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THE COMPLETE FILM PRODUCTION HANDBOOK

Fourth Edition

Eve Light Honthaner

The Complete Film Production Handbook

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Eve Light Honthaner



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This book is for my mom



It's also lovingly dedicated to the memory of Peter - my smart, gentle, compassionate, story-telling, bowtie-wearing, Cubs-loving, big-hearted brother

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Introduction

significantly more

Welcome to the fourth edition of what's now *The Complete Film Production Handbook*. I know it's been a long time coming, but it hasn't been for lack of trying. This latest incarnation has taken three years to complete and the process has been full of starts and stops as work and other aspects of my life have consumed big chunks of time. It's also become a much more daunting task to revise this book than it ever has been before. What innocuously started as a production manual I created for a company I had been working for and kept expanding as the scope of my experience grew, has definitely taken on a life of its own. And the book that was first published in 1993 is no longer (in any way, shape or form) based on the scope of my experience alone. The industry has changed in countless ways during the past several years, and aspects of production and producing have become so much more complex and specialized than ever before. And although I've always had help from friends and colleagues with the expertise in areas I only had working knowledge of, this edition has literally taken an entire village of friends, colleagues and friends of friends and colleagues to help educate me and fill in the huge gaps where my sphere of experience and knowledge falls short. I couldn't have done it without their assistance, expertise, stories, patience and generosity; so I owe all who have helped me with his book a huge debt of gratitude. And in recognition of their contributions, you'll see their names noted not only at the end of my introduction, but also throughout the book.

Before I seriously started working on this latest edition, Focal Press, as is their practice, sent out the third edition to a select group of both industry professionals and educators for review. These individuals were asked what they thought should be added and/or revised in the fourth edition. And while I've tried to cover as many of their suggestions as possible, I've come to the conclusion that as uniquely complete as this book is, it can never be all things to all people. What is important, however, is that it cover the basics of feature film production and maintain its wide appeal to working professionals, new filmmakers *and* students alike – without being geared too much toward any one of those markets. The fact that it's used by both professionals and students is an aspect of the book I'm most proud of.

What's changed since the third edition? Well, to start with, 24 chapters have been expanded to 32. There are some new forms, but fewer of them overall, as most union and guild forms are now accessible online. And gone are the blank forms and the (forms on the) CD at the back of the book, as they're now also available online.

Several chapters have been updated and expanded, and topics such as Travel and Housing and Shipping, which had previously been included as parts of other chapters, have now become chapters in their own right. You'll find other new chapters covering television production, new media, independent and low budget filmmaking, the proliferation of incentive programs throughout the U.S. and environmentally-responsible production practices. There's another chapter on working with animals and a new glossary of terms at the back of the book. I've also added a new feature called *Tales From The Trenches*, which highlights relevant experiences my friends and I have had that will hopefully make this material more real, relevant and interesting.

Because this book isn't revised every year or two, there are a number of areas where I don't get too specific – especially when it comes to rates and regulations – technology, too. Take incentive programs for example. It's become a huge part of our industry, but the U.S. states and the various countries offering incentives as well as the incentive programs themselves change constantly. So I've provided you with as much basic information on the different types of incentives as possible, what you need to consider before choosing a location because of its incentive program and where you can go to get the most updated information on who's offering what and where. The same can be said for post production, which for years and years and years, was a lot less complicated. But now with the profusion of new digital cameras and technologies, the workflow following any picture through post can vary in a multitude of ways – and it keeps advancing. So without getting too explicit, the chapter is presented as a basic overview and directs you to areas you need to learn more about as the technology continues to evolve.

It's been pointed out, and I have to agree that there are a few sections in the book that make for pretty dry reading, and I apologize. But these segments provide material you'll be glad you have when you need it, and it won't matter that it hasn't been written in a more conversational tone.

It's been nine years since the last edition of this book came out. Since then, I've worked on some more films (ranging from about $20 to $100 million); I line produced a reality show pilot (my one and only); my second book, *Hollywood Drive*, was published in 2005; I've consulted

on a few projects; I got to work at my favorite company, DreamWorks (for a year); and I have started making headway into above-the-line territory. My teaching has expanded from the USC summer course I started ten years ago to doing workshops and lecturing all over the country. I enjoy teaching more than ever and have been truly bowled-over by the passion, perseverance and talent of several of my incredible students. It's been a thrill to be able to share in the excitement of their successes and to become friends with many of them. I've been fortunate enough to be able to travel a bit for work, and that's included a five-month location on the lovely island of Kaua'i; a fabulous filmmaker's tour of Toronto and all it has to offer, compliments of the Ontario Film Commission; and a week-long dream trip to England sponsored by the UK Film Council. Most importantly – I've continued to make new friends and to learn – which is, without a doubt, the best aspects of being in this business.

In the same length of time, changes in the industry have been staggering as technology has altered the entire landscape and continues to advance at breakneck speeds. This may be old news by tomorrow, but as I write this, recent headlines have revealed that the sales record (for *any* media platform) has been broken by Activision's *Call of Duty: Modern Warfare 2*, a video game that's estimated to have made $550 million in its first five days. And while the buzz and excitement is currently raging for James Cameron's remarkable blockbuster film *Avatar*, it was just announced that 3-D televisions will be hitting the market later this year. Who would have believed? When the last edition of this book came out, who could have conceived of the multitude of tax incentive programs now being offered throughout the U.S. that have changed the meaning of *runaway production*, created a buyers' market and made us wonder if Los Angeles really is still the film capital of the world. High-profile corporate scandals have effected the way we do business; *Webisode* and *mobisode* have become common terms; digital cinematography has become mainstream; the affordability of equipment has made it possible for more people to shoot and edit their own films and many independent filmmakers are marketing, selling and distributing their own projects on the Internet. Since 9/11 and the advent of the Department of Homeland Security, travel and shipping regulations have become more complicated and there's more reason to be vigilant about confidentiality.

When it comes to unions and guilds, there's a larger variety of low-budget and new media agreements, but basic union rates go up with each contract year. And as unions and guilds continue to fight for improved benefits for their members (especially in the area of new media), labor unrest gives rise to the unsettling possibility of further devastating labor strikes.

I've asked several friends and colleagues how they've experienced the most recent changes to our industry, and the following reflects a consensus of views – the signs of our times, which are that…

The major studios are now part of larger conglomerates, and it's clear that the corporate attitude toward costs and risk has taken a big bite out of creativity. As the majors stick to the type of films they know they have the audience for, the variety of product grows narrower.

The scandal and collapse of Enron in 2001 and the resulting changes in accounting practices has fundamentally altered the way we do business. There's more oversight, red tape, paperwork, auditing, legal involvement, tax regulations and micro-managing than ever before. Furthermore, the downturn in our economy has seen studios streamline their work force, reduce or freeze salaries (above and below the line), eliminate many of their independent film arms and do away with several on-lot amenity/support departments.

When it comes to feature releases, there are a lot of small independent films coming out, and similarly on the other end of the spectrum – gigantic blockbusters, but there aren't nearly as many mid-budget adult dramas being produced as there once was. There are more teen-oriented franchise films being made where action and gross-out rules, as well as over-the-top, raunchy (toilet) humor. There's a growing importance of opening weekend on total box office; and film festivals such as Sundance and Toronto have become lead-ins to the Oscars. Big-name talent is no longer as necessary to open a movie, while bigger, better and more spectacular visual effects are becoming more crucial. There's more niche marketing of films on the Internet, and the summer movie season now starts on May 1st instead of in June.

On the TV-front, television seasons have gone from 36 episodes to 22 and down to 13 and six in some instances. Shows are being shot in HD, and there's a new person on the crew called a DIT. Reality continues to be popular, plentiful and cheaper to produce, and the interactivity between TV shows and viewers has hit new heights. Drama series are getting better (*Mad Men* and *The Good Wife* both prime examples); sitcoms aren't as plentiful; and we can watch shows we've missed or continuations of our favorite episodic storylines on the Web.

The digital revolution has created an explosion of formats, systems and software; distribution and exhibition outlets; paperless, filmless, tapeless workflow; virtual production and casting offices as well as screening rooms; independent films that are being made at home and for relatively little money; instant, wireless communication; less-expensive high-end equipment; remote collaboration technology; digital cinema; more piracy; and the progressively more outrageous use of computer-generated effects in both features and television.

While DVD sales are down, movies-on-demand are more available and consumers are frequenting multi-platform medias and social networking sites. A treasure trove of films, television shows, games and original online and mobile content is abundantly accessible on and downloadable from sites such as YouTube, Hulu, Crackle, Jaman, Joost and Vudu. When you add in the interactivity of thousands of websites, games and virtual worlds – it's a wonder that some people ever make it out of their homes each day and actually step into the real world.

It's a lot to take in, and I hope I can keep up with it all. If not, I'm going to need even more help when it comes time to start the fifth edition.

Speaking of help, this seems to be a good place to start my list of acknowledgments by recognizing the loyal readers and users of this book, all of you who have recommended it to others and the educators who make it required reading in your classes. Without you there would be no subsequent editions.

I would also like to acknowledge my incredibly loving and supportive husband Ron, who totally gets how challenging it is to have a life, to work and to write a book all at the same time and does everything he possibly can to help me. Whether it's taking on my chores, supplying a back massage or just bringing me a cup of tea – he's always there cheering me on, keeping me grounded and reminding me that I'm loved. How lucky am I?

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One last note – and that's the announcement that with the help of some friends, I'm *finally* entering the 21st century. By the time this book comes out, my new website should be up. Check it out at: *www.EveHonthaner.com.*

Best of luck with all your new projects... may they be filled with challenges you can conquer, experiences you can learn from and savor, new friends and some time to have some fun! Eve

The Forms in the Book

Those of you who have used previous editions will note that the forms are a bit different this time. Instead of the blank forms at the back of the book, they're now all downloadable online. Some of the forms will be the same as those that were on the CD, where you'll see the gray fields to fill-in-the-blanks. You'll find that other forms/releases/contracts will be original Word and Excel files that can be altered. Being able to personalize some of these documents to make them more specific to your particular show is going to make a big difference.

The forms you'll find throughout the book as examples are a mixed bag. Some are the same as those used in previous editions (why fix the ones that still work?). To illustrate how to fill them out, they're filled out by hand with an assortment of fictitious names and situations. The fictitious name of our production company is XYZ Productions, and the name of the show is *Herby's Summer Vacation*. Note, however, that from one situation to another, *Herby's Summer Vacation* is either a feature film, a cable movie, a movie for television or a television series, with the current episode being *Boys Night Out*.

Some of the sample forms are pretty easy to understand as they are and have been left blank. Others (mostly the releases and agreements) contain prompts throughout the document, such as [NAME OF PRODUCTION ENTITY], [TITLE OF PICTURE], etc., that indicate what information is required where.

In the previous edition, all of the union and guild contracts and report forms were found in the chapter on unions and guilds. But as most are now available on their respective websites, and all that remain are the SAG forms, they've been moved to Chapter 12 (Principal Talent).

Some of the new documents include a Competitive Bid Form, a Loss & Damage Report Form, a Confidentiality Agreement, a Deferral Agreement, a five-page generic insurance application, a Parental Consent Form and a Nudity Release. Several of the forms have been updated, including the Call Sheet and Production Report.

As with all previous editions, you'll find a lot of standard forms and a few that I created (like the Cast Information Sheet) just to make my (and your) job(s) a little easier. Use them as they are or as templates to create your own. The thing about forms that most people don't get is that if you'll take the time to fill out the ones you don't have to, it'll save you time in the long run in terms of keeping more organized and being able to better manage the voluminous amount of details associated with each production.

I hope you find them helpful!

Chapter 1

The Production Team and Who Does What

INTRODUCTION

"Who does what?" is one of the most-often-asked questions I get from students, interns and production assistants. Even people who have been in the business for a while are sometimes unclear as to exactly who performs which functions on any given project — especially when it comes to producers. Although some duties can only be performed by individuals who occupy certain positions, and others can be accomplished by a number of different people, depending on the parameters of the project — there's no doubt that production requires a team effort.

From where I sit, there's a core group that constitutes the production team, and they are the:

Producers
Director
Unit Production Manager
First Assistant Director
Production Accountant
Production Supervisor
Production Coordinator
Second Assistant Director

Think of casting directors, location managers, travel coordinators, post production coordinators and the studio and network executives assigned to your show as auxiliary team members.

Unfortunately, it doesn't always happen this way, but the ideal is a team that works well together and where members understand and support each other's boundaries and goals. In other words, should you find yourself with a producer and director (or any other members of the team) who don't see eye-to-eye and can't find enough common ground to get along — you're cooked! An adversarial relationship within this group becomes a problem for everyone. On the other hand, efforts made to collaborate on shared common objectives, enhanced by a mutual respect for one another, will inspire the cooperation and loyalty of the cast and crew, will be helpful in promoting a pleasant working environment and will favorably influence your schedule and budget. Once you have a viable script and either a studio deal or outside financing in place, this is the group of people who will take these elements and make them into a movie. The mood and temperament of the production team is going to permeate the entire project and affect everything and everyone involved. It therefore behooves you to put together the very best team you can.

There are six phases to any film. From conception through projected finished product, they are: *development*, *pre-production*, *production*, *post production*, *distribution and exhibition*. Although some members of the production team are involved in more than two phases, everyone on the team is involved in both pre-production and production. These phases represent the putting together and coming together of all elements necessary to shoot a film.

The job responsibilities attributed to members of the production team will vary depending on how the film is being released and on the project's budget, schedule, union status and location. The chart at the end of the chapter illustrates job functions (ranging from acquiring the rights to a project through the submission of delivery elements) and indicates which position or positions generally fulfill those responsibilities. And though I can't create a chart big enough to include every step taken to prep, make and wrap a film, this one covers key operations routinely performed on most shows.

And the following sections will explain some of these pivotal positions in more detail.

PRODUCERS

On a feature film, there will customarily be at least one executive producer, a producer, possibly a co-producer and/or a line producer and possibly an associate producer. On a one-hour episodic television show, you might see as many as a dozen producers listed in the credits. And when it comes to Reality — they have their own producer categories (which you'll find listed in Chapter 24).

Years ago, everyone understood what a producer did, and there weren't so many of them. In recent years, however, producer credits are often confusing and nebulous — often handed out like candy at a kid's party. Producing credits of one kind or another have been afforded to key performers, the performer's manager or business partner, to financiers or the middlemen who bring financiers into a specific project. Producer duties often

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overlap, and the credit has at times been afforded to individuals who have never set foot on a movie set. If you happened to see the movie *Narc*, you might have noticed the multiple producers listed in the credits — nine executive producers, five co-executive producers, four producers, one line producer, two associate producers and one consulting producer — 22 in all. I can't imagine what all of them did, but it's unlikely that all 22 were instrumental in the day-to-day running of the production.

In response to this unacceptable and confusing trend, the Producers Guild of America (PGA) has actively lobbied to standardize producing credits and to limit them to the individuals who actually perform the duties of a producer. They've instituted a *Code of Credits*, which includes guidelines governing the arbitration of credit disputes. You can go to the PGA's website at www.producersguild.org to find out more about the Code of Credits and to access their producer definitions and job descriptions.

Executive Producer

A rudimentary definition of an executive producer is someone who supervises one or more producers in the performance of all of his/her/their producer functions on single or multiple productions. On theatrical features, the *executive producer* may be the person who raises the funding, provides the funding, owns the rights to the screenplay and/or puts the deal together. It could be one of the principal actors whose own production company packaged and sold the project or (as has been the trend of late) the line producer. It could also be an established producer who's lending his or her name (and prestige) to a project, so a lesser-established producer can get a film made — or an established producer supervising a production at the request of a studio.

On a television show, the executive producer (also referred to as the "EP") is often the "showrunner" — the David E. Kelleys and Dick Wolfs of the industry — primary providers of television content — the ones who create, develop, sell and produce a plethora of the shows found on the TV and cable networks. In television, an EP would be equivalent to the producer on a feature — the ultimate authority and liaison between the production and the network. It could also be a lead actor whose name and/or production entity got the project off the ground to begin with. A co-executive producer may very well be a lesser-established individual who brought his project to the showrunner/EP who in turn sold it to the network.

Producer

A producer is basically the one who initiates, coordinates, supervises and controls all creative, financial, technological and administrative aspects of a motion picture and/or television show throughout all phases from inception to completion. On a theatrical feature, the person with this title is also referred to as the *creative* producer, because he or she will be involved with all creative aspects of the project, and — in conjunction with the director and the studio and/or financiers — will have significant input on the script, cast and crew selections, production design, wardrobe, location selections, editing, musical score, marketing and so forth. This person will often be the one who acquires the rights to the story or screenplay and develops the material until it's ready to shop. He or she will most likely be the one who sells the project to a studio or possibly raises the necessary funding. He or she will establish the legal structure of the production entity, sign all union agreements and contracts, function as liaison between the production and the studio and be responsible for delivering the completed film. Working closely with the director, he or she walks a tightrope — striving to protect the intentions of the writer and the vision of the director while balancing the fiscal constraints of the production's schedule and budget. The feature producer is the ultimate *buck-stops-here* person — the one who must answer to everyone for everything, but. . . he or she is also the one who gets to collect the Oscar when the film wins an Academy Award. If you'd like to find out more about the job of a producer, pick up a copy of Buck Houghton's book, *What a Producer Does — The Art of Moviemaking* (Silman-James Press, 1992), and/or Myrl A. Schreibman's *The Indie Producer's Handbook — Creative Producing from A to Z* (Lone Eagle, 2001).

Television producers come in many varieties. A line producer is the individual responsible for making sure a show is completed on schedule and on budget and for overseeing all *physical* aspects of the production. Staff writers and story editors have for a while now been given producer credits as have (in many instances) post production supervisors, who at one time were given the title of associate producer.

Co-Producer

On a feature, the co-producer could be another title for the line producer (the definition of which is stated below). This credit could also denote a lesser-established producer who, the first or second time out, must take a reduced credit or share responsibilities with *the* producer. It could be the lead actor's business partner or manager who comes with the package or the person who sold the rights to the property to begin with — even though he or she may have never produced before.

Line Producer

A line producer is also referred to as the "nuts and bolts" guy or gal — the producer's right-hand person and the budgeting-scheduling expert who supervises all

administrative, financial and technical details of the production — a distinct challenge, no matter what the show's budget or genre. This individual is responsible for all the day-to-day matters that go into keeping the show running smoothly, while striving to make sure it remains on schedule and on budget. The line producer functions as liaison between the crew and the producer and is also answerable to the studio exec (or completion bond company rep) assigned to the show. He or she has to have keen people skills and negotiating skills and be proficient at putting the right team together, putting out fires, making decisions on a dime and walking a tightrope while balancing the director's vision, budgetary considerations, the studio's concerns, union and guild regulations, the cast and crew's needs, comfort and temperament, the weather, the right locations and innumerable other details. Whether it's changing and re-changing the schedule to accommodate an actor's other commitments, finding ways to keep a tired crew's morale up, figuring out how to fill a stadium full of people when you can't afford to pay for that many extras, knowing how to make one location look like several or attempting to reduce the budget so the picture can be shot locally instead of having to take it to another country, it's an extremely pivotal position. And although the duties of a line producer are rarely as ambiguous as are other producing categories, the exact screen credit a line producer receives can occasionally be confusing,especially with the recent trend of giving line producers executive producer credit.

At one time, there was no designation of line producer — only a production manager (or unit production manager or UPM) who performed most of the same functions. Today, a UPM can also be a line producer; although on many pictures, you'll find a line producer *and* a production manager with the production manager reporting to the line producer.

Post Production Producer

The title of Post Production Producer has been popping up on feature screen credits lately, but it's still a rare occurrence and is generally only given to those who make a significant contribution to a film. Previously, these individuals would have been given an Associate Producer or Post Production Supervisor screen credit.

Associate Producer

Associate producer is probably the most nebulous title of them all. It could denote someone who makes a significant contribution to the production effort, or it could be the producer's nephew. It could be the person who brought the producer and the financier together or a producer's assistant who's recently been promoted. At one time, an associate producer credit on a television show signified that that person supervised the post production, but that's not always the case any longer.

PRODUCTION MANAGEMENT

Production management is another term for physical production, and it not only encompasses the studio and production company execs who supervise the freelancers working on their shows, but also incorporates those who are "in the trenches" — the line producers, unit production managers, assistant directors, production supervisors, production coordinators (also referred to as production office coordinators or POCs) and assistant production coordinators (APOCs).

In a nutshell, the production department is a "service" department that handles the logistics for the entire company. It's the ever-so-important spoke of the wheel that enables everything else to keep turning and happening. It's exhaustingly hard work — fast-paced and challenging. And though not considered creative or glamorous by most, those of us who know differently understand that there's something pretty amazing about creative problem solving. And as in most other freelance positions, there's always something new to learn, new people to meet and work with and new locations to travel to. Production is the behind-the-scenes office responsible for dispersing all information, making sure everyone involved has what they need to do their job and ensuring that everyone and everything arrives to the set each day — on time and prepared. They're responsible for budgeting and scheduling, as well as for negotiating for and securing a crew, locations, equipment and all outside services. They generate and distribute scripts, script changes, schedules and a plethora of other essential paperwork (even though less and less of it is now being distributed in paper form). They make sure all contracts and releases are signed, and handle all manner of issues relating to insurance, unions and guilds, safety, product placement, aerial work, clearances and local, distant and foreign locations. Like a band of gypsies, they're used to setting up mobile and/or temporary, full-functioning units and offices almost anywhere and in no time — experts at transporting to and accommodating entire shooting companies on just about any location in the world.

Production also tends to the comfort and needs of its cast and arranges for all cast member perks — all those extra goodies listed in their contracts (some of which happen to be the size of small phone books) such as extra-wide "popout" trailers, cell phones, TV/DVD players, microwave ovens, specially prepared food, transportable gyms, personal trainers — and the list goes on.

Unit Production Manager

The line producer and the unit production manager have very similar responsibilities. Generally the one to prepare the first complete schedule and budget, the UPM must function as a troubleshooter and problem-solver, be able

to think on his or her feet, and have the ability to anticipate problems before they occur. UPMs need to be good negotiators and thoroughly understand the production process, because they're the ones who make the deals, hire the crew and approve all expenditures, time cards, call sheets and production reports. Good people skills are a tremendous asset to UPMs, as they must routinely interact with the entire cast and crew, a myriad of vendors, agents and managers, union reps, studio executives (or investors and bond company reps), film commissioners, etc. They're quickly blamed when something goes wrong, not always appreciated when things go well and are well known for having to say "no" more often than others care to hear it. Having to work closely with each department to stay on top of what and how everyone's doing and to make sure they all have what they need; they're also under constant pressure to control and/or cut costs. It's quite a balancing act, and one must be diplomatic, creative and adept at finding compromises to do it well. And although their capabilities must be multifaceted, the skill most valued by a studio or bond company is a UPM's ability to keep a show on (or under) budget.

First Assistant Director

First assistant directors are the director's right arm and the liaison between the director and the crew. They're the ones who, once all final determinations are made during pre-production, prepare and issue a final shooting schedule and a selection of breakdowns (schedules of extras, stunts, special equipment, picture vehicles, etc.). The 1st AD ("the First") is instrumental in setting the director's pre-production schedule, and in conjunction with the director and UPM, oversees the survey and selection of shooting locations. During principal photography, the First runs the set, is largely responsible for ensuring that each day's work is completed, directs background action, supervises crowd control and is the one who yells "Quiet on the set!" On episodic television, where the directors constantly change, the 1st AD has a great deal of input and more of an opportunity to shape the outcome of a show.

Second Assistant Director

During pre-production, the second assistant director works closely with Casting, Extra Casting and Locations; goes on tech scouts ("technical" scouts are when specific department heads are taken to selected location sites to ascertain requirements needed to prepare for shooting at that location); helps with breakdowns and clarifies all needs in as much detail as possible. He or she makes sure everything is ready, call times are issued and all paperwork is in order and packed for the set. During principal photography, they're responsible for the cast, stand-ins, background actors and photo doubles — making sure everyone is where they're needed, when they need to be there. They take care of all on-set paperwork, coordinate the schooling of minor cast members, work closely with Casting, liaison with the production office, issue work calls, check cast members in and out, order background actors and supervise the second second assistant director, PAs and interns working under their supervision. A second's rear rarely sees the top side of a chair. They're the first ones to report to set at the beginning of the day, the last to get lunch and the last to leave once wrap is called.

