or the like which may furnish, shall in no event, be beyond that which is reasonably related to the program content.

As it applies to any and all television broadcasts of the Picture, the Company is aware that it is a Federal offense to give or agree to give anything of value to promote any product, service or venture on the air. The Company affirms that it did not give or agree to give anything of value, except for the product(s) and/or service(s) to any member of the production staff, anyone associated in any manner with the Picture or any representative of \_\_\_\_\_ for mentioning or displaying the name of the Company or any of its products, trademarks, trade names, or the like.

I represent that I am an officer of the Company and am empowered to execute this form on behalf of the Company.

Product Placement Release

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I further represent that neither I nor the Company which I represent will directly or indirectly publicize or otherwise exploit the use, exhibition or demonstration of the above product(s) and/or service(s) in the Picture for advertising, merchandising or promotional purposes without the express written consent of \_\_\_\_\_



Sincerely yours,

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

( ) -  
\_\_\_\_\_  
Phone Number

AGREED AND ACCEPTED TO

By \_\_\_\_\_



Use of Artwork  
Production Services  
(RELEASE FROM COPYRIGHTED OWNER)

Film \_\_\_\_\_  
Production Company \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Ladies and Gentlemen:

For good and valuable consideration, receipt of which is hereby acknowledged, I, the undersigned, grant to you, your agents, successors, licensees and assigns, the non-exclusive right but not the obligation to use my artwork (as described below) in the \_\_\_\_\_ tentatively entitled \_\_\_\_\_ (the "Picture"), and to utilize and reproduce the artwork in connection with the Picture, without limitation as to time or number of runs, for reproduction, exhibition and exploitation, throughout the world, in any and all manner, methods and media, whether now known or hereafter known or devised, and in the advertising, publicizing, promotion, and exploitation thereof.

I hereby release you, your agents, successors, licensees and assigns from any claim of any kind or nature whatsoever arising from the use of such artwork, including, but not limited to, those based upon defamation (including libel and slander), invasion of privacy, right of publicity, copyright, or any other personal and/or property rights and agree that I will not now or in the future assert or maintain any claims against you, your agents, successors, licensees and assigns.

I represent that I am the owner and/or authorized representative of the artwork, and that I have the authority to grant you the permission and rights herein granted, and that no one else's permission is required with respect to the rights herein granted.

In granting of the foregoing rights and licenses, I acknowledge that I have not been induced to do so by any representative or assurance by you or on your behalf relative to the manner in which any of the rights or licenses granted hereunder may be exercised; and I agree that you are under no obligation to exercise any of the rights or licenses granted hereunder.

Title of Artwork: " \_\_\_\_\_ "

Very truly yours,

\_\_\_\_\_

Signature of Owner and/or Authorized Agent

Please Print Name

\_\_\_\_\_

Title/Company

AGREED AND ACCEPTED TO

By \_\_\_\_\_

Address

( )

- Phone Number



Use of Literary Material  
Production Services

Film \_\_\_\_\_

Production Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Ladies and Gentlemen:

I am informed that you are producing a \_\_\_\_\_ tentatively entitled \_\_\_\_\_ (the "Picture"), and that you have requested that I grant you the right to use the title and/or portions of the following literary material owned and published by the undersigned for inclusion in the Picture:

For good and valuable consideration, receipt of which is hereby acknowledged, I, the undersigned, do hereby confirm the consent hereby given you with respect to your use of the above title and/or literary material (the "Materials") in connection with the Picture, and I do hereby grant to you, your agents, successors, licensees and assigns, the perpetual right to use the Materials in connection with the Picture. I agree that you may record the Materials on film, tape or otherwise and use the Materials and recordings in and in connection with the exhibition, advertising, promotion, exploitation, and any other use of the Picture as you may desire.

I represent that the consent of no other person or entity is required to enable you to use the Materials, and that such use will not violate or infringe upon the rights of any third parties. I hereby release you, your agents, successors, licensees and assigns from and against any and all claims, liabilities, demands, actions, causes of action, costs and expenses, whatsoever, at law or in equity, known or unknown, arising out of your use of the Materials as provided herein in connection with the Picture.

In granting of the foregoing rights and licenses, I acknowledge that I have not been induced to do so by any representative or assurance by you or on your behalf relative to the manner in which any of the rights or licenses granted hereunder may be exercised; and I agree that you are under no obligation to exercise any of the rights or licenses granted hereunder.

Very truly yours,

\_\_\_\_\_

Signature

\_\_\_\_\_

Please Print Name

AGREED AND ACCEPTED TO

\_\_\_\_\_

\_\_\_\_\_

Address

By \_\_\_\_\_

( ) - \_\_\_\_\_

Phone Number



Use of Name  
Production Services

Film \_\_\_\_\_  
Production Company \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

Ladies and Gentlemen:

For good and valuable consideration, receipt of which is hereby acknowledged, I grant permission to \_\_\_\_\_ ("Producer") and its successors, assigns, distributees and licensees forever, throughout the universe, the sole, exclusive and unconditional right and license to use, simulate and portray my name to such extent and in such manner as you in your sole discretion may elect, in or in connection with your \_\_\_\_\_ tentatively entitled \_\_\_\_\_

(the "Picture") including reissues, remakes of and sequels to any such production, prepared by you or any successor to your interest therein, together with the right to publish synopses thereof, and to advertise, exploit, present, release, distribute, exhibit and/or otherwise utilize said productions and publications throughout the world.