Second assistant directors usually move up to become first assistant directors, and some firsts are perfectly happy to retain that position throughout their entire careers, because when working on a fairly regular basis, the salary and benefits are terrific. For those who do move up, they tend to become UPM/line producers, producers, second-unit directors, directors and production executives. Working as an AD is a great way to learn while amassing an extensive network of contacts.

Production Supervisor

The production supervisor isn't a traditionally standard position, but one that's continually becoming more common. This person is a step higher on the food chain than a production coordinator but doesn't work as a UPM for various reasons. Either he or she isn't a member of the Directors Guild of America, or he or she is, and the show already has a UPM, or the show's budget won't accommodate another DGA salary. On some shows, the line producer and UPM are one and the same, and the supervisor helps to handle the production manager duties. Other shows are busy enough and spread out enough to utilize the talents of both a UPM and a supervisor.

Production Coordinator

The production coordinator sets up and runs the production office; hires and supervises the APOC and other office personnel; interfaces with each department head and assists them with all their needs; helps the UPM by checking availabilities and assembling the crew; obtains bids on equipment and services; places orders for film, equipment and special services; handles all distant and foreign location travel (if there isn't a travel coordinator on the show), accommodations, shipping, customs and immigration matters; makes sure all paperwork and information is generated and disseminated in a timely manner; communicates with the set, the studio, the vendors, film commissions, agents, casting, etc.; handles all production-related insurance matters; oversees the "taking care of" the cast, making sure their perks are arranged for and ready on time; coordinates the screening of dailies and prepares

Screen Actors Guild (SAG) contracts for day players, stunt players and anyone else whose contract is not generated by the project attorney or casting office. The coordinator definitely has to be someone who enjoys multitasking, is super organized, detail-oriented, patient, diplomatic, can anticipate the next step and be prepared, is good at problem solving and has the ability to pack up one's life and office on a moment's notice and move to the next location. It's a tough and often thankless job, but it can also be rewarding.

For a more in-depth interpretation as to how a production team functions, primarily from the perspective of the production manager and first assistant director, I recommend a book entitled *The Film Director's Team* by Alain Silver and Elizabeth Ward (Silman-James Press, 1992).

PRODUCTION TEAM JOB RESPONSIBILITIES

Note: The position of PRODUCER represents a combination of producing positions. Other positions are also combined as their duties overlap and vary from show to show.	STUDIO	PRODUCER (S)	DIRECTOR	CASTING DIRECTOR	LINE PRODUCER/ PRODUCTION MANAGER	PRODUCTION SUPERVISOR/ COORDINATOR	1ST ASST. DIRECTOR	2ND ASST. DIRECTOR	PRODUCTION ACCOUNTANT	LOCATION MANAGER	POST PROD. COORDINATOR
Acquire rights to story/script	X	X									
Select & hire writer/have script written	X	X									
Select & hire the Director	X	X									
Select & hire the Line Producer/UPM	X	X									
Prepare preliminary budget & schedule	X	X			X						
“Pitch” the story & sell the script		X									
Make the studio deal and/or arrange financing & distribution		X									
Open bank account(s)									X		
Signatory to bank account(s)	X	X			X				X		
Arrange for completion bond and union/guild bonds as necessary		X			X						
Arrange for the legal structure of the production entity	X	X									
Prepare a more realistic board, schedule & budget					X						
Prepare a cash flow chart									X		
Sign all union agreements and contracts		X									
Select & hire a production designer	X	X	X								
Submit script to research company		X			X	X					
Secure all necessary clearances & releases		X			X	X					
Secure insurance coverage	X				X						
Set-up vendor accounts						X			X		
Approve invoices, check requests, purchase orders & time cards					X						
Hire a visual effects supervisor and select a VFX house & hold an initial VFX meeting	X	X			X						
Get bids on equipment					X	X					
Check crew availabilities					X	X					

	STUDIO	PRODUCER (S)	DIRECTOR	CASTING DIRECTOR	LINE PRODUCER/ PRODUCTION MANAGER	PRODUCTION SUPERVISOR/ COORDINATOR	1ST ASST. DIRECTOR	2ND ASST. DIRECTOR	PRODUCTION ACCOUNTANT	LOCATION MANAGER	POST PROD. COORDINATOR
Request specific crew members	X	X	X		X						
Select 1st Asst. Director & Script Supervisor			X								
Negotiate key department head deals (for Production Designer, Cinematographer, Editor, Costume Designer)	X	X									
Negotiate crew deals					X						
Prepare crew deal memos					X	X					
Issue memo re: accounting procedures to department heads									X		
Investigate potential product placement deals		X			X						
Liaison with unions & guilds		X			X	X					
Apply for permit to employ minors (if applicable)				X	X	X					
Issue pre-production schedule					X	X	X				
Cast film	X	X	X	X							
Prepare cast deal memos				X							
Station 12 cast members				X		X					
Select locations	X	X	X		X					X	
Secure locations					X					X	
Arrange for film permits, location parking & neighborhood approvals (if necessary)										X	
Work with the production designer to establish the look of the film	X	X	X								
Approve wardrobe, sets & special props		X	X								
Make sure necessary script re-writes are made in a timely manner		X									
Set-up & run the production office						X					
Hire assistant production coordinator & production assistants						X					
Prepare & submit Taft/Hartley reports				X		X					
Sign-off on a final budget	X	X	X		X				X		

	STUDIO	PRODUCER (S)	DIRECTOR	CASTING DIRECTOR	LINE PRODUCER/ PRODUCTION MANAGER	PRODUCTION SUPERVISOR/ COORDINATOR	1ST ASST. DIRECTOR	2ND ASST. DIRECTOR	PRODUCTION ACCOUNTANT	LOCATION MANAGER	POST PROD. COORDINATOR
Create final board & schedule					X		X				
Create one-liner & day-out-of-days							X				
Negotiate equipment deals					X						
Order film & equipment					X	X					
Create & distribute crew list, cast list, contact list, etc.						X					
Issue purchase orders						X			X		
Handle time cards & payroll									X		
Line-up special requirements such as animals, blue/green screens, backdrops, mock-ups, miniatures, etc.					X	X		X			
Prepare a breakdown of extras, stunts, vehicles, effects & multi-camera days							X	X			
Disseminate scripts & all essential paperwork & information						X		X			
Work with film commissions & local authorities		X			X	X					
Arrange for location travel & hotel accommodations					X	X					
Handle shipping & customs (when necessary)						X					
Prepare welcome packages						X					
Arrange for cast physicals & performers' special needs						X		X			
Procure cast head shots for stunt & photo doubles						X		X			
Inform Wardrobe of cast info. (including sizes)						X					
Officiate at production meetings					X		X				
Arrange rehearsals & still photo sessions		X				X	X	X			
Orchestrate & attend table reading(s)	X	X	X	X			X				
Set-up editing rooms											X
Line-up lab, sound house & dubbing facilities					X						X
Submit copies of production reports to SAG on a weekly basis						X					

	STUDIO	PRODUCER (S)	DIRECTOR	CASTING DIRECTOR	LINE PRODUCER/ PRODUCTION MANAGER	PRODUCTION SUPERVISOR/ COORDINATOR	1ST ASST. DIRECTOR	2ND ASST. DIRECTOR	PRODUCTION ACCOUNTANT	LOCATION MANAGER	POST PROD. COORDINATOR
Set-up accounts for sound transfers, video transfers, etc.									X		X
Issue certificates of insurance						X					
Complete & submit Workers Compensation claim forms						X					
Oversee day-to-day production	X	X			X	X	X				
Responsible for keeping the production running smoothly		X			X						
Enforce safety guidelines & hold safety meetings					X		X				
Constantly monitor budget & schedule	X	X			X				X		
Continually balance the artistic integrity of the film while maintaining the budget & schedule		X			X						
Liaison between the crew & the director							X				
Liaison between the UPM & the director							X				
Assist the director w/production details, coordinate & supervise cast & crew activities and facilitate an organized flow of activity on the set							X				
Issue work calls				X				X			
Prepare maps to location(s)										X	
Order stand-ins & extras								X			
Prepare call sheets & production reports								X			
Sign-off on call sheets & production reports					X		X				
Coordinate the delivery of film to the lab & the screening of dailies						X					X
Handle insurance claims					X	X			X		
Strategize/take meetings regarding publicity	X	X	X								
Prepare & issue weekly cost reports									X		
Meet to analyze cost reports before they're submitted to the studio or bond company		X			X				X		
Check and/or distribute weather reports						X		X			
Call for "QUIET ON THE SET!"							X				

	STUDIO	PRODUCER (S)	DIRECTOR	CASTING DIRECTOR	LINE PRODUCER/ PRODUCTION MANAGER	PRODUCTION SUPERVISOR/ COORDINATOR	1ST ASST. DIRECTOR	2ND ASST. DIRECTOR	PRODUCTION ACCOUNTANT	LOCATION MANAGER	POST PROD. COORDINATOR
Prepare daily schedules for talent & determine cast & crew calls							X				
Make sure minor cast members secure necessary work permits						X		X			
Secure extra releases & SAG contracts signed on the set								X			
Set-up on-site school room & procure teachers and baby nurses (when necessary)						X		X			
Secure police & fire officers, security & emergency medical vehicles (when necessary)					X			X		X	
Direct background action & supervise crowd control							X	X			
Liaison with actors on the set							X	X			
Liaison between the production office & the set								X			
Distribute walkie-talkies on the set								X			
Liaison with the caterer						X		X			
Distribute paperwork sent in from the set each night						X					
Supervise daily wrap								X			
Supervise the work of DGA trainees & set production assistants								X			
Supervise wrap at the end of principal photography	X				X	X		X			
Contact vendors to make sure all rentals have been returned					X	X					
Compile list of remaining inventory purchased for show & decide whether to sell or store	X				X	X			X		
Collect remaining invoices for last week's rentals & any L&D (lost & damaged) itmes						X			X		
Inform vendors of forwarding address & phone number									X		
Arrange for wrap party and cast & crew gifts		X			X	X					
Submit final union/guild reports						X			X		
Issue post production schedule											X
Oversee post production activities											X
Get involved with additional photography & reshoots	X	X	X		X	X	X	X	X	X	X
Compile list of screen credits	X	X			X	X					X
Turn-over files, inventory of company assets, log of insurance claims & notes re: pending issues					X	X					
Close-down production office						X					
Turn-over delivery elements		X									X

Chapter 2

The Production Office

INTRODUCTION

The production office is the heart of your production – it's the communications and operating center. It is where decisions are made; deals are negotiated; crews are hired; valuable paperwork and vital information is generated and distributed from; logistics are handled; equipment, materials and supplies are ordered; costs are budgeted and approved; a million details are managed; problems are solved and crews' needs are met. Although office jobs are not perceived to be as glamorous as those of the set crew, the office staff — while functioning at a constant break-neck pace — handles massive workloads that require boundless energy, enormous patience and a good sense of humor to get through those 12- to 15-hour days. And though their talents may not be overtly creative, the ability to keep a show running smoothly and solve a multitude of spur-of-the-moment problems is uniquely creative. The more organized, efficient and well-run the office, the smoother your production will run.

And as a side note – staff your office with a production coordinator, assistant coordinator and production secretary who are organized and have good management skills. Look for individuals who not only know their jobs well, but are also accommodating and polite and treat everyone with respect – whether they're dealing with a producer, a grip or the production assistants and interns whose hours and daily activities they coordinate.

OFFICE SPACE

You can't always rely on the studio or production company you're working for to provide offices that are in walk-in, ready-to-go condition. Often, you'll have to locate your own office space to occupy for a period of time ranging anywhere from two months to at least a year, depending on the project. Before the search begins, however, you've got to determine how much space will be needed.

Every show is set up differently. Sometimes an art department will choose to work at a different location to be closer to the set construction, the transportation department will work out of its own self-contained trailer, the wardrobe department will work out of a wardrobe house and the prop master will work out of a prop house. There are also shows where everything is set up at the same location. I've worked in production office spaces sized from 3,500 square feet on up. You won't know how much space is needed until you know who you need space for. Generally, production offices house:

- At least one executive producer – and assistant
- At least one producer – and assistant
- The director – and assistant
- The production manager and/or production supervisor
- The production coordinator
- Sometimes, a travel and/or shipping coordinator
- The accounting department – generally needing two to four (independently locking) offices, depending on the size of the accounting staff and the size of the offices
- The location manager and one or two assistant location managers
- Two or three assistant directors and a couple of set production assistants (PAs)
- The transportation department (coordinator, captain, dispatcher, possibly a DOT coordinator and a driver or two). A DOT (Department of Transportation) coordinator will stay on top of all DOT driver requirements (drug testing, safety training, paperwork, etc.), but may also take on the captain or dispatcher duties as well, or vice versa – the captain or dispatcher may also oversee all DOT functions.
- The art department (production designer, art director, set designer, set decorator, lead person, a set dresser or two, property master, assistant property master, art department coordinator and perhaps an art department PA). This department will require one enormous space that can be sectioned off or possibly a row of smaller interconnected offices.
- A unit publicist (most require their own, locked office with a phone)
- Although not in the office all the time (and then only during prep), desks and phones should be allocated for both the stunt coordinator and director of photography.
- A bullpen area for the assistant production coordinator, production secretary and at least two office PAs
- An area or room for meetings

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- A kitchen or area that can be set up for craft service
- A separate office or bullpen area for photocopying, faxing, assembling scripts, etc.

Now for the questions that will determine additional space requirements:

- How many more producers (and assistants) will need offices? And would those who won't be there on a full-time basis be willing to share an office?
- Will the casting director and casting assistants be headquartered there? If not, where will casting sessions be held for the producers and director?
- Will the wardrobe department be working out of these offices, and if so, will they need an office, fitting rooms (generally, nicer furniture is needed if "stars" are being fitted there), sewing room and/or space for clothing racks?
- Will the props and set dressing departments need locked storage spaces?
- Will you need a desk and phone for visiting production executives?
- Will editing rooms be set up there? (And if so, will they need additional rooms for special equipment? Will their rooms have to be kept at a specific temperature? Will they require fiber optic wiring and/or specific closed-Internet capabilities?)
- How about space for Pre-Vis?
- Will the camera, sound and video playback personnel need a prep space?
- Will the hair and makeup departments heads need space?
- If offices and stages are together, how much set construction space is needed? And will there be a need for secured rooms to lock-up equipment?
- Will any of the on-set departments need to keep their space during principal photography and/or need storage for the run of the show?

Once the amount of space is determined, the search begins. If it works for you location-wise and budget-wise, many studios rent production offices (sometimes they'll rent you the offices only if you're also renting a stage or stages on that lot), but when you do set up production offices at a studio facility, they come equipped with everything you could possibly need. If that isn't a viable option, you can start scouting rental space by doing any or all of the following: talk to other people who have rented office space lately, drive around the areas you're interested in and look for commercial real estate signs, check out ads for commercial space in the trade papers or other local publications, hire a location manager to scout for you, enlist the help of two or three commercial real estate agents. Once you've found an option or two, here are some questions to consider:

- Can you get an option for a month-to-month extension on the lease at the original rate should your schedule be pushed?
- Do you need stage space near/next to the offices? If not, how far are the offices from the stage space you might already have lined up? How far away will you be from your location sites?
- Is additional space available to rent if/as needed?
- Do the facilities provide sufficient parking, is the parking area secured and is there easy access into and out of the parking lot?
- If the parking lot won't accommodate cast, crew and production vehicles, would you have access to a sufficient amount of street parking, or could you rent additional (secured) parking facilities from someone else in the immediate vicinity?
- Does the property come with a security system or patrolling security personnel?
- Are you in an area that's safe enough so that those walking to their cars late at night won't feel apprehensive?
- Will you have access to the property 24 hours a day?
- Are the offices already wired for phones and Internet? Is there a phone/Internet system already in place? If not, how long would it take to have one installed?
- Do the offices come with furniture, or will you have to rent furniture from an outside source?
- Does the building have heating and air conditioning?
- Do the offices have windows, and if so, do they open?
- Are there noise factors in the surrounding area that might affect your operation?
- Are you in an area where your staff and crew can't create any loud noise after a certain time at night or before a certain time in the morning?
- Does the office have enough electrical outlets? (If not, even extension cords won't help, and you'll be blowing fuses and very possibly knocking out the Internet in the process.)
- Is the wiring sufficient to accommodate a large photocopy machine and possibly editing equipment?
- Does renting office space from this individual or company obligate you to use/rent other things from them (equipment packages, services, etc.)?
- Is maintenance included in the rent? And if not, can the property management recommend an honest and reliable service that has cleaned there before?
- Will they agree to take care of such things as insect infestations, roof leaks, plumbing or electrical problems in a timely manner?
- You may not think this important at the moment, but find out if there's a policy that would prohibit your employees from bringing their (well-behaved) dogs to work with them. (I have never been on a show where at least one person didn't bring his/her dog to work, especially when on a distant location.)

Some productions look for warehouse space with offices, so their sets and offices can be at the same location. If this is the case with your show, here are some additional things to consider:

- Does the building have doors that are wide enough and tall enough to accommodate trucks driving right into the warehouse?
- Are the ceilings high enough (at least 18–20 feet high)?
- Will the electrical wiring accommodate the needs of the production or will you have to bring in generators?
- How will the set construction noise affect the production office?
- How will the production office noise affect shooting on the sets?
- If not soundproof, how will noises surrounding the warehouse affect your shooting?
- Would you be allowed to attach a flashing red light and bell system to the outside of the warehouse and use it on shoot days?

If not all departments are going to be based at the same location, be prepared to set up and equip offices and work spaces at different locales.

SETTING UP

Once you've selected the office space, your attorney has approved the lease agreement, you've submitted your first rent check and have been given a key to the front door:

- If necessary, have new locks put on the doors (or possibly just the doors to certain offices or work areas), and have new keys made as needed. If the management won't allow you to have additional keys made, carefully choose who gets the keys and make sure they'd be willing to loan them to others when necessary.
- Find out how to access security codes.
- Make sure you know where to locate: the electrical circuit box, the thermostats (and know how they work), the Internet router/terminal, the phone lines coming into the building (underground or aerial/telephone pole) and the telephone equipment closet or terminal.
- Arrange for a phone and/or Internet system to be installed if one isn't already in place (see farther ahead for more information on putting in a phone system).
- Get a floor plan of the office space from the property manager or draw one up yourself. Determine who will go into which offices or bullpen area, where furniture will be placed, office machines will go, etc. (The line producer, UPM, production supervisor and/or coordinator customarily make these decisions.)
- Order a photocopy machine that's a reliable workhorse, top-of-the-line (or close to it) model that puts out mega copies a month (you'll need it) and scans, and make sure the rental company can guarantee a prompt response time to service calls. Decide where the photocopy machine is going to be placed and if that place has the electrical capabilities to accommodate the machine before you schedule delivery. It's probably going to be noisy, so give it its own little area (with sufficient ventilation all around) if possible. Some companies will order one main copier and one or two smaller units for use by individual departments. And the art department will usually request a color copier.
- Get bids, open accounts and order: office furniture (including a safe for the accounting department and drafting tables and stools for the art department); fax machines (at least two); additional computers as needed, plus monitors and printers for those who won't be bringing their own; a refrigerator/freezer; bottled water (plus a water cooler) and dumpsters (if needed). Schedule delivery of each.
- Have signs made (or make them up on your computer) with the name of your show/production company to hang outside the front door and at the entrance to your parking area.
- Make up name and title labels on your computer and attach them to the outside of each person's office door.
- It's also helpful to make and hang signs with the office addresses, phone numbers and fax numbers for easy reference.
- If you're allowed only a certain number of parking spaces, have signs made and placed to indicate where everyone should park. Create reserved spaces (with their names on them) for the producer(s), director, production manager, production designer, director of photography (DP) and anyone else you wish to provide an exclusive spot for. The other spaces can just be labeled with the name of the production company or show.
- Make sure there are enough keys to the building for everyone who's going to need one.
- Prepare logs and sign-out sheets (see section on logs and sign-out sheets in Chapter 6).

Once you've moved into the new production offices, the set-up continues:

- Arrange for security if necessary.
- Create a map to the office, including the address and phone number and detailed directions (coming from various areas of the city). Have copies to fax and an electronic version on your computer to send to those scheduled to come in to work, for meetings or for casting.
- Design letterhead. The production designer is usually instrumental in creating a logo, which is then followed by approval from the studio/parent company. Have stationery printed up and/or make sure those who need it have the letterhead on their computers. Generate

business cards. They can be ordered from a printing shop, or printed right from your computer using Avery™ White Business Card sheets. On tight budgets, as most printing companies require a 500-card minimum, I've ordered cards that contain the name of the show, production company, address, phone and fax numbers with an empty space in the middle of the card for those who use them to write or print their names. When using the computer-generated cards, you can make them up individually for anyone who needs them. Those who will use them the most are the location manager and assistant location managers, but others who use business cards (especially when on distant location) tend to include the producer, production manager, production coordinator, production designer, art director and transportation coordinator.

- Print return address and/or mailing labels. Some prefer to order rubber stamps (containing the name of the show and address) in various sizes.
- Make sure everyone knows how to operate the new phone system, and print phone extension lists for each phone station.
- If the phone system doesn't come with voice mail, buy an answering machine that's compatible with your phone system.
- Make sure the office staff knows how to operate the copier and the fax machines.
- Create fax cover sheets and place a supply next to each fax machine. (Keep the original handy to produce new copies when needed, or you'll get people making copies of copies that will eventually be unreadable.)
- Check with production coordinators or assistant coordinators who are wrapping shows to see if they have any leftover supplies, lamps, electronic equipment or expendables to sell.
- See what the company (or studio) you're working for might have in storage leftover from previous shows that you could use – things like lamps, folding tables and chairs, computers and printers, microwave ovens, toaster ovens, etc.
- Place a subsequent furniture order if necessary (there are always items to be switched and/or added after the initial order).
- Set up the kitchen area. Assuming that a refrigerator and bottled water dispenser (with hot and cold taps) have already been delivered, now consider a microwave oven, toaster oven, coffee makers and perhaps even a cappuccino maker. If you don't have access to these things from previous shows, it's usually less expensive to buy than to rent them. Also equip the kitchen with a fire extinguisher, heavy-duty flashlight, candles, matches and first-aid supplies.
- Craft service. If you don't already have one, obtain a membership to a discount warehouse store where production assistants can purchase craft service supplies and food. After the initial purchase of the basics (paper goods, coffee, tea, milk, juice, etc.), prepare and post your own *Craft Service Requests* form in the kitchen area, so favorite snack foods, fruits, cereals, etc. can be picked up on subsequent craft service runs. Stock a variety of over-the-counter remedies for headaches, upset stomachs and colds, an assortment of vitamins and a selection of protein and power bars. And although not food-related, craft service runs should also include a liberal supply of tissues and tampons. For people who work all hours of the day and night, have little or no time to shop or cook and are more health-conscious than ever, good craft service is an essential element in creating a harmonious office.
- Contact maintenance/cleaning services to give you an estimate on cleaning the offices. Call services you've previously used or get referrals and/or references. Arrange to have the offices cleaned at least twice a week, and schedule the service to arrive after your work day has ended.
- Order at least one DVD player and TV monitor for the office (for viewing submission tapes, casting purposes, assessing location possibilities, etc.). Again, the production company you're working for might have one they can loan you. If not, and again depending on how long it'll be needed, make the decision as to whether to rent or buy.
- Open accounts with at least one overnight delivery service (like FedEx). Obtain waybills and packing materials. Also establish pick-up and delivery schedules and locate drop-off centers.
- Open accounts with the companies that will give you the best deals on reliable cell phones and Blackberrys and place an initial order as needed.
- Establish an account with a discount office supply company that provides free, next-day delivery service and also one that's close by, where supplies can easily be picked-up on an I-need-it-right-away-basis. Make up and post an *Office Supply Requests* form in a designated area next to or near a supply catalog. Each request form is then attached to a purchase order and approved before the supplies are ordered. (Monitor orders carefully, as this is an area that can easily get out of hand and run over budget.) Here is a example of a supply request form:

OFFICE SUPPLY REQUESTS

DATE	ITEM	ITEM#	LIST PRICE	REQ. BY	DEPT.

FIGURE 2.1

- Stock a good supply of batteries. The ones most commonly used sizes are AA and AAA.
- Have a PA pick up menus from restaurants in the area (preferably from those who deliver) and place menus in a three-ring binder, divided by the type of food (barbecue, Mexican, Chinese, Italian, vegetarian, etc.).
- Create a central information center (which is generally the reception area or a portion of a bull pen area manned by the APOC, production secretary and/or PAs), where departmental envelopes are hung; messages are posted; out-baskets are set out, labeled for OUT-GOING MAIL, OVERNIGHT DELIVERY PACKAGES, TO THE SET and TO THE STUDIO (or parent company); deadlines for outgoing mail and overnight packages are posted; extra copies of crew lists, contact lists, the latest script changes, schedules, day-out-of-days, maps, request for pickup and delivery slips, etc. are stacked (or placed in hanging envelopes); start paperwork, time cards, I-9s and other payroll and accounting forms are available; the menu book and office supply catalog are available to look through; local phone books and maps are kept; extra office supplies, mailing supplies and interoffice envelopes are stored and waybills, fax cover sheets and other commonly used forms are available.
- Strategically place designated trash cans or boxes around the office for recyclables.

Phone Systems

Sometimes you'll walk into new production offices and a perfectly adequate phone system will already be there – but not always. And sooner or later on some show, you'll be responsible for having a phone system installed. There are telecommunications contractors who will come in and install a system for you with equipment that you can rent on a short-term basis and don't have to purchase. Try to find a company that has set up communications systems for productions in the past and that has references you can check out. You also want a contractor who is known to and has an established relationship with the local phone company, so when you're told that it'll take four to six weeks to have lines delivered, your contractor can take advantage of that long-standing relationship and make it happen much faster.

Your next step is to start thinking about how you want communications to flow within your offices, and a good way to start is to take a diagram of the offices and indicate where each person will be sitting, where each phone is to be placed, and how many lines you want each phone to have.

Your contractor will help you decide on a phone system that will both meet your needs and accommodate your budget. To start the process, consider the following questions:

- How many phones (instruments) will you need?
- Will there be one main number that a receptionist, secretary or PA will answer, transferring calls to individual extensions? Or, in addition to a main number, will everyone in the office have their own private numbers, so not all calls will have to be routed through the main line? Or maybe you'd want each department to have their own main number?
- How many fax lines will you need?
- How many consoles will you need (phones with all the numbers on it, so the people sitting at those stations/desks can answer any line)?
- How many lines will each phone have? Because not everyone in the office is on the phone at the same time, a good rule of thumb is to provide one line for every three or four people. (Those departments — such as Locations, for example, where almost everyone is on the phone at the same time — may require more lines.) Will they each be separate numbers or one number with the others on a rotary?
- Will your phone system have to accommodate more than one physical location?
- What features (voice mail, conference calling, Caller ID, etc.) do you want your phones to have? (Just a note that sometimes it's less expensive to buy an answering machine than to add voice mail to your system.)
- Do you want all the phones to ring, or just certain ones?
- Except for Accounting, will you be using wireless Internet instead of hard lines? (The accounting department is always connected via hard/DSL lines.)
- Will you have laser printers that need dedicated hard lines as well?
- Does your parent company have a long distance plan you can use?

Call your local phone company (also known as a service provider or local "loop" provider) to set up an account, choose a calling plan, initiate service and order phone and fax numbers. (When ordering service, you might also consider putting a block on all "900" numbers.)

Your telecommunications contractor, also known as the CPE (customer premise equipment) vendor, will require what's called a *letter of agency* – a letter on production letterhead stating that he and his company are authorized to act on your behalf. Once this letter is signed and submitted to the phone company, he'll officially assume the role of liaison between you (the customer) and the service provider.

The decision as to whether to install an analog or digital system may come up – or not. Analog phone systems are still widely used, but digital is gaining in popularity as newer technology adds efficient new options and

features. Sometimes the decision will be made for you based on the resources (or the limitation of resources) that can be provided by the local phone company. When setting up an analog system, a pair of wires is physically brought in for each line needed – individual inbound and outbound lines within a multiline group with separate lines for voice and fax. But not all providers have the physical infrastructure to support the number of lines and circuits required to adequately service a busy production office. And that's when having a digital system makes more sense, because just one digital PRI (primary rate interface) line offers 23 voice channels and one data channel. (With PRI circuits, all departments would share the total number of voice channels available, as they're not tied to specific dialable numbers. So an incoming or outgoing call can use any available voice channel.) A digital system also offers more features, more efficiently – the most beneficial being DID (direct inward dialing) capability. A DID system allows calls to come directly to an individual and doesn't require a receptionist to answer and transfer the call. These lines can be used for voice and fax transmissions.

If you have to set up phones where stringing phone lines isn't an option, talk to your contractor about using VoIP (voice over IP – a way to send phone calls over the Internet) or a satellite system. (With the help of an adapter, lines run from a satellite can actually be converted into standard analog lines.)

Have a representative from your telecommunications company hold a training session in your office, so everyone knows how to use the new phone system. Get basic instruction manuals on how to transfer calls, make conference calls, etc. to have at each desk (or at least have several in the office), and type up a list of everyone's extension, so calls can be transferred.

Until a couple of years ago, terms like VoIP, DID and PRI were all Greek to me, but I'd like to thank Dave Hamamura of Communications & Electrical Services in Kaua'i, who has patiently continued to help me understand how these systems work.

THE TRAVELING PRODUCTION KIT

Whenever you start a new show, you bring not only all of your past experience to the job, but also your personal production boxes. Contained in these boxes (which go with you from show to show and location to location) are items you've been accumulating since your very first show and which constitute your "kit." In addition to your salary, most production companies will pay you a kit (also known as a "box") rental fee of about $50 to $100 per week (although most now impose a cap of $1,000 per show). Production coordinators, assistant coordinators, usually production secretaries, and once in a while a key office production assistant (who uses his or her own computer on the job) will receive a kit rental. I've seen production kits stored in any combination of banker's boxes, footlockers, suitcases on wheels and oversized fishing tackle boxes. Your need for larger receptacles will increase as you gradually collect new material. Think of your kit as a traveling office. It should contain everything you need to get started on any show at any location. Production supervisors, coordinators and assistant coordinators tend to keep more elaborate kits than do line producers and production managers, and everyone's is a little different. The following are items you might find in any one production kit:

- A computer and monitor (laptops are the most portable and most commonly used). Always keep the computer's manual close at hand.
- A printer for your computer (and a couple of extra ink cartridges).
- Scanners have also become necessary in case your copier can't be networked.
- Any other computer accessories you work with (software disks for anything installed on your computer, in case there are any problems – programs such as Microsoft Office, Adobe Acrobat Reader, FileMaker, Final Draft, printer/scanner drivers, your operating system, etc.).
- A surge protector.
- An external hard drive, so you can back up your files each day.
- A supply of CDs.
- A calculator.
- A label maker (optional but handy).
- A laminator (also optional but convenient for crew badges, signs, etc.).
- A flashlight.
- A wall calendar.
- A selection of self-inking stamps that read: Faxed, Completed, Draft, Copy, Unapproved, Confidential, File, Revised and Calls Pushed_____Hours.
- A small supply of FedEx packing materials and blank waybills.
- At least one candle and matches (more for aesthetics than for emergency measures).
- Also consider a box of birthday candles, as birthday cakes in the office are fairly common.
- Basic office supplies: a heavy-duty three-hole punch; a two-hole punch; tape dispenser (with an extra roll of tape); scissors; in and out trays; at least one standing book/file divider; a supply of different-sized printable labels; a stapler and staples; a heavy-duty stapler and staples; pens; pencils; a ruler; a roll of shipping tape; correction tape; yellow writing tablets; message books; scratch pads; two or three petty cash envelopes; a pad of *Received of Petty Cash* slips; various colored highlighters' permanent broad-tip markers; Sharpies®;

rubber bands; paper clips and binder clips; a small supply of file folders and file folder labels; a glue stick; an assortment of Post-it™ tabs; push pins; a box of hole-punch reinforcements; a small supply of batteries (C, AA, and AAA sizes); at least one ream of plain (letter and legal size) white paper; and alphabetical, numeric and blank dividers for your binders.

- A small first-aid kit (with lots of Band-Aids™ and ice packs).
- A supply of Tylenol® and/or Advil®, antacids and throat lozenges.
- A small desk clock.
- A small desk lamp (some companies don't provide desk lamps, and you often have to work under those "I'm-getting-a-headache" fluorescent lights).
- I keep a small stash of my favorite teas, instant soup and oatmeal and small individual packets of salt and pepper.
- An assortment of extra computer and phone cords/connectors.
- An extension cord.
- A headset for the phone (allowing you to talk hands-free).
- Your production binder. I carry the same large three-ring binder with me on every show. It contains the following divider tabs: Budget, Cast, Crew, Contacts, Schedule, Day-out-of-Days, Locations, Travel, Correspondence/Memos, Post Production, Equipment, Script, Misc. I also have a few blank tabs/dividers that are used as needed for whatever topics are relevant to any given show. Updated lists, information and notes are continually being added to the binder throughout the production and the binder is kept close at hand at all times (and goes home with me each night) for easy reference. When the production is over, I remove the contents (except for the dividers) and secure them with large brads. It now looks like a fat script and is filed or stored alongside the contents of other production binders from other shows. Once the contents are removed, the binder is ready to use on my next show.
- Resume book. Collect resumes of people you want to work with (or work with again) or want to be able to recommend to others. Keep them in a large three-ring binder, divided by job categories and inserted in alphabetical order. (You can store these resumes on your computer as well.)
- Additional binders. Some production coordinators carry a few extra binders from show to show, each with alphabetical dividers. Use them to keep copies of deal memos, certificates of insurance, insurance claims, workers' compensation claims and/or purchase orders (filed by vendor name). Some people feel that accessing this information from binders on a shelf is easier than pulling file folders out of drawers (I've done both and have no strong preference either way). When the show is over, the contents of the binders are transferred into the final production files, and the binders are ready to use again on your next show.

The following are items that at one time were only collected and kept as hard copies, but now much (if not all) of it is available online or can be filed and kept on your computer, external hard drive and on CDs:

- Reference materials. This would include: union and guild contract books, summaries and updates; pay-scale rate charts; reference books such as: *LA 411*® (New York 411®, 411 Publishing), *Hollywood Creative Directory*™ (©Hollywood Creative Directory), *IFP/West Independent Filmmaker's Manual* (by Nicole Shay LaLoggia and Eden H. Wurmfeld, Focal Press, ©IFP/West), Entertainment Partners' PAYMASTER, AFCI (Association of Film Commissioners International)'s listing of film commissioners, a local map book, any books you might have that would serve as quick references on budgeting and scheduling, and – of course – this book. And if your show will be shooting on distant location, you should have applicable airline schedules, maps, phone books and the production guide published by the film commission in that state and/or city.
- Production services files. Assemble a banker's box containing files that reflect an assortment of production services. From the shows you do, trade shows you go to and vendors you interact with, you'll amass a tremendous number of catalogs, bids, brochures and information on a wide assortment of equipment, materials, supplies and services. You may choose to reference these vendors via your collection of contact lists and/or reference books such as *LA 411*, but if you want to save more detailed information on specific companies, production service files are for you. Keep them in alphabetical order. If you choose to save this information, update the contents of the files every year if possible. Here are some category suggestions: Animal Handlers, Bus Charters, Camera Equipment, Casting Agents, Caterers, Cell Phones & Pagers, Chartered Aircraft, Cleaning Services, Clearance & Research, Computer Rental & Repair, Cranes/Dollies/Camera Cars, Crew Gifts & Parties, Customs Brokers, Dumpsters, Editing Equipment, Editing Rooms, Expendables, Background Casting Agencies, Film Commissions, Gifts, Grip & Electric Equipment, Hair and Make-Up Stations, Heating & Air Conditioning, Heavy Equipment, Helicopter Work, Hotel Information, Insurance Agencies, Labs, Limo Services, Location Rentals, Location Services, Make-Up/Hair Suppliers, Medical Services, "Meet & Greet" Services, Misc. Rentals, Office Equipment Rentals, Office Supplies, Payroll Services, Phone/Telecommunication Systems, Picture Vehicles, Post Production Facilities/Services; Printing & Photocopying, Product Placement, Props & Set

Dressing, Raw Stock & Sound Stock, Screening Facilities, Shipping Companies, Sound Equipment, Special Effects Companies, Stage Rentals, Still Photo Labs, Travel Services, Underwater Equipment & Services, Video Duplication, Visual Effects Houses, Walkie-Talkies, Wardrobe Houses, Weather Services, 24-Frame Video

- General reference files. You might also wish to keep files containing more general reference material – information that covers any or all of the following: Screen Actors Guild (contract information plus a small supply of blank SAG contracts and Exhibit G forms), Directors Guild (contract information plus a small supply of DGA deal memo forms), Misc. Forms (forms you have collected and like to use), Miscellaneous Post Production Information, Sample Budgets, Safety Bulletins (a full set), Guidelines Pertaining to the Employment of Minors (information on hours, schooling, etc.), a few blank applications for permits to employ minors and a few blank applications for work permits (for minors); Costs (cost information you want to save for purposes of future budgeting and negotiating). This is also where you're also going to want to save your past crew and contact lists. It's amazing how often you'll want to go back to find a specific person or vendor you had previously worked with (to use again or recommend to someone else). And if you don't have the collection of resumes you're saving in a binder, this is a good place to keep them, as well – in files labeled by department.

If you're collecting all of this in hard-copy format, it's quite a lot to carry from show to show, and there are times when not all of it will be relevant to your current project. After a while, you'll instinctively know what to bring with you on any given show; and sometimes, you'll end up bringing it in gradually as needed. Once settled into a new production office, transfer your production services and general reference files into a file cabinet (I prefer the lateral type) and your reference books, resume book and other binders onto a bookcase.

Make labels with your name on them and affix one to each item in your production kit, including the binders and file boxes. This way, there's no doubt that these things belong to you, and chances are, they will be less apt to disappear.

Also inventory the contents of your production kit, including the make, model, serial number and value of each piece of equipment; and keep the inventory in your permanent files (computer) at all times. (You have to inventory files only when traveling out of the country, and then just by the number of file boxes.) Accounting will require a copy of your inventory when you submit your start paperwork and fill out a *Box Rental* form. The inventory will also serve to meet customs requirements when traveling to foreign locations.

ANSWERING THE PHONE

You can call any production office, and chances are good that someone will answer the phone by saying, "Production!" Depending on who is uttering this one-word greeting, it often comes across as "I'm busy – what do you want – make it fast!" It was a producer I once worked with who convinced me that a much better way to greet callers is to say "Production, this is _____". Answering the phone by identifying yourself is definitely friendlier. You may be equally as rushed as the person who just says "Production!", but this puts those on the other end of the line at ease (right off the bat); they know exactly who they're speaking to and aren't put off. I'm now convinced that this is the only (and most professional) way to answer a production office phone.

CONFIDENTIALITY

Not all productions are concerned about keeping a tight lid on their script, shoot and/or the whereabouts or actions of certain individuals on the film – but many are, and as necessary, measures are therefore taken to guard the show's privacy.

When confidentiality is called for, office staff should be informed as to what information is and is not permissible to give out, and all calls coming in from press sources asking for information or requesting a visit to the set should be referred to the show's unit publicist, the production company/studio/network's publicity department or the producer. Those answering the phones should be aware of slick callers who will try to get information out of them before they even take the publicist's information or get transferred. They should deal with these situations by politely reiterating that all such requests must be directed to the unit publicist, company/studio/network's publicity department or the producer.

Furthermore, a policy should be in place dictating that all visitors to the set must be preapproved and their names placed on a list for Security. Questions from agents and managers regarding cast members should be directed to the assistant directors (generally the 2nd AD). Agents and managers (especially their assistants) will also try to get information out of your staff. Don't let them. Things may be changing on set, and you don't want to be responsible for giving out incorrect information.

A lot goes on in a production office (and set) that many are tempted to gossip about to their friends, post on blogs and possibly leak or sell to the press. Aided by the latest in technology, more crew members than ever are using personal blogs as well as Twitter and Facebook to report in from the shows they're working on. It's fine if you're displaying pictures of yourself in front of a pyramid taken while on location in Egypt, but if you're using your cell

phone to discreetly take photos of the cast for your MySpace page or to report on the director's latest temper tantrum, this is a very good way to get fired and possibly sued.

Other security issues can come about just because it's so easy to e-mail documents and notices from a production office these days. That's why production coordinators have to be vigilant about regulating who sends out what information to whom. An overzealous PA can inadvertently and easily send out information that shouldn't be sent to certain people. What's more, the coordinator should constantly monitor and update the distribution list, so that those no longer on the show aren't still receiving production documents. This situation has in the past created a multitude of problems.

There are now many reasons why so many companies, studios and networks are requiring that all new employees sign a confidentiality agreement – or they at least include a confidentiality clause in their crew deal memos – making discretion a term of employment. It's extremely tempting to talk about the goings-on on a TV or film, or taking it a step further, to sell the information or photos, because there's rarely a lack of juicy tidbits to report on. But let it be known to your employees that leaking this type of information won't be tolerated, because what might seem like a harmless and fun thing to do at the time could lead to serious repercussions.

Shredding

Another way to secure the confidentiality of a show and all those involved in your production is to either invest in a good heavy-duty shredder, rent one or use the services of a shredding service. If you use a service, they'll provide you with proper receptacles and then come by periodically to pick up the containers.

You should be shredding anything containing sensitive information – documents containing names, addresses, phone numbers and social security numbers on it. Extra copies of deal memos and unexecuted contracts, old copies of scripts and schedules, cast and crew lists, and most certainly – all discarded accounting and payroll documents.

Watermarking

Confidentiality is also why so many productions now require that each page of each script handed out be watermarked with the name of the person the script is being given to. Some screenwriting software programs have the ability to watermark, but not all of them. A common way to do it, however, is to convert the script to a PDF file. You'll need Adobe Acrobat Standard software for this, and you'll find the watermark option under the Document menu. Once the watermark option is selected, you can type the person's name into a field, and then print a script directly to your printer or copier with the watermark.

Another way to do it, which is a bit more time-consuming, but also reliable, is to print out the same number of pages that are in the script with nothing on them except the person's name typed (and shaded) across the otherwise blank pages. So if your script is 110 pages long, you'd have 110 pages with just a name on them. You'd then feed these pre-watermarked pages into your copier, and print the script onto them.

Save your watermark template so future page revisions can be similarly watermarked. If time is of the essence and you get approval to send a script electronically, you can secure a watermarked PDF file with a password. This restricts the recipient from editing the document and removing the watermark. You can even restrict recipients from printing the script if necessary.

Also available is copy-proof paper, which is a metallic paper with a small pattern printed on it. The metallic reflects light when copied, so the copy comes out black. It's more expensive than your every-day copy paper, but the pattern insures that the copies come out unreadable. Note though that since the metallic paper frequently jams the copy machine, start by copying a blank page onto the metallic paper to get it warm. The warm pages go through the machine easier and are less likely to jam.

PRODUCTION ASSISTANTS

On the proverbial ladder one climbs while working up to a desired position, a production assistant is half a rung up from a ground-level intern. And like an intern, a PA need not have a great deal of experience. This is where a good attitude, an eagerness to learn and help and a willingness to put in that extra effort – beyond what's expected – will propel a PA up the ladder. Good production assistants are worth their weight in gold; yet as a group, they're the lowest paid and often the most exploited and least appreciated. Although a PA's duties can be less than desirable, it's a great place to start, learn, make contacts and become invaluable – so much so that subsequent shows are sure to follow.

As gratifying as it may be to give someone their very first job in the business, it takes a great deal of time to train a PA, and some amount of experience to master the job. Therefore, make sure that not all the PAs you hire are rookies. Hire at least two who are seasoned and can help train those less experienced. And when you're doing reshoots (which are almost always fast and furious), be aware that you won't have time to train anyone, so consider using seasoned PAs.

Some production assistants are assigned to work the set (under the supervision of the assistant director team), some are assigned to specific departments or to assist with cast needs and others are assigned to the office. Most production assistants want to work the set, but for that reason alone, those jobs are more difficult to come by. Those who understand that no matter where they're assigned, the trick is to get their foot in the door, will take the office jobs if there are no other (more desirable) offers at the time. The PAs referred to in this chapter are Office PAs.

Office PAs should answer to the assistant production coordinator and/or the production secretary. They shouldn't be required to take directions from everyone in the office. The assistant coordinator or secretary coordinates the production assistants' duties and schedules their workdays based on production priorities.

Those requesting pickups or deliveries generally fill out a request form (a *Request For Pickup/Delivery* form can be found at the end of this chapter). The form, along with any item to be delivered, is placed in a designated box – not just handed to a PA. The assistant coordinator or secretary then coordinates and schedules the runs. If an emergency should arise and a PA isn't available to make a run, alternative arrangements will be made (another PA, courier service, transportation driver, etc.). All completed pick-up/delivery forms should be kept on file through the end of production.

Whenever possible, production assistants should have the use of company cell phones when they're out of the office, providing you with instant access to them and allowing them to check in between runs. And if your phone plan provides unlimited texting, your PAs can text you when they get to and from places, you can send them information relating to emergency runs and communicate with them while they're on set.

Important: with regard to PAs, interns or anyone asked to drive their own car for production purposes – make sure they carry their own auto insurance coverage, and ask to see a copy of their policy. Their insurance will be primary should they have an accident while using their own vehicle for business. And equally important – instruct your PAs and interns that while driving, they should always use a hands-free device to answer and/or talk on their cell phones. Driving while using a cell phone (for calls or for texting) is not only dangerous, but it's a violation of the law in many states. Additionally, if an employee were to get into an accident while using a cell phone, the chances of the production getting sued are high – especially if the phone was provided by the production.

INTERNS

Internships are beneficial to both the intern and the production company. Interns are students or individuals new to the industry (or new to a specific facet of the industry) who lack experience and contacts. They agree to work for a designated period of time (which is often the duration of a production) for little or no salary. An intern's compensation may include any or all of the following: a small salary, experience, school credit, free lunches, reimbursement of gas receipts, screen credit, invaluable contacts with people who have the potential of becoming future mentors. For someone who can afford to work for little or no salary for a limited amount of time, this is the best way to get a foot into the doors of companies an intern would want to gain access to and to meet and work with the people who have the capacity to hire and/or recommend them on other productions. And should one require even further justification for committing to hard work without a salary, merely think of this as a form of continuing education.

The overwhelming benefit to a production company is having additional employees who won't tax their budget. Many lower-budgeted films could not have been made without the contributions of their interns.

The problem is that in the past several years, it's become impossible for a major studio or production company in California to obtain an intern unless that internship is a direct placement from a college or university's official internship program. Some states, such as California, mandate that you can't have employees working for free *unless* they come through a sanctioned school program and are able to earn school credit. It also becomes a workers' compensation issue should someone who's not on your payroll get injured on the job. Some of the smaller, independent, nonunion companies are still amenable to accepting interns to work on shows under certain circumstances, but there aren't as many of them as there used to be (even though there's always a need for extra help).

There are very specific guidelines that must be adhered to when accepting an intern through a school-sanctioned internship program. In some schools, students are required to attend an internship course that helps prepare them for their upcoming assignment, sets the terms of their assignment and gives them access to an advisor who acts as both mentor and liaison between the student and the company. As they're earning school credit for their work experience, students are generally required to prepare written and/or oral reports on their internship experience. A company that wishes to recruit an intern must also agree to the explicit rules that govern the intern's days and hours of work and specific duties to be performed. In an effort to offer students the best possible learning experience and to prevent their job responsibilities from being nothing more than a steady stream of menial tasks, the company is typically required to guarantee that an intern will be exposed to a limited amount of company information, have some access to executives, be allowed to sit in on an occasional meeting,

attend dailies, etc. The intern's supervisor is also required to complete written evaluations on the intern's performance. Each school varies, but two to four units of credit are typically afforded to a student participating in an internship program.

Because many colleges and universities offer internships for their students, contacting one or several of the schools in your area to apply for interns is a good way to start. A particular student's schedule may not always coincide with the hours you need someone to work, but more than one intern with differing schedules may do the trick. The schools will generally ask you to submit a description of the internship being offered. Here's a sample:

FILM PRODUCTION SEEKING INTERNS

On_____ (date), _____ Productions is beginning principal photography on a motion picture entitled_____ _____, Which is being produced for _____ _____(studio or production entity).

The film stars_____ _____

and is being directed by

We're currently looking for interns to work with the production, and their duties would include: answering phones, filing, running errands, photocopying and generally assisting staff members with whatever needs to be done at any given time. Part of the intern's day would also be spent on the set in a capacity yet to be determined at this time.

We're looking for team players who are self-motivated, quick learners, organized and good at follow-through. We want individuals who are good at folloing direction, don't mind long hours and understand the concept of paying dues. The ability to get along well with others, multi-task and know when to ask questions is important. Interns should have cars that are in good working order, auto insurance and know their way around the area. Previous experience is not essential, but enthusiasm and a good attitude is.