I hereby release Producer, its successors, assigns, distributees and licensees from any and all claims and demands arising out of or in connection with such use including, without limitation, any and all claims for invasion of privacy, infringement of your right of publicity, defamation (including libel and slander) and any other personal and/or property rights.

In granting of the foregoing rights and licenses, I acknowledge that I have not been induced so to do by any representative or assurance by you or on your behalf relative to the manner in which any of the rights or licenses granted hereunder may be exercised; and I agree that you are under no obligation to exercise any of the rights or licenses granted hereunder.

Sincerely yours,

Dated \_\_\_\_\_ Signature \_\_\_\_\_  
Please Print Name \_\_\_\_\_

AGREED AND ACCEPTED TO \_\_\_\_\_  
Address \_\_\_\_\_  
By \_\_\_\_\_ ( ) - \_\_\_\_\_  
Phone Number \_\_\_\_\_



Use of Still Photograph(s)  
Production Services

(RELEASE USE OF STILL PHOTOGRAPH(S))  
(RELEASE FROM COPYRIGHTED OWNER)

Film \_\_\_\_\_  
Prod. Co. \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Ladies and Gentlemen:

For good and valuable consideration, receipt of which is hereby acknowledged, I, the undersigned, grant to you, your agents, successors, licensees and assigns, the non-exclusive right but not the obligation to use and include the still photograph(s) (the "Still(s)") as described below, in the \_\_\_\_\_ the "Picture"), and to utilize and reproduce the Still(s) in connection with the Picture, without limitation as to ~~time or number of runs~~, for reproduction, exhibition and exploitation, throughout the world, in any and all manner, methods and media, whether now known or hereafter known or devised, and in the advertising, publicizing, promotion, and exploitation thereof.

I hereby release you, your agents, successors, licensees and assigns from any claims of any kind or nature whatsoever arising from the use of the Still(s), including, but not limited to, those based upon defamation, invasion of privacy, right of publicity, copyright, or any other personal and/or property rights and agree that I will not now or in the future assert or maintain any claims against you, your agents, successors, licensees and assigns.

I represent that I am the owner and/or authorized representative of the poster, and that I have the authority to grant you the permission and rights herein granted, and that no one else's permission is required with respect to the rights herein granted.

In granting of the foregoing rights and licenses, I acknowledge that I have not been induced to do so by any representative or assurance by you or on your behalf relative to the manner in which any of the rights or licenses granted hereunder may be exercised; and I agree that you are under no obligation to exercise any of the rights or licenses granted hereunder.

Description of the Still(s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Very truly yours,

\_\_\_\_\_  
\_\_\_\_\_

Please Print Name

\_\_\_\_\_  
Title/Company

AGREED AND ACCEPTED TO

\_\_\_\_\_  
\_\_\_\_\_

Address

By \_\_\_\_\_

( ) - \_\_\_\_\_

Phone Number



Use of Trademark or Logo  
Production Services

Film \_\_\_\_\_  
Production Company \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Ladies and Gentlemen:

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby grants to you, your agents, successors, licensees and assigns, the non-exclusive right, but not the obligation to photograph, record, reproduce or otherwise use all or part of our trademark(s), logo(s), and/or animated or identifiable characters (the "Mark(s)") listed below in the tentatively entitled \_\_\_\_\_ (the "Picture"), and to utilize and reproduce the Mark(s) in connection with the Picture, without limitation as to time or number of runs, for reproduction, exhibition and exploitation, throughout the world, in any and all manner, methods and media, whether now known or hereafter devised, and in the advertising, publicizing, promotion, trailers and exploitation thereof.

The undersigned represents that the consent of no other person or entity is required to enable you to use the Mark(s) and that such use will not violate or infringe upon the rights of any third parties. I hereby release to you and your agents, successors, licensees and assigns, from any claim of any kind or nature whatsoever arising from the use of the Mark(s).

In granting of the foregoing rights and licenses, I acknowledge that I have not been induced to do so by any representative or assurance by you or on your behalf relative to the manner in which any of the rights or licenses granted hereunder may be exercised; and I agree that you are under no obligation to exercise any of the rights or licenses granted hereunder.

Mark(s): \_\_\_\_\_

Very Truly yours,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Please print name

AGREED AND ACCEPTED TO  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

By \_\_\_\_\_

( ) -  
\_\_\_\_\_  
Phone Number



Request for VideoCassette  
Production Services

Date \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear \_\_\_\_\_:

You accept delivery of the \_\_\_\_\_ ("Recording") of \_\_\_\_\_  
(the "Picture"), and in connection of our delivery of it, agree as follows:

1. You warrant, represent and agree that the Recording shall be used solely for your private, personal library purpose or for screenings in connection with an in-house demo reel; and the Recording will never be publicly exhibited in any manner or medium whatsoever. You will not charge or authorize the charge of a fee for exhibiting the Recording. You will not duplicate or permit the duplication of the Recording. You will retain possession of the Recording at all times.
2. All other rights in and to the Picture, under copyright or otherwise, including but not limited to title to, are retained by \_\_\_\_\_
3. The permission which we have granted to you for the use of the Recording itself will be non-assignable and non-transferrable
4. You agree to indemnify us against and hold us harmless from claims, liabilities and actions arising out of your breach of this agreement.
5. You agree to reimburse us for the cost of making the Recording available to you.

This will become a contract between you and us upon your acceptance of delivery of the Recording.

Sincerely yours,

Signature

\_\_\_\_\_  
Please Print Name

AGREED AND ACCEPTED TO

\_\_\_\_\_  
Address

By \_\_\_\_\_

( ) - \_\_\_\_\_

Phone Number