This internship would afford students the opportunity to become part of a feature film producion and to interact with industry professionals. It would be a tremendous learning experience and a potential connection to vital contacts and futrue job opportunities.

Our production offices are headquartered at _____, and we'll be filming through_____

If you're interested in interning on this film, please contact_____

_____ at: _____ (phone #).

Thank you for your interest in our film.

FIGURE 2.2

Interns can also be obtained by advertising in industry-related publications and on websites such as www.mandy.com. Keep in mind, though, that when they come through a college or university internship program, the school's workers compensation policy covers them should they suffer a work-related injury or illness. When an intern doesn't come via a school internship, however, the production company is liable, as they're working under your direct supervision. Due to these liability issues, production companies institute an array of differing policies with regard to interns. Some refuse to use interns unless they're part of a school-sanctioned internship program. Many will pay their interns minimum wage (which in many states they're required to do anyway), so they'll be covered under the payroll company's workers compensation policy. Others, who carry their own workers compensation insurance, will inform their insurance company that they wish to assume the responsibility for covering an intern(s) and will be required to submit (in writing) general information regarding the terms of the internship. The information required usually includes: name, address, phone number, Social Security number, exact work capacity and duties, department intern will be working in, work dates and hours, state(s) intern will be working and any other applicable conditions. Details of the internship can be submitted to the insurance company via an *Intern Notification* form, a sample of which can be found at the end of this chapter.

If you're considering using the services of an intern from another country, and this person doesn't have a U.S. Social Security number or work visa (green card), discuss this with your insurance company as soon as possible. Obtaining foreign workers' compensation coverage can be quite costly and may be enough to negate the worth of the intern. Under no circumstances should you allow anyone to work on your show (even someone willing to work for nothing) before workers' comp coverage is secured.

AIN'T TECHNOLOGY GREAT?

Technology has made our jobs easier and more complicated at the same time. For all the advances that have been made, however, our staffs and crews are larger than ever before, and we're still working the same 12 to 15 hours a day. Go figure!

Because I started in the business at a time when everything wasn't quite so easy and instant, I appreciate being able to e-mail releases and contracts as PDF forms instead of sending them via a PA, messenger service or FedEx. Compared to the way it used to be, numerous hours of work are saved each time a new version of a budget or schedule is produced. Looking at location photos by logging onto a website is much faster than waiting for a package to arrive from a state film commissioner. Who would have ever thought that we'd be looking at people at the other end of our phones or computers while talking to them; that proprietary websites would allow individuals (with an ID and password) to access production files, have the ability to download call sheets and manage production-related details and purchases; that dailies would be streamed to location via a set-top box (a device that connects a television to the Internet via phone line or cable modem); that call sheets and production reports would be wirelessly e-mailed in from the set each day – no matter where the set is; or that a huge dish would allow a director to watch pay-per-view films in a satellite trailer in the middle of a remote jungle.

Technology has perpetuated our lust for what's easier, faster and immediate. And although instant communication can be a great tool, and I recognize the value of being able to IM and text in the production office, on the set and between the office and set, I think these modern technological conveniences are being tremendously overused and abused by individuals IMing and texting for other than production business. It's the new version of making personal calls at work, but seemingly easier to get away with. I find it so annoying that if it were up to me, I'd make all production offices IM- and text-free, unless it truly could be restricted to matters relating to the show. Excuse the rant, but what's wrong with picking up a phone or sending an e-mail anyway? Not fast enough?

Techie Wanted

Technology is great, but you need at least one person on your production staff who's proficiently technology-savvy – understands how (at least most of) it works, can help others with computer questions and problems, can set up a computer network, knows how to install routers and hubs, can set up a teleconference call and program an assortment of wireless devices. And then there are the producers, directors and lead actors whose offices and trailers are routinely outfitted with the latest and greatest electronic devices, including jumbo-screen TVs, cable or satellite TV service, stereo systems, editing systems and so forth. Not every company has its own IT and telecommunications departments, and even for those that do, it's no longer enough. On a show I worked on a couple of years ago, we had an entire traveling satellite communications system (along with two technicians) who did nothing but set up the system at each location, keep it maintained and then take it down again when it was time to move to the next location. This system provided cell phone, Internet and fax service in jungles and other remote locales, including private lines that were run from the satellite directly into the director's trailer. It's amazing what we can now do with the help of technology, but because we rely on it so much, every show really does need its own (one or more) tech-savvy experts. All it takes is for one thing (a computer, the Internet, a wireless router,

a satellite) to go down, and it could easily create a very costly delay – not to mention a stressed-out and ticked-off staff and crew. So make sure to get yourself a techie.

EMPLOYEES DRIVING THEIR OWN VEHICLES FOR BUSINESS PURPOSES

If an employee is driving a personal vehicle during the business day for business purposes and has an accident, insurance regulations specify that a person's own insurance is primary. The company's *nonowned auto liability policy* covers the production company, not the individual. All employees using personal vehicles for business purposes (especially PAs and interns) need to be informed of this policy and show proof of auto insurance.

STAFF SCHEDULING AND ASSIGNMENT OF DUTIES

Your staff can be more effective if you don't schedule them all to work the same hours. The objective is to stagger shifts, while making sure the office is always covered at first call or at the start of the business day (whichever is first), throughout lunch and through wrap or the close of the business day (whichever is last). Even when the crew call isn't early in the morning, someone should be available to set up the office for the coming day, be available to deal with vendors and be accessible to prepping/rigging crew members who start early. And when shooting nights, some productions require coverage in the office through wrap. Others don't require anyone in the office past midnight, which is usually after lunch and, hopefully, after the call sheet has been finalized, copied and distributed.

When scheduling the office staff, take all factors into consideration, such as who lives the closest to the office, closest to the set; closest to the airport or closest to the lab; who can stay in the office alone late at night when necessary; who can drive to the set late at night when necessary; how are each person's strongest abilities best put to use and when are their strengths most needed; who functions best in the morning; who can run the office alone and who is better as support staff.

Once you have everyone on the right shift doing what they do best, consider alternating shifts and responsibilities. (You can always change them back.) Whenever possible – and assuming you have a big enough staff to do this – let one production assistant remain in the office, manning the phones and fax machine, photocopying, handling craft service, etc., and have another out on runs all day. Then the following week, reverse their roles. This will give both a chance to earn mileage reimbursement, master different tasks and interact with different people. Along the same lines, give one production assistant the early shift one week and a later shift the following week. Or assign one PA to the office one week, and to the set the next. Giving PAs and interns the opportunity to learn different responsibilities and work with a variety of departments will keep them motivated, anxious to keep learning and eager to do well.

A thoroughly practical and effective form, designed by my line producer friend Stephen Marinaccio (when he was a production coordinator), is the *Daily Office To Do List*. Although PAs and interns are required to keep their own log of assigned tasks, details have been known to fall between the cracks during a long, hectic day. This list eliminates the excuse for ever forgetting and clearly details all duties and responsibilities by the shift/time-of-day. The *To Do List* at the end of this chapter is a version of Stephen's form and can be used as-is or as an example for creating your own.

STAFF MEETINGS

Just as you can never have enough production meetings, the same holds true with office staff meetings. A great deal of information flies around the office each day, but as many memos as you receive, questions you ask and conversations you overhear – and as much as you endeavor to stay on top of everything – different people end up with different pieces of information. The more you know, the better informed your decisions are and the more helpful you are to others. I suggest daily meetings (either first thing in the morning or last thing at night) between the production manager, supervisor, coordinator and possibly, assistant coordinator. If daily meetings aren't possible, get together as often as your schedule permits. This time together lets you share valuable information, go over everything that has to be accomplished, decide who's going to do what and how to best handle pending issues.

I've worked with people who unfortunately believe that production assistants and interns should only be told what to do and never asked for their opinions. Nothing could be more counterproductive to promoting loyalty and teamwork within the production office. The production coordinator should meet regularly with the assistant coordinator, production secretary and all office PAs and interns, and this meeting works best at the end of the day. This is a time to let staff members know as much about what's going on with the movie as the coordinator is allowed to share with them; within the realm of their world, to review what isn't working well and how to make it better; to bring up a problem someone may be having with another staff or crew member and discuss how to best resolve the issue; and to share suggestions. Production assistants may be perceived to be at the bottom of the food chain and are far from decision makers; but the good ones work hard for little money, do the worst jobs on the show (often and hopefully without

complaint), make everyone else's jobs easier and are there as back up when needed. They have little say-so outside of this small, restricted arena, and should therefore be entitled to voice their opinions and discuss issues affecting their work environment. Their ability to participate in meetings validates their worth and further invests them in the successful running of the show.

OFFICE LUNCHES

Going on the assumption that members of any given production staff are too busy to go out to lunch and are needed in the office as much as possible, many production companies will pay for staff lunches. Again, this policy varies, depending on the company and their budget. Some will pay for lunches just during principal photography, while catered meals are being served on set. Some will also allow for a limited number of office meals (lunches and/or second meals or dinners) during prep. And some productions can both afford and are generous enough to offer their staff lunches throughout the entire prep, shoot and wrap periods, including an allowance for second meals for late nights. Once you determine if and when you're going to provide office lunches, your next step is to put a dollar limit on each person's order or a limit on each entire order. For instance, you can give everyone an $8–$12 limit when each person is allowed to order off of a designated menu or use the same per person amount if ordering buffet style. (By the way, ordering and setting up buffet lunches is a much easier and more time-efficient way to handle lunches.)

Ordering lunches for the staff is time-consuming, so make the process as easy as possible. Select a different restaurant each day, one that offers a variety of menu choices (accommodating both vegetarians and meat-eaters), has a majority of menu items within your price limit and that preferably delivers. Then instead of sending a PA around to take orders, just send the menu around with an attached piece of paper, so each person can write their name and order. You might consider making up a form with everyone's name on it and an allocated space for orders. That way, you won't forget anyone. One person should be the designated orderer. And if the restaurant doesn't deliver, one of your PAs can pick up the food. There are also services (at least in the L.A. area) that will send you a catalog of menus from local restaurants. If you call them, for a nominal fee, they'll relay your order and pick up and deliver the food directly to your office. Choosing a restaurant, letting everyone select from the menu, ordering, picking up and passing out meals takes a lot of time. Allow yourself enough time to accomplish this in a timely manner. Otherwise, you'll be eating at 3:00 every afternoon instead of the normal 12:30 or 1:00.

Staff members are almost always too busy to go to lunch and meals are always being brought into the office, even on productions that can't afford to provide lunches or aren't providing them during a particular period of time. The only difference is that under these circumstances, everyone pays for their own food. This can get tricky, because someone has to be responsible for collecting the money each day. Although one person may have ordered a sandwich and is then called away to a meeting, someone else may realize too late that he doesn't have enough money with him that day and three other people just don't have the right amount of change. One company I worked for solved this problem by having Accounting front the money for the lunches. The APOC kept tabs on how much each person owed (including their share of the tips) and gave us all a tally at the end of the week, indicating a total amount to be paid back to Accounting.

No matter how you do it, the process of bringing food into the office is time-consuming, but that extra hour spent in the office (and not at a restaurant) is often more valuable.

TIME MANAGEMENT

The use of a Distribution Log or a To Do List, ordering supplies and/or lunches that can be delivered instead of having a PA pick them up and having staff members fill out their own request forms for craft service, office supplies and lunches – are these all examples of procedures that (while also fulfilling other responsibilities) will save valuable time. Any process that keeps employees on track, keeps details more organized or replaces several steps with one will ultimately save time; there's too much to do and accomplish each day *not* to consider any and all effective time-saving methods.

Another vital key to effective time management is to prioritize. When you have ten things to do, ask yourself these questions about each task:

- What will happen if this isn't done in an hour?
- What will happen if this isn't done by the end of the day?
- Is this needed by call time tomorrow?
- Is it truly a rush?
- Who's waiting for this and how will it affect their work?
- Will it affect the schedule, a deal or someone's travel plans?
- Will not accomplishing this right away force someone to go into overtime or meal penalty?
- Will it prevent a shipment from getting out in time?

Being able to realistically answer these questions should put the importance of your tasks into the proper perspective. And prioritizing will not only save you time in the long run, but when all responsibilities don't share equal value, you'll be better able to accommodate new emergency situations when they arise.

OFFICE INVENTORIES, LOGS, AND SIGN-OUT SHEETS

All day long, there's a steady stream of items going into or out of the production office, and inventories, logs and sign-out sheets are your best bets for managing (and keeping track) of the multitude of items being rented or borrowed, purchased, shipped and used on your show. Keeping up with the forms that track these details is time-consuming, but the effort will ultimately save you time and money. Logs and sign-out sheets are kept for such things as raw stock film and other production-purchased assets, shipments (going out and coming in), walkie-talkies, cell phones, keys, parking passes, badges and scripts. You'll find examples of a selection of logs at the end of this chapter, but further ahead you'll find a few you can easily recreate on your computer.

Keep one of these for incoming and one for outgoing on separate clipboards or in binders.

SHIPMENT LOG

Date	Sent To	Sent From	Item(s) Sent	Method Sent	Anticipated Del. Date	Waybill#

KEY SIGN-OUT LOG

Date	Qty.	Key(s) To	Signature	Date Retn'd.

SCRIPT SIGN-OUT LOG

Date	Qty.	Script Date	Script No.	Requested by/Department	Signature

FIGURE 2.3

This one is for items borrowed from the studio or production company's asset inventory accumulated from other shows (like office furniture and accessories, computer equipment, microwaves, toaster ovens, coffeemakers, refrigerators, DVD players, monitors, etc.).

ON LOAN

Date	Item(s) Checked-out	Checked-out From/Location	Condition of Item(s) on Loan	Date Returned	Condition of Item(s) Returned

FIGURE 2.4

THE FILES

Part of running an efficient production office is establishing a complete set of files. This is a guide to organizing files and includes every category I could think of, some of which won't apply to all shows. Delete or add files as needed. Basically, any issue you deal with that necessitates major paperwork deserves its own file. If there's a chance your files could get mixed up with the files from another project, indicate the name of the show at the top

of each file folder label, with the heading underneath. And consider securing each file with an Acco® fastener, so the contents won't fall out.

Use Avery® file folder labels. Once you type out the headings, you can save them on your computer and use them on all of your shows.

Files of Blank Forms

More and more, many of these forms are completed, transmitted and stored electronically. But here's the full list – just in case you prefer hard copies:

Applications for Minors' Work Permits
Box/Equipment Invoice Forms
Box/Equipment Rental Forms
Cell Phone/Blackberry Sign-Out Sheets
Check Requests
Competitive Bid Forms
Confidentiality Agreements
Courier Slips
Crew Deal Memos
DGA Deal Memos
Equipment Rental Logs
Extra Vouchers
Fax Cover Sheets
I-9s
Insurance – Auto Loss Claim Forms
Insurance – Certificates of Insurance
Insurance – General Liability Claim Forms
Insurance – Request for Certificate of Insurance
Insurance – Property Loss Claim Forms
Insurance – Workers' Compensation Claim Forms
Invoice Forms
Letterhead
Loanout Agreements
Location Agreements
Location – Non-Filmed Agreements
Location – Parking Release
Location – Release Forms
Loss and Damage Reports
Maps to Locations
Maps to Office
Mileage Logs
Personal Vehicle Release
Petty Cash Envelopes
PO Extensions
Purchase Orders
Purchase Order Log Forms
Release Forms – Misc.
Request for Office Supplies
Request for Pick-Up/Delivery Forms
Safety – Acknowledgement of Guidelines
Safety Bulletins
Safety Check Lists & Forms
SAG – Exhibit G's
SAG – Taft/Hartley Reports
Sign-Out Sheets – Misc.
Start Paperwork Packets
Time Cards
Travel Authorizations
Vendor Credit Request Forms
W-9s
Walkie-Talkie Sign-out Sheets
Waybills
Wrap Reports

It's a good idea to make extra sets of these blank forms and files, because the ADs will eventually need copies on-set.

Files for Features, Movies for Television, Cable or Internet

Aerial Work
Animals
Art Department
Assets & Inventories
Budget – Cash Flow
Budget – Chart of Accounts
Budget – Cost Reports
Budget – Final
Budget – Preliminary
Call Sheets
Camera
Cast – Deal Memos
Cast – Employment of Minors
Cast – List
Cast – Photos
Casting Information
Catering
Check Requests
Cell Phones/Blackberrys
Cell Phone List
Clearances
Completion Bond Company
Confidentiality Agreements
Contact List
Continuity Breakdowns
Contracts – Above-the-Line
Contracts – Below-the-Line
Correspondence – Memos
Courier Log & Waybills
Crew Deal Memos
Crew Gifts – Photo – Wrap Party
Crew Information Sheets
Crew Lists
Crew Resumes
Customs
DGA Employment Data Reports
DGA Weekly Work Lists

Dailies
Day-Out-of-Days
Delivery Receipts
Director
Distribution
Distribution Agreement
Equipment (Miscellaneous)
Equipment Rental Logs
Expendables
Extra Casting
Final Film Reconciliation & Raw Stock Inventories
Forms (Misc.)
Grip – Electric
Hot Sheets – 1st Unit
Hot Sheets – 2nd Unit
Hotel – Motel Accommodations
Immigration
Insurance – Auto Accident Claims
Insurance – Auto Claim Log
Insurance – Cast Claims
Insurance – Certificates of Insurance – Equipment
Insurance – Certificates of Insurance – Locations
Insurance – Certificates of Insurance – Misc.
Insurance – Certificates of Insurance – Set Dressing, Props, Wardrobe
Insurance – Certificates of Insurance – Vehicles
Insurance – General Policy Info. & Correspondence
Insurance – Loss & Damage Claims
Insurance – Workers Compensation Claims
Interns
Legal
Location List & Maps
Locations – Local – Agreements, Permits & Releases
Locations – Distant – Agreements, Permits & Releases
Loss & Damage
Make-Up/Hair
Maps
Marine Department
Medicals
Miscellaneous
Music
Network (or Cable) Format
Network Standards & Practices (if applicable)
Office (Equipment, Furniture, Phones, Keys, etc.)
Office Lease Agreement
One-Line Schedule
Personal Releases
Picture Vehicles
Post Production – Schedule & Delivery Requirements
Post Production – Contact List, Correspondence, etc.
Post Production – Screen Credits
Pre-Production Schedule
Pre-Visualization
Producer(s)
Product Placement
Production Reports
Property
Prosthetics – Special Makeup Effects
Publicity
Purchase Orders – P.O. Log
Railroad Info. & Contract
Request for Pick-Up & Delivery Slips
Research Report/Clearances
Safety Memos & Reports
SAG – Casting Data Reports
SAG – Exhibit Gs
SAG – Fully-Executed Cast Contracts
SAG – Fully-Executed Pilot Contracts
SAG – Fully-Executed Stunt Contracts
SAG – Station 12
SAG – Taft-Hartleys
Script Continuity Photos
Script – Final
Script Revisions
Script Synopsis
Script Timing
Set Construction
Set Dressing
Shipping Manifests
Shipping Schedules & Logs
Shooting Schedule
Skins
Special Effects
Storyboards
Studio (or parent company)
Stunt Breakdown
Transportation – Vehicles
Travel Authorizations
Travel – Chartered Flight Info.
Travel – Flight Schedules
Travel – Movement Lists
Underwater Info. & Equipment
Union – Guild Information/Correspondence
Vendor Agreements
Vendor Correspondence & Price Info
Video Playback
Visual Effects
Walkie-Talkies
Wardrobe
Workers Comp/Injury Log
Workers Comp Claims
Wrap – Schedule & Memos
Writer(s)

Series Files

When setting up files for a television series, set up two sets – *general production files* and *episode files*. Episode files should have the name of the episode in capital letters at the top of each file folder label and the heading underneath.

General Production Files should contain files as listed previously (as needed), except for those placed in the episode files.

Episode Files (Three for Each Episode)

1. Complete script with all changes
2. Call Sheets and Production Reports
3. Cast List, Shooting Schedule, Day-Out-of-Days, One-Liner, Research Report, etc.

Day Files

It has become a common practice for production personnel to maintain *day files*. The files are kept in chronological order and labeled as follows:

DAY #1
(Day)/(Date)

with one file for each day of shooting. Each file contains all pertinent information for that day of shooting: call sheet, production report, camera report, sound report, film inventory, catering receipt, etc.

Individual call sheet and production report files can be kept (as indicated earlier); call sheets and production reports can be kept in day files or they can be cross-referenced and kept in both types of files. Use whichever system works best for you.

A complete set of files is particularly important when turning a show over to the studio or parent company shortly after principal photography. Before submitting files, however, go through the master set in addition to those kept by the producer(s), UPM, production supervisor, coordinator, location manager and art department coordinator. Pull out duplications (keeping originals when possible), so you're not sending six copies of everything. Consolidate and inventory all files, with an inventory of each box's contents on the outside of the box and a master inventory that you can submit separately.

My thanks to Michael Coscia and April Novak for reviewing this chapter for me and helping me update it – and to Stephen Marinaccio for the use of his terrific form.

FORMS IN THIS CHAPTER

- Confidentiality Agreement
- Daily Office To Do List
- Intern Notification
- Request for Pick-Up/Delivery

CONFIDENTIALITY AGREEMENT

Name: _____ Date: _____

Address: _____

_____

Re: [NAME OF PICTURE] (the “Picture”)

[NAME OF PRODUCTION ENTITY] ("Producer") has strict policies with respect to the dissemination of confidential production information. It is essential that you agree to hold confidential, and not disclose at any time to the public, the media or to any person or entity, any such confidential information
.
For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Producer is the sole and exclusive owner of all rights in and to all elements of Picture. Should you be privy to any production elements and/or information, or should any production elements and/or information become known to you, you shall not at any time directly or indirectly, disseminate, duplicate or in any other manner disclose including without limitation, texting, blogging by you or otherwise, or the use of social networking services including without limitation, Twitter, MySpace, Facebook and the like of any information of any kind dealing with or in any way relating to the development, production or exploitation of the picture, or any element thereof – including, without limitation, the screenplay, underlying literary material, locations, artwork, cast members (including their names and/or likenesses), crew members (including their names and/or likenesses) creative elements, or the business or affairs of the Picture or of Producer (collectively, "Confidential Information"). You acknowledge and agree that the Confidential Information derives independent economic value from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use. You acknowledge that any breach by you with respect to the Confidential Information will cause irreparable injury to Producer, not readily measurable in money, and for which Producer, without waiving any other rights or remedies, shall be entitled to injunctive relief.

Failure to comply with those policies may, at Producer’s election, result in your immediate termination, and Producer shall prosecute any such failure to comply to the full extent allowable under law, and reserves all of its other rights and remedies.

I have read the above, and I shall comply with such policies.

_____ _____

Signature *Date*

_____

Print Name

DAILY OFFICE **TO-DO** LIST

CHECK-OFF ITEMS AS THEY'RE COMPLETED DATE:_____

IN THE MORNING

FIRST PERSON IN:

- ☐ Stop on your way in to buy craft service food (donuts, bagels, fruit, juice, etc.)
- ☐ Check with front gate (or Security) to see if any packages had been dropped off during the night
- ☐ Inform Security you're in (if applicable)
- ☐ Put the coffee & hot water on, set-up craft service area, replenish bottled water supply if needed
- ☐ Turn on heat or air conditioning, open windows, unlock doors, turn on lights
- ☐ Check for messages on voice mail, write out and distribute
- ☐ Check for faxes, make copies & distribute
- ☐ Call weather service for today's weather report

LATER IN THE MORNING (DUTIES ASSIGNED BY PRODUCTION COORDINATOR)

- ☐ Finish copying and distributing incoming faxes/messages
- ☐ Copy, file and distribute daily paperwork sent in from set
- ☐ Check office supply area to determine what needs to be replenished/ordered
- ☐ Make sure there's an ample supply of Fed-Ex® envelopes & waybills, mailing supplies & postage
- ☐ Check craft service area to determine what needs to be replenished/ordered
- ☐ Check departmental wall envelopes to determine who didn't retrieve yesterday's messages or vital paperwork. Locate those individuals, relay messages & arrange for pickup or delivery of the paperwork
- ☐ Work out schedule of daily runs with the production coordinator or assistant coordinator

DAILY

- ☐ Make sure there's an ample supply of the latest complete script (with all changes)
- ☐ Make sure there's an ample supply of current schedules, crew lists, maps, script change pages, etc.
- ☐ Monitor the supply of fax cover sheets and other forms used daily. Replenish as needed.
- ☐ Distribute incoming mail
- ☐ File contents of "To File" box
- ☐ Track down and relay important messages to those who may not be in the office
- ☐ Check updated weather report
- ☐ Keep photocopy & kitchen (craft service) areas neat
- ☐ Help with clean-up after lunch
- ☐ Check to see if additional runs need to be made during the day
- ☐ Continually check fax machines for incoming faxes
- ☐ Check area surrounding offices for loose trash and/or cigarette butts. Clean as necessary
- ☐ Take all outgoing mail to post office by 4:30 p.m.
- ☐ Make sure over-night delivery packages are dropped off before scheduled deadline
- ☐ Monitor food and water supplies
- ☐ Monitor paper supplies (white legal and letter and 3-holed white, blue, pink, etc.)
- ☐ If you run out of things to do, ASK what you can do to help

AT NIGHT

- ☐ Call sheet distribution
- ☐ Tomorrow's weather report
- ☐ Make sure all copiers, fax machines and printers are fully stocked with paper
- ☐ Clean kitchen area, including: counters, dirty dishes, sink, coffee pots, cutting boards, knives, etc.
- ☐ Close & seal all opened food containers, store in ziplock bags and/or in refrigerator
- ☐ Clean photocopy & fax areas, restack and reorganize paper
- ☐ On nights cleaning service is not due, collect & bag trash & close dumpsters
- ☐ Straighten bullpen areas & replenish forms
- ☐ Prepare sides for the next day

LAST PERSON OUT:

- ☐ Close & lock windows, turn off heat or air conditioning
- ☐ Turn off lights
- ☐ Activate voice mail/answering machine
- ☐ Close & lock doors
- ☐ Call Security to let them know you're the last man out

FRIDAYS

- ☐ Mail approved Exhibit G's to SAG
- ☐ Mail certificates of insurance (not previously mailed) to insurance company
- ☐ Throw out old food from refrigerator
- ☐ Wash out refrigerator
- ☐ Prepare a list of who will be working over the weekend for Security

REMEMBER... KEEP A NOTEPAD & PEN WITH YOU AT ALL TIMES, TAKE NOTES, AND IF YOU HAVE A QUESTION -- ASK.

A Stephen A. Marinaccio II form©

INTERN NOTIFICATION

PRODUCTION COMPANY _____

SHOW _____ DATE _____

INTERN'S NAME _____

SOCIAL SECURITY NO. _____

ADDRESS _____

_____

HOME PHONE# _____ E-MAIL _____

HOME FAX# _____ MOBILE PHONE# _____

WORK CAPACITY _____

DEPARTMENT _____ SUPERVISOR _____

TO WORK AT THE FOLLOWING LOCATION(S) IN THE FOLLOWING STATE(S)

_____ _____

_____ _____

_____ _____

DATES OF SERVICE: FROM _____ TO _____

TO WORK _____ Days Per Week _____ Hrs. Per Day

☐ PAID INTERNSHIP @ $_____ ☐ per hour ☐ per day ☐ per week

☐ UNPAID INTERNSHIP

☐ SCHOOL CREDIT College/University _____

Phone# _____

Contact _____

COMPANY TO PROVIDE: ☐ LUNCH - CATERED ON SET OR $_____ MAX. OFF SET

☐ MILEAGE REIMBURSEMENT @_____¢ PER MILE
(DOES NOT INCLUDE DISTANCE TO & FROM REPORT-TO LOCATION)

☐ REIMBURSEMENT OF GAS RECEIPTS

☐ HOTEL ACCOMMODATIONS (IF SO, INTERNS MAY SHARE ROOMS)

☐ OTHER _____

AGREED TO _____
Intern's Signature

APPROVED BY _____

REQUEST FOR ☐ PICK-UP ☐ DELIVERY

SHOW_____ DATE_____

REQUESTED BY_____

ITEM(S) TO BE PICKED-UP/DELIVERED_____

_____

_____

_____

_____

PICK-UP FROM/DELIVER TO (INDIVIDUAL)_____

(COMPANY)_____PHONE#_____

ADDRESS_____

_____

DIRECTIONS (if needed)_____

_____

_____

_____

_____

PICKUP/DELIVER BY:

☐ _____ (A.M.) (P.M.)
☐ AS SOON AS POSSIBLE
☐ TODAY, NO SPECIFIC TIME
☐ NO RUSH – WHENEVER YOU CAN

☐ REFERENCE P.O.#_____
☐ CHECK REQUIRED FOR PICKUP
☐ SEE RECEPTIONIST

COMMENTS/SPECIAL INSTRUCTIONS_____

_____

_____

_____

_____

DATE & TIME OF PICKUP/DELIVERY_____

ITEM(S) DELIVERED TO (PRINT NAME)_____

RECEIVED BY (SIGNATURE)_____

(ALL PICK-UP & DELIVERY SLIPS ARE TO BE KEPT ON FILE IN THE PRODUCTION OFFICE)

Chapter 3

Basic Accounting

INTRODUCTION

As I work on the new edition of this book, I'm constantly reminded of how much the industry has changed since the previous edition was released. When it comes to Accounting, what comes to mind immediately is how the size of the accounting department has exponentially grown by leaps and bounds. I know this dates me, but I remember that on the small to moderately budgeted features and television shows I used to work on, we always had a two-person accounting department – maybe three if it was a bigger show – the third person being a payroll accountant. On the last feature I worked on, there were 12 people in the accounting department (which included two payroll accountants and a construction accountant). It's also fairly common now to send an advance person/accountant to each distant or foreign location to set up the department before the rest of the accounting team arrives. And I've heard that on big international studio films, it's not unheard of to employ an accounting department of 25 to 30 people.

I asked some of my accountant friends why they think this is, and they point out that they're under more scrutiny, that there are more reporting procedures than ever before – especially now that all the major studios and networks are owned by major corporations. More red tape and the fact that Enron and other high-profile corporate scandals have left us with an array of new anticrime and antifraud laws. Just look at how thick the start paperwork packets have become and at some of the items they contain – like Conflict of Interest and Standards of Business Conduct guidelines. Everything employees are given to read and sign dictates that they must perform their jobs by the book – and the book just keeps growing thicker and heavier all the time.

The accountant's proverbial plate is overflowing these days with multiple rebates to apply for, cast and crews from multiple states and/or countries with corresponding reporting requirements, more shows shooting on multiple locations and sometimes more than one studio or financing entity to answer to. Not only have reporting procedures become more rigorous, but newer and more complex accounting systems are being used. And although long gone are the days when budgets were being done by hand, having the latest technology in budgeting software doesn't necessarily make the process less time-consuming, because studios and producers now routinely request various scenarios on each budget. Accountants can be kept busy for weeks on end coming up with multiple versions based on different locations or combinations of locations. All in all, it appears that the more they *can* do, the more they're required to do.

In a post-9/11 world, some studios have installed a system that allows them to check each new vendor against a terrorist watch list, and I recently heard that one studio is now doing criminal background and credit checks on all of the accountants they hire.

Another answer I received to my question as to why accounting departments have grown reflected a belief that when it comes to features was that many directors aren't as prepared as they should be, and they change their minds often (I also know some producers who change their minds on a fairly regular basis as well); plus, they're allowed to. So it's not uncommon (especially on the larger studio pictures where schedules and budgets aren't carved in granite) for schedules to increase, locations to change, scenes to be added, stunts and effects to become more elaborate, one unit to become two, two to become three or another high-paid producer to be brought onto the picture halfway through principal photography. And without a doubt, multiple changes of any kind ultimately add time and expense to a picture and increase the load of the accounting department.

Low-budget and ultra-low-budget shows still have rather small accounting departments, and one-hour episodic shows generally employ a four- to six-person accounting team, but the rather large staffs on the bigger features still amaze me.

This chapter won't teach you how to become a qualified production accountant or how to budget your film. What is intended is for you to gain an understanding and appreciation of what a production accountant does, how an accounting department functions, how a budget is created and how costs are tracked. Defining the following responsibilities and procedures will help to explain how significantly large sums of money are handled, dispersed, accounted for and effectively managed to facilitate the needs of an entire production.

THE PRODUCTION ACCOUNTANT

On studio films, network shows and indies produced by established production companies, the accountant will work closely with both an in-house finance and production

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executive – the finance executive being the individual who often hires (or at least approves the producer's request for the) accountant. On other shows, the accountant may deal directly with a representative of the completion bond company and/or the financing company. On a day-to-day basis, he or she works closely with the show's producer. Having to essentially work for and answer to both the studio/bond company/financiers and the producer is one of the most challenging aspects of any accountant's job – especially when the needs and interests of both parties aren't always the same.

The accountant is responsible for contributing to the preparation of the budget, monitoring all costs incurred and is essentially the guardian of the production's purse strings. They're instrumental in opening the production's bank account(s); are one of the signators on the bank account; are responsible for creating cash flow charts, *daily hot costs* and weekly cost reports; managing and supervising the accounting department; working with department heads in overseeing and managing their individual budgets and keeping the studio, producers, bond company (if applicable) and production manager constantly apprised of where the show is financially. The accountant is frequently asked to estimate how potential changes to the schedule, cast, sets or locations will in turn affect the budget (something that occasionally must be determined after the fact). Estimating how any given production-related decision or change will affect the budget requires a knowledge of production-related expenses, union rates and regulations, in addition to the ability to predict costs. (This often comes intuitively after a certain amount of experience in this position.) Offsetting overages created by overtime days and meal penalties, the accountant will often pull funds not being fully utilized from one account and transfer them to an account that's over budget. If no amount of shifting money from one account to another can help the fact that the production is over budget, then the accountant will generally meet with the finance and/or production executive, producers and/or production manager to decide how to best remedy the situation. If there's no choice but to remain on budget, such decisions may include cutting out a location, scheduling shorter days or even shaving a day off of the schedule if necessary.

Nowadays, accountants need to be conversant in incentive-speak and become thoroughly familiar with the incentive programs being offered in the states or countries where they're working, so they can set up a system that properly tags and isolates expenses that qualify for all appropriate rebates and/or tax credits. And for those studios/productions that track a show's carbon footprint, they'll likewise tag all fuel and utility expenses as well as receipts for harmful materials (such as those used to create explosions, for example). The same system of tagging and isolating expenses is required for costs relating to insurance claims.

Working on foreign locations and/or with international crews, the accountant may need to open and monitor various bank accounts in multiple currencies. If the accountant doesn't purchase the foreign currency, then it's generally done by someone within the studio, network or production company's finance department who must monitor the exchange rate and anticipate when to buy and how much to buy at any one time. Once foreign currency is deposited into a bank account, the accountant is responsible for keeping track of how much is being spent in each currency and for submitting a request when additional funds are needed. The trick is to have little foreign currency left at the end of the shoot, because what's not used must then be sold off.

In many cases, at least one additional accountant or assistant accountant from the country you're working in should be hired to assist in paying local crew and vendors and in meeting local government and union obligations. They'll also help you with cash flow projections in the currency of their country. When working on distant locations, it's always a good idea to have at least one local on the accounting team who knows that state's payroll regulations and local union guidelines. And while you're at it, you may want to make it at least two locals, as it really does makes sense to hire a local accounting clerk rather than to bring one with – thus saving on airfare, housing and per diem. But no matter how many locals are hired, accountants almost always bring their first accountant along, because this is the person who knows the accounting system, how the studio, network or production company operates and what they expect.

For those interested in becoming a production accountant, it's a position that doesn't necessarily require a financial background. Having been a bookkeeper or being a CPA would be helpful, but isn't mandatory. What is essential is having a fair amount of common sense. One can work their way up the accounting department ladder starting as a clerk, moving up to a second assistant or a payroll assistant, first assistant and then accountant. It's a position that carries with it a great deal of responsibility and innumerable challenges. And it's job that remains the same whether it's on a $1 million show or a $250 million show. The only thing that changes is the volume and the size of your staff.

THE ACCOUNTING DEPARTMENT

As already stated, accounting departments have grown considerably over the past several years. But the basic structure of the department is comprised of the accountant, a first assistant accountant (there are sometimes more than one first assistant, especially on shows shooting in multiple countries), any number of second assistant accountants, a payroll accountant (or two), a construction accountant and at least one accounting clerk.

This department, headed by the production accountant, is responsible for opening vendor accounts; processing check requests and purchase orders; paying the production's

bills (accounts payable); processing payroll; dispersing petty cash; making sure studio or production company accounting procedures are being adhered to and that all state, federal, union and contractual obligations are being met as they come due. They also play a major role in preparing insurance claims.

When it comes to the dispersing of money on a production, it seems as if everyone's in a hurry and everything is urgent. Some requests for cash or checks are indeed time-sensitive and needed immediately, but rush requests that aren't crucial may stem from overzealous crew members. Part of the accounting department's job is to prioritize the needs of the production and to make sure that payments are made in a timely manner. Responsible accounting, however, dictates that prior to any funds being dispersed, certain steps (safeguards) must be taken. The first is the auditing of the *check request* or *invoice* to make sure the charges are correct and fit within the perimeters of the budget. There must be substantiating backup as well, such as an original contract, invoice, *purchase order* or check request (the amounts of which must match the amounts on the contract, bid, request or invoice), and approvals must be obtained from the department head and production manager, production supervisor or producer. As a last measure, the check is generally signed by two different people (who first have to be located), making it impossible for any one person to issue funds without the other's knowledge or approval. So should you find yourself in the position of the person asking, you'll now (hopefully) have an appreciation for what the accounting department must go through before you can receive your emergency check.

HANDLING PAYROLL

Most productions rely on the services of a payroll company to handle the payroll for their staff, cast and crew, and these companies are set up to pay both union and nonunion employees. The payroll company becomes the *employer of record*, and being such, show employees are covered by their workers' compensation policy. A payroll company's fees will vary depending on the payroll company, your budget and your relationship with the payroll company. Charges have traditionally been negotiated at $10 per check for all above-the-line payments and a one-half percent fee based on the below-the-line payroll (although some companies are now using new payment models). The production company or studio will select the payroll company to be used, and the accountant will designate an individual to oversee all payroll matters. On larger shows, it would be a payroll accountant who would deal exclusively with payroll. On smaller shows, it might be a first assistant who would handle payroll along with other responsibilities. Whomever this individual is, she or he is responsible for the following: making sure that start paperwork for each employee is properly and promptly submitted; getting accurate in and out times for each member of the cast and crew – information that should be listed on the daily production report; making sure that hours listed on the production reports match employees' time cards; knowing all local guild and union contracts, along with state and federal payroll guidelines; calculating time cards (cast, crew and staff); verifying that any sixth and seventh days worked had been preapproved; flagging any irregular or suspicious time cards and bringing them to the attention of the accountant and/or production manager; submitting production manager–approved weekly time cards to the payroll company in a timely manner and approving the payroll company's audit on Wednesday (or the third day of the shoot week) before checks are cut and issued on Thursday (or the fourth day of the shoot week) or Friday (or the fifth day) when on distant location due to the time that may be needed to ship the checks to location. This individual also tracks the payment of all box rentals, per diems, mileage reimbursement and car allowances; deals with actors' agents on cast payroll issues and answers all payroll-related questions from crew members. Working closely with the payroll company, it's necessary to make sure the payroll checks are ready on time, that they're prepared correctly, that errors are quickly remedied and that all appropriate union and guild hours and fringes are reported and submitted as required.

PAYROLL COMPANIES

Few productions still handle their own payroll, because using a payroll company makes so much sense. Above and beyond cutting payroll checks, payroll companies pay all appropriate payroll taxes and union benefits, report union hours, provide workers' compensation insurance, pay residuals, issue W-2s, provide the accounting system for their clients' shows and handle trust accounts for child actors. They're signatory to all the unions and guilds, have a labor relations department that's made available to their clients, and advise on all matters relating to incentive programs.

Each of the major payroll companies (such as Entertainment Partners and Cast & Crew) license accounting system software (on a show-by-show basis) to the studios and production companies they do business with. This system interfaces with your show's payroll and allows the accounting staff to input accounts payable, purchase orders, petty cash expenditures, etc. It generates reports such as general ledgers, trial balances, check registers, cost reports and a "bible" (a history of all the accounting transactions on your production). It wouldn't be practical to use one payroll company to handle a show's payroll and to license the software package from another, as it makes sense to be able to download the production's payroll records onto the software program being used.

ACCOUNTING GUIDELINES

Start Paperwork Packets

On their first day on a new show, crew members are given a packet of paperwork. This packet (which keeps growing in size) may include some or all of the following:

- A blank deal memo form (to be approved by the UPM after it's completed)
- An additional DGA deal memo form for DGA members
- Payroll company's Start/Close form (regular or loanout); regular Start/Close forms contain a U.S. Immigration *I-9 Form* at the back
- If the employee is a loanout: an *Inducement Form & W-9*
- A blank time card
- Filmmaker's Code of Conduct
- Request for insurance beneficiary designation/emergency contact/doctor information
- Crew Info Sheet (to be completed and kept on file in the production office)
- Injury and Illness Prevention Program (IIPP), which includes a set of safety procedures
- Acknowledgement of Safety Guidelines
- Travel Policy Acknowledgement/Travel Accident Form
- Environmental Guidelines
- Standards of Business Conduct (see Chapter 9 for more information on this)
- Standards of Business Conduct Acknowledgement
- An Accounting Procedures Memo (this will generally cover procedures pertaining to payroll, box rentals, vendor accounts, competitive bids, purchase orders, check requests, petty cash, assets, automobile allowances, mileage reimbursement, invoicing and additional taxable income)
- Box Rental Inventory form
- Blank Box Rental Invoice form
- Car Allowance form
- Discrimination and Sexual Harassment Policy
- EEOC (Equal Employment Opportunity Commission) Form (acknowledgement of federal employment discrimination laws)
- *Personal Vehicle Release*

Payroll

Certain studios, networks and production companies have specific salary ceilings for crew and staff that can't be exceeded, except by executive approval. This is information the line producer, UPM, production supervisor and accountant will receive before hiring begins. Unless dictated by union or guild guidelines, few production companies will guarantee an employee a set period of employment. Some will negotiate a guaranteed number of daily hours, but for a nonexempt employee, approval is generally required for anything more than an eight-hour day. Although most of the crew is paid by the week, weekly rates are prorated on a daily basis for partial weeks worked.

A nonexempt employee is hired on an hourly basis, whereas someone paid on a weekly flat rate is considered "exempt" from overtime. Exempt employees are also considered *on-call* – employees hired on a weekly basis with no minimum or maximum guaranteed hours of employment – guaranteed only a number of hours submitted for purposes of pension and health contributions.

For union shows originating from the West Coast, certain categories of union/crew members must be cleared through the Industry Experience Roster (IER) prior to their employment. The IER encompasses more than 125 job classifications, which span the jurisdiction of 19 unions within the motion picture and television industry. Those on the list have acquired a certain level of work experience within their specific craft and are members in good standing of their respective locals.

A member of the accounting department is usually responsible for going to the Contract Services Administration Trust Fund website (www.csatf.org) to verify that the names of new hires are on the IER. If a union crew is being hired in other parts of the country, be sure to check out the local requirements for verifying the union status of each new hire.

All individuals are subject to withholding of applicable federal, state and local taxes – except those with *loanout* corporations. Under these circumstances, the corporation "loans out" the employee's services to the production company, the employee's compensation is paid directly to the corporation, and the corporation is responsible for all applicable payroll taxes. Most studios dictate which positions can be paid as a loanout through their corporations, and they generally include the actors, writer(s), director, producer(s), casting director, director of photography, production designer, costume designer, editor, stunt coordinator, sound mixer and music composer. Those who qualify are asked to complete a Loanout Agreement and Inducement form and provide the accounting department with a stamped copy of their articles of incorporation. The corporation must also be qualified to do business in the state in which the production company operates, or state income taxes are assessed.

All employees (those subject to withholding as well as loanouts) must complete a U.S. Immigration I-9 Form (substantiated with a valid driver's license and social security card, birth certificate, U.S. passport or alien registration card). Time cards are due at the end of the last working day of the week. They must include the employee's name, project name and social security number or tax ID number – clearly printed. While indicating actual hours worked and the time taken for meals, the use of military time is preferred. On union shows, the hours worked are calculated by tenths, where each six-minute period is one-tenth of an hour. The following figures will help you reference military time and tenths.

Military Time	
A.M.	P.M.
1:00	+12 = 1300 hrs.
2:00	+12 = 1400 hrs.
3:00	+12 = 1500 hrs.
4:00	+12 = 1600 hrs.
5:00	+12 = 1700 hrs.
6:00	+12 = 1800 hrs.
7:00	+12 = 1900 hrs.
8:00	+12 = 2000 hrs.
9:00	+12 = 2100 hrs.
10:00	+12 = 2200 hrs.
11:00	+12 = 2300 hrs.
12:00	+12 = 2400 hrs.

FIGURE 3.1

TENTHS	MINUTES					
1	1	2	3	4	5	6
2	7	8	9	10	11	12
3	13	14	15	16	17	18
4	19	20	21	22	23	24
5	25	26	27	28	29	30
6	31	32	33	34	35	36
7	37	38	39	40	41	42
8	43	44	45	46	47	48
9	49	50	51	52	53	54
10	55	56	57	58	59	60

FIGURE 3.2

Time cards must be approved by a department head prior to being turned in. Those not turned in on time may result in late paychecks.

Paychecks are issued on the fourth work day of the following week – usually Thursday (or Friday if Monday was a legal holiday or if the company is shooting on a distant location). If there's an error on a paycheck, it should be politely discussed with the production accountant or payroll accountant on any day except time card day (the first day of the work week), as this is the deadline to get time cards to the payroll company if Accounting is to get the paychecks back in time. If there's a valid error on a check, the payroll company will be contacted and the adjustment made. If a cast or crew member approaches the accountant or another member of the accounting department as if they're trying to cheat them out of their hard-earned money, they'll be anything but cooperative in helping to rectify the problem. Most payroll errors are inadvertent mistakes (often made by the payroll company) and are easily corrected. If the perceived error concerns a differing interpretation of a deal, rate, hours or union-related issues, it should be cleared up by discussing it with the person who approved the original deal (the line producer, production manager or production supervisor).

Note the illustration up ahead that will show you how to correctly fill out a time card.

Box Rentals

Those who have an approved deal that includes a box rental must complete an itemized inventory of the box/kit contents. They should check with Accounting regarding whether this payment can be included on their weekly time card or if they need to invoice for it. (See Box/Equipment Rental Inventory Form.)

With regard to box rentals for computers, the standard industry payment has been $50–$100 a week, but now the standard includes a standard cap of $1,000 per show. Furthermore, some studios and production companies allow a computer rental fee only for certain individuals, like the assistant directors, production coordinator and assistant coordinator, art department coordinator, location manager, script supervisor and assistant editor.

Vendor Accounts

At the start of a new show, some studios and production companies will supply their production personnel with a list of *preferred* vendors they're expected to use – vendors who have negotiated set (usually discounted) rates for all shows being done by that studio or production company. Other studios and production company executives understand that the production personnel on their shows may have solid, long-standing relationships with certain vendors, which they're fine with – as long as they use established and known vendors whose prices are competitive. But even when the production isn't required to use certain vendors, the UPM, production supervisor and/or coordinator should check with the production or financial executive to find out:

- Which vendors the production company already has established accounts with
- Which vendors the company might have discounted rates with
- Whether the production company has any vendor rental credits that could be transferred to your show

Even if the studio or production company has accounts with vendors the crew would like to use (and the production is still entitled to whatever discounts the company may have prenegotiated), Accounting may still be required to open new accounts for your particular show – especially if the show is being produced under a separate entity.

Once Production or individual department heads have a list of vendors they'd like to open new accounts with, that list should be given to Accounting and should include the vendors' names, contact names, phone and fax numbers and e-mail address if possible and should indicate who in each

CREW TIME CARD

PICTURE (1)		PROD.#		GUAR. HRS.	WEEK ENDING (5)
NAME (2)		SOCIAL SEC..# (3)		JOB CLASS (4)	ACCOUNT#
LOAN OUT		FED. ID#		LOCATION (6) CITY / WORK STATE	COUNTY / FOREIGN [ ]

CODING	DATE (7)	LOC	DAY	CALL (8)	1ST MEAL OUT (9)	1ST MEAL IN (10)	2ND MEAL OUT (11)	2ND MEAL IN (12)	WRAP (13)	RE-RATE	OCC CODE		1X	1.5X	2X		PNLTY	ACCNT#	RATE	TYPE	HRS.	TOTAL
			1ST																	REG		
			2ND																	1.5X		
			3RD																	2X		
			4TH																	2.5X		
			5TH																	3X		
			6TH																	M.P.		
			7TH																			
											TOTAL HOURS								TOTAL AMOUNT			

ACCNT.#	MEALS-ALLOW.	MEALS-TAXABLE	PER DIEM ADV.	ACCT.#	LODGING-ALLOW.	LODGING-TAXABLE	PER DIEM ADVANCE
ACCT.#	BOX RENT (14)	ACCT.#	CAR ALLOW (15)	ACCT.#	MILEAGE-ALLOW.	MILEAGE-TAXABLE	MILEAGE ADVANCE
CHECK ONE [ ] BOX RENTAL INFORMATION ON FILE (16) [ ] BOX RENTAL INFORMATION ATTACHED				ACCT.#	2ND CAMERA	OTHER	SALARY ADVANCE

COMMENTS

PRODUCER AND EMPLOYEE ACKNOWLEDGE BY SIGNING THIS CARD THAT IF NO HOURS ARE RECORDED, PAYROLL CO. WILL PRESUME THAT ONLY THE GUARANTEED HOURS WERE WORKED.

EMPLOYEE (17)
SIGNATURE X _____

(18)
APPROVED X _____

PLEASE REFER TO THE ABOVE ILLUSTRATION TO MATCH THE NUMBERED NOTES. FILLING OUT YOUR TIMECARD IS A SIMPLE TASK IF YOU FOLLOW THESE GUIDELINES:

1. NAME OF YOUR SHOW
2. YOUR NAME
3. YOUR SOCIAL SECURITY NUMBER
4. YOUR JOB TITLE
5. WEEK ENDING DATE
   (Usually Saturday's date, but ask your accounting dept. if you are unsure)
6. CITY AND STATE YOU ARE WORKING IN
7. DATE(S) OF WORK (MONTH/DAY)
8. TIME OF YOUR CALL (REPORT TIME)
9. TIME YOU LEFT FOR LUNCH
10. TIME YOU RETURNED FROM LUNCH
11. TIME YOU LEFT FOR DINNER (SECOND MEAL)*
12. TIME YOU RETURNED FROM DINNER (SECOND MEAL)*
13. TIME YOU FINISHED WORK (WRAP TIME)
14. AMOUNT OF YOUR BOX RENTAL FOR WEEK*
16. CHECK APPROPRIATE BOX IF YOU HAVE A BOX RENTAL*
17. YOUR SIGNATURE
18. DEPARTMENT HEAD'S APPROVAL

**THESE BOXES APPLY IF APPLICABLE*

OTHER NOTES:
If you are to receive mileage, you will fill out a mileage log sheet and turn it in with your timecard. Leave the mileage box empty. Accounting will fill in the amount.

Use COMMENTS section only to note upgrades, etc.

Please print legibly. It will help in getting your paychecks to you on time.

Remember -- the accounting department needs as much space as possible to do its calculations, so please leave the rest of the timecard blank.

department is authorized to make purchases/rentals on each account. No one should set up an account on their own, and vendors should be asked to fax or e-mail their credit applications to Accounting along with a completed W-9 (Request for Taxpayer Identification Number and Certification) form. Also inform all vendors that once accounts are opened, orders should not be accepted without a purchase order (PO).

All equipment packages should come with a rental agreement and/or contract that describes in detail the terms of payment, payment schedule, the cost of add-ons, insurance requirements, loss and damage settlements and the cost/terms of keeping equipment longer than anticipated due to schedule overages.

Competitive Bids

Most studios and production companies will require two or three competitive bids on all major purchases and rentals. This is almost always mandatory when it applies to the

rental of equipment owned by department heads and other members of the crew, as it's a conflict of interest for employees to have a financial interest in companies the production will be doing business with. So any rentals (or purchases) made from a crew member must be fully disclosed. The employee must have a valid company and provide the production with a formal rental agreement.

Each company will have their own guidelines as to which rentals or purchases require multiple bids. These typically include (but aren't limited to): Camera, Grip, Electric and Sound Packages, Catering and Visual Effects. You'll find a *competitive bid form* at the back of the chapter and will notice that it includes a section for explanation, if, for whatever reason, the lowest bid isn't the one selected. Once the form is completed, copies of the three proposed bids should be attached to the back. The production executive, UPM and accountant should all sign off on the form, and the form (along with the attached bids) should be kept with the show's financial files.

Purchase Orders

Use of purchase orders is Accounting's most valuable method of tracking and forecasting costs. Most production companies so seriously and stringently enforce this policy that many refuse to pay invoices that don't have purchase orders. If your accounting department doesn't send out letters informing vendors of this policy, then it's everyone's responsibility to inform the vendors they're working with that all invoices must reference a PO number. Also, never hold a purchase order until the corresponding invoice arrives. Department heads should sign off on all POs before submitting them for approval and should submit them as soon as possible so that the cost can be approved and accounted for.

Purchase orders must be used whenever possible for purchases, rentals and/or services with vendors the company has, or will have, an account with. If cash isn't being used for a particular purchase or rental, and Accounting hasn't already issued a check for it, it needs a PO. Purchase orders are obtained from the accounting department or production coordinator and must be completely filled out and approved before an order or purchase can be made. It must also be determined that the cost of this purchase, rental or service is covered within the confines of the budget. If the purchase order is for $500 or less, it's generally approved by the production manager or production supervisor. If the purchase order is for more than $500, it may require the approval of a producer or studio executive.

When a purchase order number is received, it should be for the exact items and amount indicated on the PO. If additional items are added to an order at a later time, a new PO is needed, as the existing one can't be altered once it's been approved and submitted to Accounting. If it's necessary to extend the date of a rental, some accountants will require a new purchase order, some will ask for a PO extension form and still others will prefer that the extended dates be written on a copy of the original PO and resubmitted.

Purchase orders must (legibly) indicate the name, address and phone number of the vendor, the vendor's federal ID number (if the business entity is a corporation) or Social Security number (required by federal law), a detailed description of the work, materials ordered or items to be rented. If it's for a rental, it must indicate when the rental begins and when it'll end. Purchase orders should also include a set number if applicable. Once received by Accounting, each PO is coded based on the budget's chart of accounts (see farther ahead for information on chart of accounts), so that each cost is attributed to the proper account.

An open-ended PO is rarely issued and will be allowed only under special circumstances and with prior approval. If the exact dollar amount of the purchase, rental or work is not known at the time the purchase order is issued, it should reflect an estimated amount that will not be exceeded. Any charge exceeding this amount must have prior written approval, and unapproved overages could be rejected.

If the PO is being issued by the production department, a copy should be made for the production files before submitting it to the accounting department. Accounting will obtain approval signatures (if not already signed) and distribute fully executed copies to the department head and vendor.

Accounting keeps its own log of purchase orders, and the production coordinator (or assistant coordinator) generally keeps a running log of the POs issued by the production office. This log should indicate the date, vendor, item(s) being purchased or rented, amount of purchase or rental, date of rental return and the department to which each PO is assigned. Also noted on the PO log are purchases that at the end of the show become part of the company's asset inventory. As these costs are entered into the system, assets generally valued between $50–$100 are automatically scheduled on an ongoing asset list monitored by Accounting.

Check Requests

When a purchase order can't be used and a check is needed right away, the process of obtaining that check begins by obtaining a Check Request form from the production or accounting department. After it's filled out completely, the UPM or production supervisor must approve it before payment can be made and an original invoice, contract or other form of substantiation must be submitted to back up the request. If an original invoice hasn't yet been received, ask the vendor to fax or e-mail

you a copy; and attach that to the check request (noting that the original will be submitted as soon as it arrives). As with purchase orders, don't hold up the check request process waiting for an original invoice.

Each check request should contain the following: vendor name, address, phone number, tax ID number or Social Security number, department/individual requesting the check, a set number (if applicable) and a description that includes as many of the following details as possible:

- Is this for a purchase, rental, service, location fee, petty cash advance or deposit?
- If it's for a deposit, is it refundable or to be applied to the final bill?
- Is this a partial payment or the first of many?
- What are the terms of the purchase, rental or service?
- Is the check to be mailed or held for pickup?
- What's the total amount to be?
- Specify date and time check is needed

If a check is needed immediately and the UPM or production supervisor isn't present to approve the request, an effort should be made to locate him or her and to obtain verbal approval over the phone or via walkie-talkie. If the UPM or supervisor can't be found, approval should be obtained from the producer or studio executive. Keep in mind, however, that as much as everyone hustles to get an emergency check out as soon as possible, Accounting still needs time to process the request and to obtain the necessary approvals and signatures. The process is rarely instantaneous.

Items purchased by check requests (with substantiating backup) for the purchase of tools, props, wardrobe, etc. (anything that can be considered a company asset) also becomes part of Accounting's asset inventory log. Major assets should also be noted as such on your purchase order inventory log.

Petty Cash

Petty cash should be used for small purchases that aren't covered by a purchase order or check request, generally for items such as fuel for company vehicles, parking fees, expendable supplies, small props and miscellaneous office supplies. Although most studios prefer petty cash to be used for items costing less than $100, most place a $200–$400 cap on receipts that can be paid in cash. Petty cash is requested via a Check Request form or a specific *Request for Petty Cash Advance* form that's approved by the UPM. Those receiving petty cash will receive a check in their name (or actual cash, to be determined by the production accountant) and a petty cash envelope to keep track of all petty cash expenditures.

Anyone receiving a cash advance from another person in the company will need to sign a *Received of Petty Cash* slip acknowledging receipt of the cash. The person advancing the funds will also sign the slip. When petty cash receipts are turned in, it's the responsibility of the individuals who had been given the cash to retrieve and discard the Received of Petty Cash slip, so they will no longer be responsible for the money.

Petty cash receipts (originals only) should be numbered and neatly taped to 8½×11 sheets of paper, in sequence, each clearly labeled as to exactly what it's for. Use one side of the paper only, and don't overlap receipts. Date and list the corresponding numbers on the front of the envelope, along with a description of each item. Use ink, and add your name and department in the appropriate spaces. If applicable, provide the set numbers that correspond to the purchases listed, and have department heads approve all envelopes being submitted from their respective departments.

All petty cash receipts are subject to approval, so the crew should be made aware of the regulations pertaining to petty cash expenditures imposed by the studio or production company – standard guidelines such as:

- If one individual advances any of his petty cash to other individuals, he is still responsible for all the receipts and for the collection of any outstanding sums.
- Services of individuals or casual labor must be paid through the payroll company and not through petty cash. In case of emergencies, however, or last-minute site rental fees, have the individual you're paying write out a receipt that includes his or her name, address, telephone number, tax ID number or Social Security number and a signature for receipt of the cash. Examples of when this might be appropriate would be if Props or Set Dressing were to buy an item from an individual at a flea market or garage sale or a location manager would have to make a "courtesy" payment to a disgruntled resident in a neighborhood where the production is shooting.
- Some companies require receipts for gasoline charges to be identified by date, driver's name, vehicle license plate, quantity purchased, price per gallon and gas station.
- Meals purchased with petty cash often require preapproval from the UPM.
- It's an IRS requirement that restaurant charges over $25 be submitted on credit card receipts, but the charge receipt alone isn't sufficient. Also submit the detailed restaurant receipt that lists the food and drinks ordered.
- On the restaurant receipt – alongside each menu item, note the name of the individual who ordered that item.
- Restaurant receipts in the form of check stubs are no longer acceptable (at any company). If the restaurant eaten at or ordered form only takes cash and only offers receipt stubs, they should be asked to write out an itemized receipt and to staple one of their business cards to it.
- Receipts for cigarettes, cigars or alcoholic beverages for non-prop use will not be accepted.
- Only original receipts are acceptable – no photocopies.

- All petty cash envelopes must be done in ink – not pencil.
- All receipts must have the vendor's name, address and telephone number imprinted or stamped on them (if not, once again, staple one of their business cards to it).
- Note any petty cash purchases that will become company assets (usually anything over $50).
- When cash or change is used for things there are no receipts for, such as parking meters or gratuities, a receipt should be made up noting what the expense was for and the date(s) incurred.
- If a receipt doesn't clearly indicate what was purchased, a brief description should be written on the paper next to the receipt. Unclear, incomplete or illegible receipts will not be accepted.
- On each receipt, circle the date, vendor's name and the amount of the purchase. Don't use a highlighter for this, as the highlighter causes the printing to fade on certain paper receipts.
- Submit petty cash envelopes once a week or, ideally, when you've spent half of your money. Date, list and total all expenditures. Don't seal the envelope. Once approved, the accounting department will either reimburse the total in cash or issue a check for the amount of the expenditures, keeping the initial draw ("float") at the same balance. At the completion of principal photography or wrap, the balance of receipts and remaining cash must be accounted for before the person responsible for the petty cash leaves the show.
- Petty cash expenditures not accounted for by the end of one's employment on a film will generally be deducted from that person's final paycheck.

Tales from The Trenches
From my friend, Tom Udell

I had a large sum of money in a certain compartment of my briefcase. But I had a cough, and in Australia, where I was working at the time, they happen to have cough syrup with codeine in it, available over the counter. So on my way into work, I took a swig of cough syrup with codeine and then stuffed the bottle of cough syrup into my briefcase – as luck would have it, into the same compartment where I had the cash. Of course, the bottle leaked all over the cash, and I had to spend most of that night laundering money.

Lesson? I suppose the lesson is that if you get involved with drugs, you'd better be prepared to launder your money.

Online Purchases

The rules got a bit blurred when certain department heads started making online purchases for items needed right away and/or for things that couldn't be found elsewhere and neither petty cash nor submitting a check request were practical. Depending on the studio or production company, these situations are all handled a bit differently. Some productions will issue debit cards (and some debit cards are supplied by the payroll company) and some studios will issue American Express cards, but they're only given to a couple of departments, like Costume and Set Dressing. The accountant is also given a debit or credit card for emergencies. For those who have and use company debit or credit cards, they submit their expenses and receipts in a petty cash envelope (just like petty cash), but at the top of the envelope they write DEBIT CARD or CREDIT CARD. Anyone else (not approved to have a company-issued debit/credit card) who makes online purchases must use her own credit or debit card and then submit a check request for reimbursement.

Studios will selectively issue a certain number of debit or credit cards, but on independent films, this is generally done through the payroll company. These companies put the money up in advance (made payable to the payroll company), and the cards are issued with fixed limits.

Cell Phone Reimbursement

This industry utilizes different methods of reimbursement when it comes to personal cell phone use. Each production should establish its own policy, and make sure it's known to all those who plan to use their own phones for business purposes. No one should be reimbursed for personal cell phone charges without preapproval. Some companies reimburse only up to a certain dollar amount (I've seen it anywhere from $75–$200). Other productions will ask individuals to determine what percentage of their bill is work-related and then pay that percentage.

When requesting reimbursement for work-related calls, either from a personal cell phone or home (land) line, original phone bills should be submitted (not photocopies), and all work-related calls should be highlighted or circled and totaled. The bills should then be attached to a completed check request form and submitted to Accounting. Petty cash can't be used to reimburse crew members for cell phone charges.

Auto Allowances

Some negotiated crew deals (primarily those of department heads) include a weekly auto allowance (amounts vary depending on the show, budget of the show and anticipated use of the individual's vehicle). IRS regulations require car allowances to be paid through Payroll and are subject to income tax withholding.

Mileage Reimbursement

Production assistants are the most common recipients of mileage reimbursement, because part of their job requires them to use their own vehicles to make production-related "runs." The most common form of reimbursement is made by paying a predetermined rate per mile. Some companies choose to refund gas receipts instead.

To qualify for a per mile reimbursement, one should fill out a *Mileage Log*, indicating a beginning mileage, destination, purpose and ending mileage for each run. Estimated mileage isn't acceptable. Mileage to and from home isn't reimbursable. And employees who receive mileage reimbursement aren't reimbursed for gas receipts.

In order to be reimbursed for mileage expenses, a completed Mileage Log should be submitted to the UPM, production supervisor or production coordinator for approval. Once approved, the production office will pass it on to Accounting for payment. Some companies include mileage reimbursement in weekly payroll checks. Others require approved mileage logs to be submitted with a check request, and payment is made through Accounts Payable. Requests for mileage reimbursement should be submitted on a weekly basis. If your company reimburses gas receipts, this is generally done through petty cash.

Drive-To

Drive-to is another form of mileage reimbursement paid to cast, crew and background talent for reporting to a local location. The mileage is determined by calculating the distance from the studio or production office to the location and back and multiplying that distance by an amount determined by individual union/guild contracts. Daily mileage to and from a location (or "report-to") site is recorded on the daily production reports. At one time, individuals would sign for their drive-to money and receive cash on the set on a daily basis, but IRS regulations now require a week's accumulated drive-to to be added to each person's time card and paid through Payroll. If the amount per mile is more than what the IRS allows, that amount is subject to income tax withholding.

Per Diem and Living Allowance

Per diem is an amount of money paid to cast and crew members to cover their food/meal expenses while on location. SAG rules specify a minimum amount to be paid to their members (check your SAG agreement for the current rate), the DGA requires that its members be paid per diem *plus* an additional amount (it's presently $17) for incidentals (like laundry) and the IRS imposes minimum allowable amounts per city. Producers generally choose rates of per diem based on the average cost of meals (breakfast, lunch and dinner) at a particular location (never less than the minimum requirements). Also taken into consideration are contractual obligations, negotiations with individual agents representing key department heads, and of course the show's budget. But it's not unheard of for crews to be paid $50 a day when working on a show in Baton Rouge and $100 a day when working in Manhattan.

The production is technically not responsible for paying per diem for meals served on-set (usually lunch), but many producers choose to pay per diem that covers three meals a day anyway.

While on distant location, per diem is usually paid in cash at the end of the week for the following week. (Sometimes, on long location shoots, crew members will open temporary accounts at a local bank, and their per diem is transferred directly into their accounts.) Scouting trips to distant and foreign locations are different, though, and in these situations, the production will generally reimburse for all customary travel-, food- and lodging-related expenses as well as reasonable gratuities.

A living or housing allowance is given to those who choose not to live at the production-chosen/based hotel on location, and the amount given to someone on the cast or crew is equivalent of what the production would pay for that individual's room per night at the hotel. Living allowances are sometimes paid in advance a week or more at a time, but some companies will include it (a week at a time) in with the weekly paychecks. And as with the paychecks, payment is received the Thursday *after* the week its being received for. For those who choose to make their own housing arrangements, the production is not responsible for deposits, leases or damages to their rental unit.

Invoicing

Crew members should submit their invoices for services, equipment/ box rental, vehicle rental, car allowance or mileage reimbursement at the end of each week for payment the following week. Each invoice must include the employee's name, his corporation name, address and Social Security number (or tax ID number). A complete description of what the invoice is for (i.e., services rendered or equipment rental) and a week-ending date must also be indicated on the invoice. All invoices are approved by the UPM or production supervisor before payment can be made.

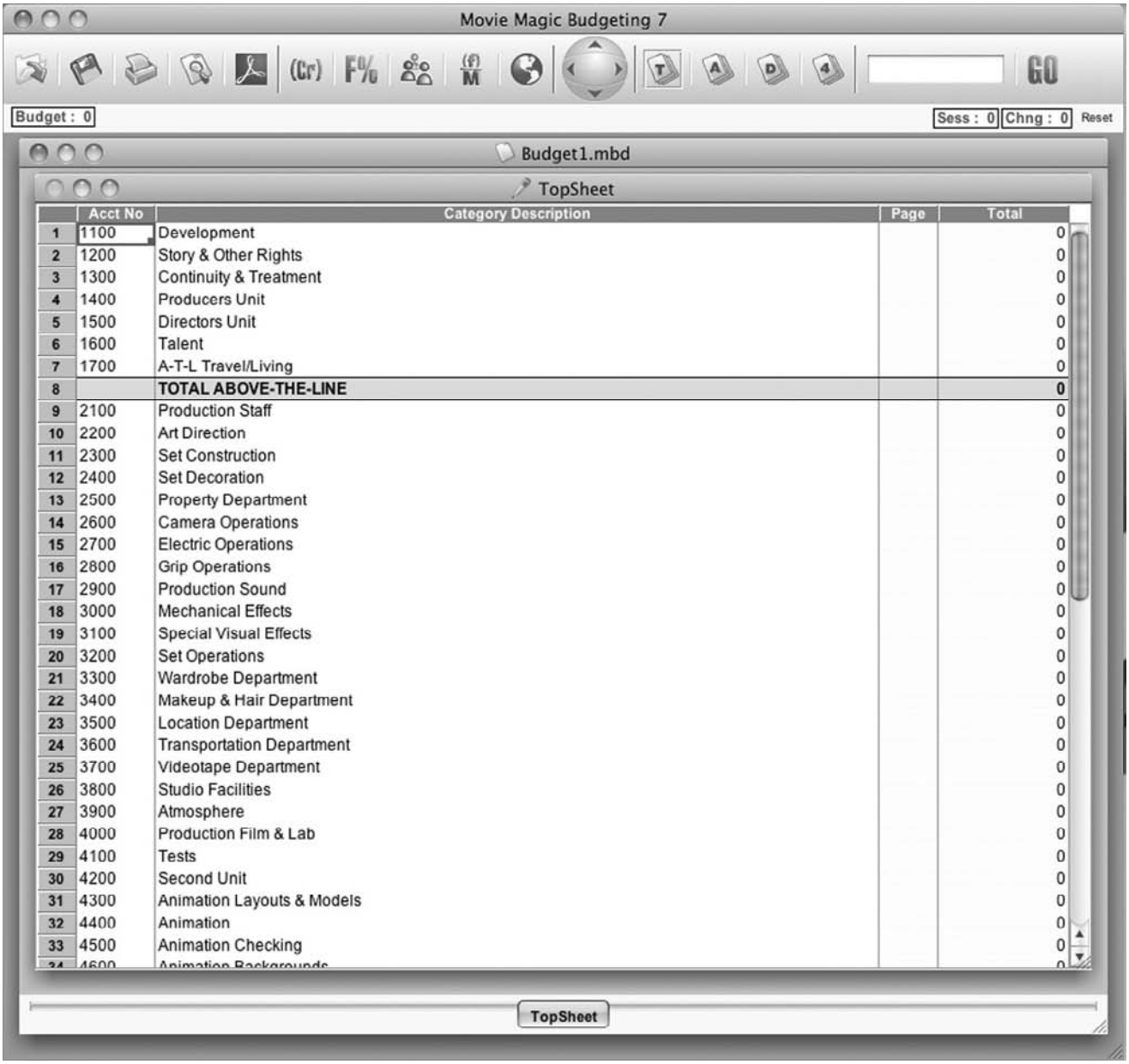
Additional Taxable Income

The federal government has set an allowable limit for mileage reimbursement, drive-to and per diems. Any amount over such limit (see your accountant for limit guidelines) is considered taxable income and will be taxed along with the weekly payroll checks. Box rental fees are also

considered taxable income but are generally not taxed on a weekly basis when a detailed inventory list is provided and an invoice is submitted weekly. Those receiving box rentals will receive a 1099 at the end of the year and will be responsible for the taxes on this additional income.

THE BUDGET

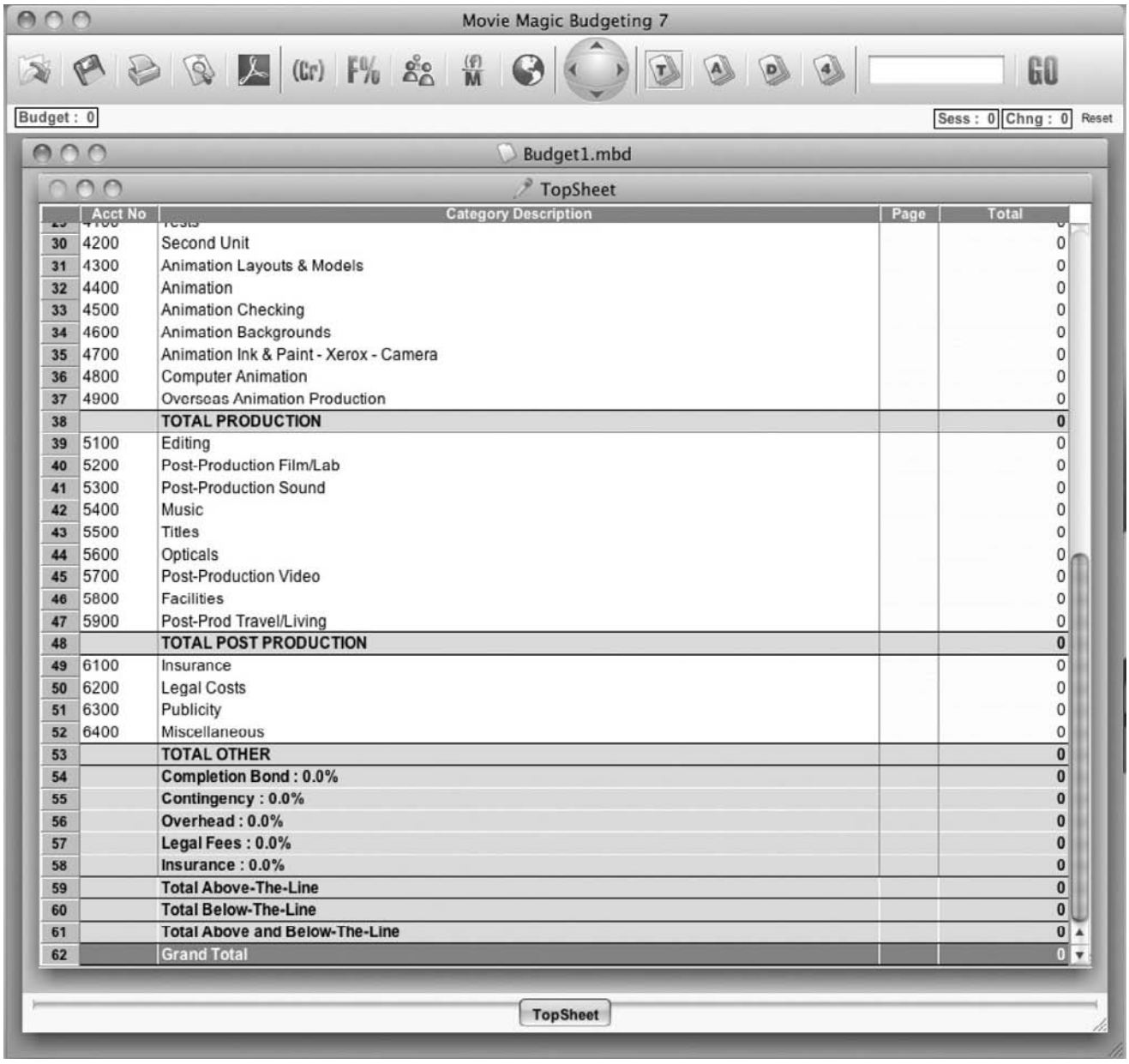
Each budget starts with a *top sheet*, which is a summary of the budget categories. The accounts are broken down into above-the-line or below-the-line categories. Above-the-line includes: the story rights, script, writer(s), producer(s), director, cast (including casting, bits and stunts) and above-the-line expenses. Below-the-line refers to all production and post production expenses (or sometimes shooting period, completion period and miscellaneous other expenses). The top sheet indicates each account, on what page in the budget the detail can be found and the budgeted amount for that account. Lastly, above-the-line and below-the-line costs are added together to form a grand total for the entire budget.



	Acct No	Category Description	Page	Total
1	1100	Development		0
2	1200	Story & Other Rights		0
3	1300	Continuity & Treatment		0
4	1400	Producers Unit		0
5	1500	Directors Unit		0
6	1600	Talent		0
7	1700	A-T-L Travel/Living		0
8		**TOTAL ABOVE-THE-LINE**		**0**
9	2100	Production Staff		0
10	2200	Art Direction		0
11	2300	Set Construction		0
12	2400	Set Decoration		0
13	2500	Property Department		0
14	2600	Camera Operations		0
15	2700	Electric Operations		0
16	2800	Grip Operations		0
17	2900	Production Sound		0
18	3000	Mechanical Effects		0
19	3100	Special Visual Effects		0
20	3200	Set Operations		0
21	3300	Wardrobe Department		0
22	3400	Makeup & Hair Department		0
23	3500	Location Department		0
24	3600	Transportation Department		0
25	3700	Videotape Department		0
26	3800	Studio Facilities		0
27	3900	Atmosphere		0
28	4000	Production Film & Lab		0
29	4100	Tests		0
30	4200	Second Unit		0
31	4300	Animation Layouts & Models		0
32	4400	Animation		0
33	4500	Animation Checking		0
34	4600	Animation Backgrounds		0

FIGURE 3.3

(Continued)



	Acct No	Category Description	Page	Total
30	4200	Second Unit		0
31	4300	Animation Layouts & Models		0
32	4400	Animation		0
33	4500	Animation Checking		0
34	4600	Animation Backgrounds		0
35	4700	Animation Ink & Paint - Xerox - Camera		0
36	4800	Computer Animation		0
37	4900	Overseas Animation Production		0
38		**TOTAL PRODUCTION**		**0**
39	5100	Editing		0
40	5200	Post-Production Film/Lab		0
41	5300	Post-Production Sound		0
42	5400	Music		0
43	5500	Titles		0
44	5600	Opticals		0
45	5700	Post-Production Video		0
46	5800	Facilities		0
47	5900	Post-Prod Travel/Living		0
48		**TOTAL POST PRODUCTION**		**0**
49	6100	Insurance		0
50	6200	Legal Costs		0
51	6300	Publicity		0
52	6400	Miscellaneous		0
53		**TOTAL OTHER**		**0**
54		**Completion Bond : 0.0%**		**0**
55		**Contingency : 0.0%**		**0**
56		**Overhead : 0.0%**		**0**
57		**Legal Fees : 0.0%**		**0**
58		**Insurance : 0.0%**		**0**
59		**Total Above-The-Line**		**0**
60		**Total Below-The-Line**		**0**
61		**Total Above and Below-The-Line**		**0**
62		Grand Total		0

FIGURE 3.3. (Cont'd)

Each account has an account number, which is listed along the left-hand column of each page. After the two-page top sheet, the budget is broken down and detailed by subaccounts. For example, if Production Staff is Account #20-00, then the Unit Production Manager might be #20-01, the First Assistant Director, #20-02, and so on, although the subnumbers don't always follow consecutively. A *Chart of Accounts* is a list of all account and subaccount numbers and is used for the purpose of *coding* all production-related expenses on purchase orders, check requests, invoices, petty cash purchases, payroll entries, etc. Although the budget format is generally the same, master account numbers vary depending on the studio or production company. Each uses its own budgeting format.

So much goes into the preparation, modification and monitoring of the budget, that the goal is be able to keep a firm grasp on exactly where the show is financially on any given week (if not day). The size of a budget doesn't matter. It should be apparent however if, when, where and how the project is going over budget, and if necessary, when it's time to bring it back under control.

Here's what a portion of a chart of accounts might look like:

20-00	Production Staff
20-01	Unit Production Manager
20-02	1st Assistant Director
20-03	2nd Assistant Director
20-04	DGA Trainee
20-05	Set PAs
20-06	Script Supervisor
20-07	Production Supervisor
20-08	Location Manager
20-09	Asst. Location Manager
20-10	Production Coordinator
20-11	Travel Coordinator
20-12	Asst. Production Coordinator
20-13	Production Secretary
20-14	Office PAs
20-15	Production Accountant
20-16	1st Asst. Accountant
20-17	2nd Asst. Accountant
20-18	Payroll Accountant
20-19	Other Accounting Staff
20-20	Budget Preparation
20-21	Box/Kit/Computer Rentals
20-22	DGA Meals
20-23	Car Expenses/Allowance
20-24	AD Severance
20-25	Misc. Expenses

23-00	Extra Talent
23-01	Stand-ins
23-02	Union Extras
23-03	Non-Union Extras
23-04	Special Ability Extras
23-05	Teacher/Welfare Workers
23-06	Extras Coordinator
23-07	Extras Casting Fee
23-10	Auto/Fittings/MPV Allowance
23-15	Misc. Expenses
25-00	Set Design
25-01	Production Designer
25-02	Art Director
25-05	Set Designers/Draftsmen
25-06	Art Dept. Coordinator
25-08	Art Dept. PA
25-09	Graphics
25-12	Set #101: Herby's House
25-15	Research/Color Copies
25-16	Expendables
25-17	Equipment Rentals
25-19	Blueprints/Photos
25-22	Box/Kit/Computer Rentals
25-23	Car Expenses/Allowance
25-25	Misc. Expenses

FIGURE 3.4

Preliminary Budgets are often done prior to a project ever being sold or picked up and are usually based on a first or early version of a script. They reflect how much a particular script will cost to produce and can be a major contributing factor to selling (or not selling) the project.

The first budget is prepared in conjunction with a script breakdown, production board and schedule, and the process begins as this data is translated into: man hours, pay scales, cast salaries, location fees, anticipated rentals, etc. Although some individuals create budgets straight from the script, the budgeting is considerably more accurate when based on a shooting schedule. Also, the more variables that are provided up front, the more precise the budget will be. These variables would include knowing such things as whether this is a union or nonunion film, which format it's to be shot in, which actors are being considered for specific roles, where the film's to be shot, etc.

A budget is an estimate based largely on the experience of the person preparing the budget. Anyone can look up costs, but a somewhat seasoned production manager, accountant or estimator will intuitively know where to factor in costs not always found in books or on pay scale charts. As capable as the preparer is, however, there are always unexpected circumstances that will arise to alter the budget. That's why, whenever possible, budgets include "pads" (certain line items in the budget where you can inconspicuously forecast slightly higher costs and rates for items/crew you know will cost less) and/or "contingencies" (generally, an additional 10 percent of the total budget) to accommodate for those unforeseen overages.

If a completed budget is determined insufficient to make the film as envisioned, then compromises have to be made. From a budgetary standpoint, this is where pads and contingencies (or portions thereof) are removed. Changes can be made to the script to reflect smaller sets, fewer locations, fewer cast members, etc. Other compromises might include using a less expensive cast, shooting in less expensive locations, using a smaller crew or making this a nonunion instead of a union film. Not until the budget reasonably reflects the agreed-upon scope of the production is the project going to receive a green light.

Most budgets go through several incarnations during development and pre-production as locations are changed, one actor is replaced with another and the writer adds, deletes or changes scenes. Budgets are also refined during this period as department heads research and anticipate their specific needs. If something is going to cost more than originally anticipated, and it's agreed that incurring this additional cost will benefit the film, then either permission is required from the investor(s), studio, network, company or agency to increase the budget or other costs must be reduced to accommodate the overage.

Before the budget is finalized, department heads should feel confident that (barring any unforeseen circumstances) they can operate within the boundaries of their departmental budgets; and the line producer and UPM should feel confident that they'll endeavor to do so.

During pre-production, the accountant prepares a *Cash Flow Chart* for the investor(s), studio or production company. This schedule divides the total amount of the budget by how much cash will be needed to operate the

production during any given week from the beginning of pre-production through post production and delivery. Each week, the figure varies depending on the size of the cast and crew that week; whether it's a prep, shoot or wrap week; whether the company is filming on location and so on. As in the budget, a Cash Flow Chart is an estimate. It's the accountant's best guess as what will keep the company operating on a week-to-week basis. Some companies will use this as a schedule for depositing funds into the production's bank account(s).

The final budget is the one everyone agrees to adhere to, and the studio executive, producer, production manager and accountant are asked to sign off on. This means no more changes or additions are allowed that will add to the budget, unless they're studio-approved. It happens occasionally that a production manager or accountant feels that it'll cost more to do a picture than what the studio is allowing, and the studio isn't willing to make the necessary changes to accommodate the difference. In these situations, someone will occasionally choose not to sign off on the budget.

Nonapproved overages from then on are deficit financed by the studio or production company or taken from other (underutilized) areas of the budget. If neither of those options is feasible, then production- and/or post production – related cuts are made to make up for the overage. If a completion bond company is involved, and the picture has gone over budget, the bond company may have the right to take over the management of the film.

TRACKING COSTS

Daily Hot Costs represent an analysis of how much was spent versus what was budgeted and/or scheduled for. Most accountants do a hot cost analysis based on each day of principal photography. It may also be called a *Daily Cost Overview*. This report indicates what was budgeted and/or scheduled for that day: the number of scenes, the number of pages, cast overtime, company shooting hours, meal penalty, catering and use of raw stock. There's a second column to indicate actual figures and then a third to indicate the variance. These figures are fed into the accounting system by account, keeping the status of the budget as current as possible. Conscientious departments heads often keep track of their own daily hot costs.

All expenses entered into the accounting system are used to produce *Weekly Cost Reports (or Estimated Final Cost Reports).* A cost report details each account listing: total cost to date, cost to complete, estimated final cost, what was budgeted and the variance. These reports continually provide you with the latest financial status of your film. The following is what the above-the-line portion of a cost report top sheet might look like, and as noted earlier – the account numbers will vary depending on the studio or production company.

In a perfect world, if an accounting department is set up and run properly, there should be no excuse for not knowing the financial status of a show on a weekly basis. Unfortunately, sometimes a lack of information from a producer or UPM (either on purpose or inadvertent) and pressures from a producer for one reason or another to inflate or deflate costs will make this difficult. When everyone's on the same page, though, the figures are there.

As a working (or potential) production professional, or someone who wants to become a production accountant, knowing how to accurately budget a film and how to use a good budgeting software program, (such as Entertainment Partner's Movie Magic) is an incredibly valuable asset. There are several good books on the subject and classes available that do just that. One such book I highly recommend is: *The Budget Book for Film and Television* by Robert J. Koster (Focal Press).

(SHOW)

PRODUCTION COST REPORT

Period Ending: Base Currency/Budget Rate
Currency: Run Date: Run Time:

Accnt#	Account Description	Actual This Period	Actual to Date	Purchase Orders	Total Cost Amt.	Estimate to Complete	Estimated Final Cost	Current Budget Amt.	Variance
ABOVE THE LINE									
1000	STORY/RIGHTS	0	265,016	0	265,016	168,534	433,550	432,000	1,500
1100	PRODUCERS' UNIT	11,161	494,791	183	494,974	71,026	566,000	565,760	240
1200	DIRECTION	500	195,915	0	195,915	51,381	247,296	249,855	(2,559)
1300	TALENT	22,031	3,843,921	(228)	3,843,692	29,547	3,873,240	3,964,339	(91,099)
1400	TRAVEL & LIVING	40,886	278,115	2,299	280,414	2,787	283,201	334,877	(51,676)
1500	ATL FRINGE	409	281,182	0	281,182	31,447	312,629	528,057	(215,428)
TOTAL ABOVE-THE-LINE		74,986	5,358,941	2,253	5,361,194	354,722	5,715,916	6,074,888	(358,972)

FIGURE 3.5

THE AUDIT

Internal audits of shows are performed by a team – generally two or three professional accountants, who work for the studio or production company's parent company. Just like IRS audits, not all shows are targeted, and of those that are, their accounting staff is generally given notice to be ready for an audit within 30 days. Audits generally occur during principal photography, and once the auditors arrive, the process itself generally takes five to ten working days. Upon completion of the audit, the studio and production receive a graded report based on the auditors' findings.

The auditors' job is to evaluate the procedures and effectiveness of the accounting department by interviewing key personnel, reviewing files and specific documents, following transaction flows and reviewing certain departmental processes. They'll randomly select documents (POs, contracts, check requests, petty cash envelopes, etc.) to see whether they contain proper: supporting documentation, authorizations, coding, flagging of assets, signatures, reimbursements, completions, etc. (Note that accounting staffs are now routinely scanning all documents, so that originals can be left for audit purposes in the country or state of origin, yet still allowing the studio to have access to all documentation.)

Auditors generally assess areas such as above-the-line contract approval and administration; budget preparation, approval and monitoring; cost report preparation and approval; bank reconciliation and petty cash administration; trial balance closing and reconciliation; payroll processing and per diem administration; procurement and accounts payable; asset/inventory management; union reporting compliance and employee box rentals. They also look at costs to date compared to the final budget.

The auditor's reach affects production as well with regard to procedures that relate to product placement, competitive bidding, call sheets and production reports, film stock totals, talent contracts, box rental inventories, travel guidelines, proper completion and submission of union and guild report forms, matching time card and production report hours and more.

Audits also now include compliance with incentive programs (the various rebates and tax credits being offered by states and countries) as well as adherence to the U.S. Foreign Corrupt Practices Act (see more about this federal statue in Chapter 20).

Their reports generally consist of an overall assessment and as well as specific observations and suggested plans of action to correct whatever deficiency or problems they find. Suggestions may include a more detailed explanation of certain guidelines in the company's production or finance manual, adding to or changing policies stated in the employees' start paperwork packets or on crew deal memos, instituting new guidelines or requiring additional authorizations.

My sincere thanks to Jim Turner and Tom Udell for helping me revise and improve this chapter – and to Terry Edinger and Cindy Quan for answering all the questions I kept throwing at them.

FORMS IN THIS CHAPTER

- Box/Equipment Rental Form
- Box/Equipment Rental Invoice
- Car Allowance Rider – to be completed by those individuals given a flat weekly car allowance as part of their deal
- Cash or Sales Receipt – generic form that would most commonly be used at the end of a show when assets (left-over raw stock short ends, props and set dressing, office supplies, etc.) are being sold
- Check Request
- Competitive Bid Form
- Crew Data Sheet – this is not a standard form, and this information can be found on Accounting's software system, but as a production coordinator/supervisor, I find it helpful in keeping track of crew members' start and wrap dates and in making sure everyone's paperwork is turned in to Accounting
- Daily Hot Costs – used by the production accountant and others to assist them in staying on top of costs and managing the budget
- I-9 Form (issued by the U.S. Department of Justice) – to be completed by all employees (this form can be downloaded from the Internet)
- Individual Petty Cash Account
- Inducement – to be completed by a loanout (along with a Loanout Conversion Agreement) and accompany a W-9 form
- Invoice – generic form that can be used for any invoicing purpose
- Loanout Conversion Agreement – for employees who work as loanouts, this is to be submitted along with the individual/artist's agreement and an Inducement form and W-9
- Mileage Log – mainly used by production assistants, but can be used by anyone who gets reimbursed for mileage when driving his or her own vehicle for production-related purposes
- Personal Vehicle Release – to be filled out by anyone who will be using their own vehicle for business purposes and will be reimbursed for mileage or gas receipts
- Petty Cash Accounting – you can attach this form to the front of an envelope, or buy petty cash envelopes with this (or one of a few other standard formats) printed right on the envelope
- Purchase Order – usually on NCR paper with four or five (different-colored) pages, printed with sequential numbers in the upper-right-hand corner of the page

and the name of the production, production company, address and phone number in the upper-left-hand corner of the page
- Purchase Order Extension
- Purchase Order Log
- Received of Petty Cash – these usually come in pads and can be purchased at any stationery or office supply store
- Request for Petty Cash Advance
- Vehicle Rental Sheet – not a standard form, but it should be. Keep one on file for every vehicle being rented for your show and attach copies to respective certificates of insurance being forwarded to your insurance agency, so they have more complete information when scheduling the vehicles for coverage.
- Vendor Credit Request – to be filled out by department heads who wish to have accounts opened with various vendors
- W-8BEN Form (IRS) Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding – to be filled out by non-U.S. citizens subject to U.S. tax on income they receive from working for a U.S. company (this form can also be downloaded from the Internet)
- W-9 Form (IRS) Request for Taxpayer Identification Number and Certification – to be completed by all vendors (this form can also be downloaded from the Internet)

BOX/EQUIPMENT RENTAL FORM

Production Company_____ Prod#_____

Show_____

Employee_____ Position_____

Address_____ Phone#_____

_____ Cell#_____

Loanout Company_____ FED ID or SS#_____

Rental Rate: $_____ Per □ Day □ Week Rental Start Date_____

Prorated at: $_____ Per Day Capped at: $_____

Please note:

1. Box rental rates are paid for actual workdays only.
2. The production is not responsible for any claims of loss or damage to box/equipment.
3. Box rental fees are not to be listed on weekly time cards. An invoice must be submitted to Accounting on a weekly basis, and payment will be remitted weekly.
4. Box rentals are subject to 1099 reporting.
5. The production must be provided with an inventory of box rental items, which can be listed below or attached to this form. Please indicate all make, model and serial numbers.

Inventoried Items:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Approximate Value of Box Contents: $_____

Employee Signature_____ Date_____

UPM_____ Date_____

Production Accounant_____ Date_____

BOX/EQUIPMENT RENTAL INVOICE

TO: *(production company)*_____

RE: *(name of show)*_____PROD#:_____

TODAY'S DATE:_____INV. FOR WEEK ENDING:_____

INV#: *(if applicable)*_____P.O.#: *(if applicable)*_____

FROM: *(lessor)*_____

ADDRESS:_____

_____

PHONE#:_____CELL#:_____

FED ID or SS#:_____

☐ Weekly ☐ Daily NEGOTIATED RATE $_____

☐ Detail Attached ☐ Detail Listed Below ☐ Inventory On File

RENTAL ITEMS *(unnecessary to itemize if inventory is on file)*	AMOUNT DUE
	$

Employee Signature_____Date_____

UPM_____Date_____

Production Accountant_____Date_____

CAR ALLOWANCE RIDER

PRODUCTION COMPANY_____

SHOW_____

EMPLOYEE_____

POSITION_____SOC. SEC.#_____

CAR ALLOWANCE RATE $_____ □ PER DAY □ PER WEEK

Car allowance shall only be paid for days actually worked and will be pro-rated on a weekly basis.

Employee must carry his or her own automobile insurance coverage (liability and physical damage), and neither the production's insurance nor that of its parent companies shall apply to any claims, loss or damage related to the use of Employee's car. At the request of the production, Employee must provide proof of adequate insurance coverage.

Employee understands that he or she is prohibited from using his/her cell phone or texting while driving. Should it be necessary to use a cell phone while driving, employee agrees to use a hands-free device and dial by voice command or while the vehicle is safely stopped.

While receiving a car allowance, gas receipts and/or mileage will not be reimbursed.

Car allowance is taxable income, and car allowance fees should be indicated on Employee's weekly time cards.

ACCEPTED & AGREED TO:

_____ _____

Employee *Date*

APPROVALS:

_____ _____

UPM *Date*

_____ _____

Production Accountant *Date*

CASH OR SALES RECEIPT DATE 8/24/XX No. 93

RECIPIENT/
SOLD TO: IRMA'S SWAP MEET

ADDRESS: 4226 ORANGE BOWL AVE.
PASADENA, CA

PHONE # (818) 555-4344

FOR PURCHASE OF: OLD BOOKS & RECORDS
(SET DRESSING)

WRITTEN
AMOUNT FIFTY-TWO DOLLARS $52-

☑ CASH ☐ 1099 Soc. Sec. # 123-32-1323

☐ CHECK Fed. I.D. #

ACCOUNT CODING 823-51

APPROVED BY Fred Palmer RECV'D BY Irma Pace

© ELH

CHECK REQUEST

DATE_____ **AMOUNT $**

SHOW_____ PROD#_____

PROD. COMPANY_____

ADDRESS_____ PHONE#_____

_____ FAX#_____

CHECK PAYEE_____ PHONE#_____
ADDRESS_____ FAX#_____

_____ CELL#_____

E-MAIL _____

PAYEE SOC. SEC. # OR FEDERAL ID#_____ CORPORATION: ☐ YES ☐ NO

☐ PURCHASE ☐ RENTAL ☐ DEPOSIT ☐ ADVANCE ☐ SERVICE ☐ 1099 ☐ ASSET

DESCRIPTION	CODING	AMOUNT

INCL. TAX IF APPLICABLE

CHECK NEEDED: DAY_____DATE_____

TIME_____ ☐ A.M. ☐ P.M. **TOTAL: $_____**

☐ WITHIN NORMAL PROCESSING TIME

WHEN CHECK IS READY, PLEASE: ☐ MAIL ☐ HOLD FOR PICKUP ☐ GIVE TO:_____

CHECK REQUESTED BY_____ DEPT_____

APPROVED BY_____ DATE _____

(INVOICE SUBSTANTIATION MUST FOLLOW THIS REQUEST)

COMPETITIVE BID FORM

Show:_____

Department:_____

☐ Purchase ☐ Rental ☐ Lease

Item(s) needed from_____ to_____

Description of Item(s) Being Bid On:_____

_____

_____

_____

Attach copies of the bids to this top sheet, and list below

Vendor	Vendor Contact	Phone#	Date	Amount of Bid	*Indicate which bid has been accepted* ✔
				$	
				$	
				$	

If lowest bid was not accepted, please indicate one of the following reasons:

☐ There is only one source for this item.
☐ Must have immediately. Lack of time to locate alternative sources.
☐ Lack of availability from other vendors.
☐ Vendor performance ☐ Quality preference ☐ Creative preference
☐ Other_____

Were any of the above bids provided by a CREW MEMBER? _____
If so, crew member's name:_____
Name of crew member's company: _____

Note: ***If for any reason, the lowest bid is not accepted and/or one of the bids is from a crew member, prior approval must be secured from your production executive.***

APPROVALS

_____ _____
UPM Date

_____ _____
PRODUCTION ACCOUNTANT Date

_____ _____
PRODUCTION EXECUTIVE Date

CREW DATA SHEET

NAME	POSITION	SOC. SEC. # FEDERAL ID#	ACCNTG. CODE	START DATE	DEAL MEMO	NO. OF WRAP DAYS	WRAP DATE	OVER/UNDER

DAILY HOT COSTS

Show_____ Episode/Prod#_____
Today's Day/Date_____ Shoot Day#_____ out of _____
Start Date_____ Scheduled Finish Date_____
Revised Finish Date_____

Location(s)_____

HOURS WORKED

Crew Call_____ Shooting Call_____ 1st Shot _____
Lunch_____ to_____ Meal Penalty_____
2nd Meal_____ to_____ Meal Penalty_____
Camera Wrap_____ Last Out/Return to Headquarters_____
Overtime_____ Total Hours Worked _____

SCENES & PAGES

Scenes Scheduled_____ Pages Scheduled _____
Scenes Scheduled but Not Shot_____ Scenes Omitted_____ Scenes Added_____

	Scenes	Pages	Minutes	Setups
Previous				
Today				
Total				

AHEAD/BEHIND _____ /_____

Day's Work Completed? ☐ yes ☐ no # of Days Behind_____ # of Days Ahead_____

FILM FOOTAGE

Print Today_____ Gross to Date_____
No Good_____ Print to Date_____
Waste_____
Gross Today_____ Short Ends_____

	AS BUDGETED AND/OR SCHEDULED	ACTUAL	COST (OVER)/UNDER
CAST OVERTIME			
COMPANY SHOOTING HOURS			
MEAL PENALTY			
EXTRAS & STAND-INS			
CATERING			
RAW STOCK			
UNANTICIPATED EXPENSES			

TOTAL FOR TODAY _____
PREVIOUS TOTAL _____
GRAND TOTAL _____

Misc. Production Notes_____

PREPARED BY_____ APPROVED BY_____

OMB No. 1615-0047; Expires 08/31/12

Department of Homeland Security
U.S. Citizenship and Immigration Services

Form I-9, Employment Eligibility Verification

Read instructions carefully before completing this form. The instructions must be available during completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because the documents have a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Verification *(To be completed and signed by employee at the time employment begins.)*

Print Name: Last	First	Middle Initial	Maiden Name
Address *(Street Name and Number)*		Apt. #	Date of Birth *(month/day/year)*
City	State	Zip Code	Social Security #

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following):

- ☐ A citizen of the United States
- ☐ A noncitizen national of the United States (see instructions)
- ☐ A lawful permanent resident (Alien #) _____
- ☐ An alien authorized to work (Alien # or Admission #) _____ until (expiration date, if applicable - *month/day/year*) _____

Employee's Signature | Date *(month/day/year)*

Preparer and/or Translator Certification *(To be completed and signed if Section 1 is prepared by a person other than the employee.) I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.*

Preparer's/Translator's Signature	Print Name
Address *(Street Name and Number, City, State, Zip Code)*	Date *(month/day/year)*

Section 2. Employer Review and Verification *(To be completed and signed by employer. Examine one document from List A OR examine one document from List B and one from List C, as listed on the reverse of this form, and record the title, number, and expiration date, if any, of the document(s).)*

List A	OR	List B	AND	List C
Document title:				
Issuing authority:				
Document #:				
Expiration Date *(if any)*:				
Document #:				
Expiration Date *(if any)*:				

CERTIFICATION: I attest, under penalty of perjury, that I have examined the document(s) presented by the above-named employee, that the above-listed document(s) appear to be genuine and to relate to the employee named, that the employee began employment on *(month/day/year)* _____ **and that to the best of my knowledge the employee is authorized to work in the United States. (State employment agencies may omit the date the employee began employment.)**

Signature of Employer or Authorized Representative	Print Name	Title
Business or Organization Name and Address *(Street Name and Number, City, State, Zip Code)*		Date *(month/day/year)*

Section 3. Updating and Reverification *(To be completed and signed by employer.)*

A. New Name *(if applicable)*	B. Date of Rehire *(month/day/year) (if applicable)*

C. If employee's previous grant of work authorization has expired, provide the information below for the document that establishes current employment authorization.

Document Title: _____ Document #: _____ Expiration Date *(if any)*: _____

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Date *(month/day/year)*

LISTS OF ACCEPTABLE DOCUMENTS

All documents must be unexpired

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		1. Social Security Account Number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)				2. Certification of Birth Abroad issued by the Department of State (Form FS-545)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		3. Certification of Report of Birth issued by the Department of State (Form DS-1350)
4. Employment Authorization Document that contains a photograph (Form I-766)		3. School ID card with a photograph		
		4. Voter's registration card		4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
5. In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with Form I-94 or Form I-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form		5. U.S. Military card or draft record		
		6. Military dependent's ID card		
		7. U.S. Coast Guard Merchant Mariner Card		5. Native American tribal document
		8. Native American tribal document		6. U.S. Citizen ID Card (Form I-197)
		9. Driver's license issued by a Canadian government authority		
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI		**For persons under age 18 who are unable to present a document listed above:**		7. Identification Card for Use of Resident Citizen in the United States (Form I-179)
		10. School record or report card		8. Employment authorization document issued by the Department of Homeland Security
		11. Clinic, doctor, or hospital record		
		12. Day-care or nursery school record		

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)

INDIVIDUAL PETTY CASH ACCOUNT

NAME PAULA PROPPS DEPARTMENT PROPERTY

SHOW HERBY'S SUMMER VACATION PROD # 0100

FLOAT $ 500 –

DATE	CHECK#/CASH RECV'D FROM	AMOUNT RECV'D	ACCOUNTED FOR	BALANCE
7/2/XX	CHECK #1243	$500 –		$500 –
7/10			$432 –	$ 68 –
7/11	CHECK #1536	$432 –		$500 –
7/15	CASH FROM F. FILMER	$250 –		$750 –
7/23			$830 –	$ (80)
7/28	CHECK #1732	$580 –		$500 –

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INDUCEMENT

Reference is hereby made to that certain agreement ("Agreement") dated as of [DATE], is made between [NAME OF PRODUCTION ENTITY] ("Company") and [NAME OF LOANOUT ENTITY]. ("Lender") f/s/o [NAME OF INDIVIDUAL] ("Artist") for Artist's services as [POSITION OR ROLE] in connection with the motion picture entitled "[NAME OF PROJECT]" (the "Picture").

A. I am familiar with all of the terms, covenants and conditions of the Agreement and I hereby consent to the execution thereof. I shall perform and comply with all of the material terms, covenants, conditions and obligations of the Agreement, even if the employment agreement between me and Lender should hereafter expire, terminate or be suspended. I hereby confirm all grants, representations, warranties and agreements made by Lender under the Agreement.

B. Unless I am deemed substituted for Lender as a direct party to the Agreement pursuant to paragraph D below, I shall look solely to Lender and not to Company for the payment of compensation for my services and for the discharge of all other obligations of my employer with respect to my services under the Agreement.

C. In the event of a material breach or threatened material breach of the Agreement by Lender or by me, Company may join me in any action against Lender without being first required to resort to or exhaust any rights or remedies against Lender.

D. I represent that Lender is a duly qualified and existing corporation under the laws of its state of incorporation. If Lender or its successors in interest should be dissolved or should otherwise cease to exist, or for any reason should fail, refuse or neglect to perform, observe or comply with the terms, covenants and conditions of the Agreement, I shall, at Company's election, be deemed to be employed directly by Company for the balance of the term of the Agreement upon the terms, covenants and conditions set forth therein.

E. I will indemnify Company for and hold it harmless from and against any and all taxes which Company may have to pay and any and all liabilities (including judgments, penalties, fines, interest, damages, costs and expenses, including reasonable outside attorneys' fees) which may be obtained against, imposed upon or suffered by Company or which Company may incur by reason of its failure to deduct and withhold from the compensation payable under the Agreement, any amounts required or permitted to be deducted and withheld from the compensation of any employee under the provisions of the federal and applicable state income tax laws, the Federal Social Security Act, the applicable state unemployment insurance tax laws, and/or any amendments thereof and/or any other applicable statutes heretofore or hereafter enacted requiring the withholding of any amount from the compensation of an employee.

F. If Company shall serve Lender with any notices, demands or instruments relating to the Agreement, or to the rendition of my services thereunder, service upon Lender shall also constitute service upon me.

G. For purposes of any and all Workers' Compensation statutes, laws, or regulations ("Workers' Compensation"), I acknowledge that an employment relationship exists between Company and me, Company being my special employer under the Agreement. Accordingly, I acknowledge that in the event of my injury, illness, disability or death falling within the purview of Workers'

(Continued)

Compensation, my rights and remedies (and those of my heirs, executors, administrators, successors, and assigns) against Company or Company's affiliated companies and their respective officers, agents and employees (including, without limitation, any other special employee and any corporation or other entity furnishing to Company or an affiliate Company the services of any such other special employee) shall be governed by and limited to those provided by Workers' Compensation.

H. I acknowledge and agree that the results and proceeds of my services hereunder ("Results") shall be "works made for hire" (for the purpose of U.S. copyright law and all other copyright laws throughout the universe) with all rights (copyrights, rights under copyright and otherwise, whether now or hereafter known) and all renewals and extensions of such rights as may now or hereafter exist, to be vested initially in Lender and assigned to Company. If or to the extent for any reason in any country, such Results are not recognized to be a "work made for hire" then I hereby irrevocably and absolutely assign to Lender (and Company as Lender's assignee) all of my respective rights (copyrights, rights under copyright and otherwise, whether now or hereafter known) and all renewals and extensions thereof as may now or hereafter exist, in and to such Results throughout the universe and in perpetuity. I hereby assign absolutely and irrevocably to Lender (and Company as Lender's assignee) in perpetuity, on my own behalf and on behalf of my respective successors-in-interest, heirs, executors, administrators, and assigns, all of my respective "economic/neighboring" rights in and to such Results and in the Picture and any derivative works based on such Results and/or the Picture which are, at any time, granted by domestic, foreign, or multi-national legislation, including, but not limited to EC or other legislation or directives concerning remuneration pursuant to any blank audio/visual tape levy, rental, lending, public performance rights, so-called "performer property rights" and/or rights in respect of satellite and cable retransmission broadcasts in EC member states or otherwise. I acknowledge that the compensation paid to Lender under the Agreement includes full, equitable and adequate consideration for this assignment and that such consideration is an adequate part of the revenues derived or to be derived by Lender (and Company as Lender's assignee) from such rights. I hereby irrevocably and unconditionally waive the "moral rights" and analogous rights of authors (and rights of enforcement thereof), as said term is commonly understood throughout the world.

I. I hereby grant to Company the right, in perpetuity and throughout the universe to use my name, photograph, likeness, biographical data, and recordings of my voice and other sound effects in connection with any of the following: the production, advertisement, distribution, or exploitation of the Picture or any television Picture or motion picture containing any of the results and proceeds of my services hereunder, including without limitation, the filming and exploitation of featurettes, promotional films, "behind-the-scenes" or "making of" films, programming, interviews and/or documentaries, however exploited or distributed (and/or writing and exploiting a book); Company's institutional advertising; publications of other material based on the Picture; and all subsidiary and ancillary rights therein, in any and all media, including, but not limited to, recordings (in any configuration) containing any material derived from the Picture, including, without limitation, all or any part of the soundtrack of the Picture, publications, merchandising and commercial tie-ups; provided, however, that in no event shall I be depicted as using any product, commodity or services without my prior consent. Notwithstanding the foregoing, it is understood and agreed that Company's uses of my name in a billing block on any item of merchandise or other material shall constitute an acceptable use of my name which shall not require such consent.

(Continued)

J. I warrant and represent that: (i) I have the right to execute this document; (ii) I have not entered into and will not enter into any commitment or agreement which will or might in any way conflict with the material obligations under the Agreement; (iii) the Results are or shall be wholly original with me (or, in minor part, in the public domain throughout the universe; provided, that I so advise Company upon submission of my work to Company and identify the material I used which I believe to be in the public domain) and not copied in whole or in part from, or based upon, any other work or source (except for assigned material submitted to me by Company as a basis for the Results); (iv) the Results do not and shall not infringe upon the copyright of any person or entity; (v) the Results are not and shall not be based in whole or in part on the life of any real person, except as approved in advance in writing by Company; (vi) the Results do not and shall not, to the best of my knowledge in the exercise of reasonable prudence, violate the right of privacy or publicity of, or constitute a libel or slander against, or otherwise violate any other rights of any kind or nature whatsoever of, any person or entity; and (vii) the Results are not and shall not be the subject of any litigation or claim pending or, to the best of my knowledge in the exercise of reasonable prudence, threatened that might give rise to litigation.

K. I agree to defend, indemnify and hold harmless Company, its successors, licensees and assigns, and the respective shareholders, officers, parents, affiliates, directors, employees, agents and representatives of each of the foregoing, and any person(s) or entity(s), in whole or in part, owning, financing, producing or otherwise exploiting the Results and/or any work based thereon, and each of them, from and against any and all claims, liabilities, losses, judgments, damages, costs and expenses (including, without limitation, reasonable outside attorneys' and accountants' fees and costs and court costs, whether or not in connection with litigation) arising out of the breach or alleged breach of any representation, warranty or agreement made by me herein.

L. No breach by Lender or any other person or entity of any obligation to me shall allow me to terminate or rescind the rights granted herein or in any way otherwise affect such rights or enjoin the exhibition of the Picture, any other television Picture, motion picture or other production based upon the Picture or part thereof or rights therein, or to obtain any other form of equitable or injunctive relief, any right to which I irrevocably waive.

M. Company shall be free to assign the Agreement and its rights thereunder, and to delegate its duties under the Agreement at any time and from time to time, in whole or in part, to any person or entity. I may not assign the Agreement or my rights thereunder, or delegate my duties under the Agreement, in whole or in part.

N. I agree to execute and deliver any and all documents and take any and all actions reasonably necessary or advisable to effectuate, document, perfect or implement the terms set forth herein, including, without limitation, the assignment of rights contemplated herein. In the event that I fail to so execute and deliver such documents or I fail to take such actions within five days of Company's written request, I hereby appoint Company as my attorney-in-fact to execute such document and/or take such actions, which appointment is coupled with an interest and, therefore, is irrevocable.

_____

[ARTIST'S OR EMPLOYEE'S SIGNATURE]

INVOICE

TO: XYZ PRODUCTIONS
1234 FLICK DR.
HOLLYWOOD, CA 90038

FROM: ASHLEY WILKES DATE 3/17/XX
(Address) 123 TWELVE OAKS AVE.
ATLANTA, GEORGIA
(Phone #) 555-3824

PAYEE SS# OR FED. ID# 521-76-3535 1099 ✓

FOR SERVICES RENDERED ON _____ OR WEEK/ENDING 3/15/XX

DESCRIPTION OF SERVICE/RENTAL/CAR ALLOWANCE

DIALOGUE COACH TO HELP CAST WITH SOUTHERN ACCENT	
22.5 HRS @ $100- PER HOUR	

TOTAL AMOUNT DUE $ 2,250-

EMPLOYEE SIGNATURE Ashley Wilkes

APPROVED BY Fred Gilmer

PD. BY CHECK # 2376 DATE 3/20/XX

© ELH

LOANOUT CONVERSION AGREEMENT

As of [DATE] ("Effective Date")

[EMPLOYEE'S COMPANY NAME] ("Lender")
[ADDRESS]

Attention:

Re: [TITLE OF PICTURE] (the "Picture")

To Whom It May Concern:

Reference is made to that certain agreement between [NAME OF PRODUCTION ENTITY] ("Producer") and Employee regarding the Picture (the "Initial Agreement"). As of the Effective Date, the parties have agreed as follows:

1. Employee assigns to Lender the Initial Agreement which is incorporated by this reference. As of the date of such assignment, Employee will cease to be a direct employee of Producer and Producer will have no obligation directly to Employee for the payment of services thereafter performed under the Initial Agreement. Lender will furnish the services of Employee to Producer and Employee will perform such services to the same extent as though Employee had remained directly employed by Producer.

2. Lender hereby grants and assigns to Producer all of the rights to Employee's services which are granted to Producer under the Initial Agreement and Producer will become the owner of the results and proceeds of Employee's services as provided in the Initial Agreement to the same extent as though Employee had been employed directly by Producer and Producer were the employer for hire of Employee.

3. For the performance of all of Lender's obligations hereunder and for all rights granted by Lender, Producer will pay Lender an amount equal to the compensation that would have been paid to Employee pursuant to all of the terms and conditions of the Initial Agreement had Employee remained a direct employee of Producer and had not assigned the Initial Agreement to Lender.

4. Lender represents and warrants that Employee is under a services contract with Lender that will continue throughout the term of the Initial Agreement; that the Initial Agreement obligates Employee to comply with Lender's obligations under this Agreement; that Lender has and will have the right to furnish Employee's services to Producer hereunder for the term of the Initial Agreement; that Lender has and will have the right to grant all rights of whatever nature in and to the results and proceeds of the services contracted for in the Initial Agreement; that Lender has authority to enter into and to cause Employee to fully perform this Agreement in accordance with its terms; that neither Lender nor Employee is under any obligation whatsoever which will or may be reasonably anticipated to prevent Lender and/or Employee from fully performing its or her/his obligations under this Agreement; that Lender is a corporation organized and operated under the laws of_____ for the purpose of furnishing services for clients, and serves a meaningful business purpose other than to secure tax benefits that would not otherwise be available (in connection therewith, Lender agrees promptly to furnish to Producer a copy of its Articles of Incorporation); that Lender has officers and other persons authorized to act for it and has a board of directors that meets at least annually and keeps minutes, accounting books and renders all governmental reports required of a corporation; that Lender has clients to which it furnishes the services other than Producer; that Employee is or will become, and will remain during the term of the Initial Agreement, a member in good standing of each labor union having jurisdiction over Employee's services

(Continued)

to be furnished hereunder with which Producer may at any time have agreement(s) lawfully requiring such union membership, and that Employee's services are unique and extraordinary and that the breach of any of Employee's obligations to Lender under Employee's agreement with Lender will cause Producer irreparable damage. Lender further agrees to indemnify and hold harmless Producer, its affiliated entities, and their successors, transferees, assigns and licensees, and the respective agents, associates, directors, officers, shareholders and employees of each, free and clear from and against any and all damages, costs, expenses, claims and causes of action (including but not limited to outside attorneys' fees and expenses in the defense and disposition of such matters) in any way arising by reason of (a) any claim upon any obligations of Employee, (b) any failure on Lender's part to make or pay the required deductions and/or withholdings from the considerations payable by Lender to Employee and any employment taxes on payments by Lender to Employee and/or (c) the breach by Lender and/or Employee of any provision, agreement and/or warranty contained in this Agreement.

5. It is understood and agreed that Producer and Lender are entering into this Agreement as independent contractors, and no partnership or joint venture or other association will be deemed created by this Agreement. Lender and Employee acknowledge that Employee is not entitled to participate in any employee benefit or other plan sponsored by Producer for the benefit of Producer's employees. Producer will pay to Lender directly, without payroll deductions of any kind whatsoever, all monies which may become due and payable hereunder, as, when and to the extent such payments become payable. Lender will have the sole and entire responsibility of employer of Employee and will discharge all of the obligations of any an employer under any federal, state or local laws, regulations or orders now or hereafter in force, including, but not limited to, those relating to taxes, unemployment compensation or insurance, social security, disability pensions, tax withholdings and including the filing of all returns and reports required of employer and the payment of all taxes, assessments and contributions and other sums required of an employer. Notwithstanding the foregoing, Employee will be considered the employee of Producer solely for purposes of workers' compensation insurance. Lender will deduct and withhold from the consideration payable by Lender to Employee all amounts required to be deducted and withheld under employment agreements pursuant to the provisions of any law, regulation, ordinance, order or collective bargaining agreement requiring the withholding or deduction of compensation to Lender, together with the right and authority to pay any such deductions or withholdings over to any party entitled to the same pursuant to the provisions of any such law, regulation, ordinance, order or collective bargaining agreement, and will pay any other employment taxes due to any taxing authority in connection with payments by Lender to Employee. Lender will furnish Producer with federal, state and local tax identification numbers of Lender to establish proof of registration to pay such employment taxes, and will indemnify and hold Producer harmless for any tax payments, including any interest and penalties that Producer may be required to pay as a result of any federal and/or state income or employment tax audit of Producer by any Governmental agency that should have been paid as the tax liability of Lender.

6. Lender will have the benefit of all agreements, representations and warranties made by Producer to Employee in the Initial Agreement; provided, however, that Lender will not receive any rights hereunder greater than those which Employee would have received if Employee had been employed directly by Producer. Producer will have the benefit of all agreements, representations and warranties made by Employee to Producer in the Initial Agreement; provided, however, that Producer will not receive any rights hereunder greater than those which Producer would have received if Producer had directly employed Employee or except as expressly set forth in this Agreement.

7. If the Initial Agreement contains any grant to Producer by Employee of options to employ Employee or to extend the term of Employee's employment under the Initial Agreement, Lender hereby grants to Producer like options for the same duration to have Lender furnish the services of Employee in

(Continued)

accordance with all of the terms and conditions of the Initial Agreement. Any notice provided to be given to Employee under the terms of the Initial Agreement will be given to Lender in the manner provided in the Initial Agreement for notices to Employee. Any such written notice may be given by mail addressed to Lender at the address set forth above (or at such other address as Lender may from time to time designate by written notice to Producer).

8. Producer will pay directly, on Lender's behalf, all pension, health and welfare contributions required to be made under applicable collective bargaining agreements with respect to Employee's services pursuant to the Initial Agreement. In no event, however, will such payments exceed the total amount of the similar payments, if any, which Producer would have been required to make had Employee been employed directly by Producer.

AGREED & ACCEPTED:

"LENDER"	"PRODUCER"
By:_____	By:_____
Its:_____	It's:_____

I agree insofar as it applies to me:

_____
"EMPLOYEE"

MILEAGE LOG

NAME _____ WEEK ENDING _____

SHOW _____ PROD#: _____

Reimbursement for use of Employee's vehicle will be based on the reported number of actual miles driven for business purposes only. Estimated mileage is not accepted, and mileage to and from home will not be reimbursed.

DATE	TO	FROM	PURPOSE	MILEAGE
			TOTAL MILES DRIVEN:	

Mileage reimbursement will be paid to the undersigned Employee at the rate of $ _____ per mile.

TOTAL AMOUNT DUE: $ _____

EMPLOYEE'S SIGNATURE:

_____ Date _____

APPROVAL:

_____ Date _____

UPM

Pd. by Check# _____ Date _____

PERSONAL VEHICLE RELEASE

Production Company _____

Show _____

Employee _____ Position _____

Address _____ Phone# _____

_____ Cell# _____

I fully understand that while working on the above-mentioned Show, it will be necessary for me to use my personal vehicle in connection with my job.

I assert that my vehicle is in good working order, I carry the appropriate automobile insurance coverage (liability and physical damage), and neither the production's insurance nor that of its parent companies shall apply to any claims, loss or damage related to the use of my vehicle. I further agree to supply the production with proof of adequate insurance coverage.

I understand that I am prohibited from using my cell phone or texting while driving. Should it be necessary to use my cell phone while driving, I agree to use a hands-free device and dial by voice command or while the vehicle is safely stopped.

I understand that I will be reimbursed for the use of my car with proper substantiation, either in the form of a **weekly mileage log** or the submission of **gas receipts** (never both), as indicated below.

☐ ***mileage logs*** must include a destination, purpose and ending mileage for each "run". Estimated mileage is not accepted, and mileage to and from home is not reimbursed.

Mileage reimbursement is paid at _____¢ per mile.

Mileage logs are to be submitted on a weekly basis (along with my time card) and approved by the UPM.

☐ ***gas receipts*** are reimbursed through petty cash. They must be original (no photocopies or carbons allowed) and no pre-paid gas receipts will be accepted. Each receipt must include the date, my name, quantity of gas purchased, price per gallon and identification of the station where the gas was purchased.

ACCEPTED & AGREED TO:

_____
Employee

_____
Date

APPROVED BY:

_____
UPM

_____
Date

PETTY CASH ACCOUNTING

NAME _____ DATE _____ ENVELOPE#

PICTURE _____ AMT. RECEIVED $ _____

[ ] CHECK [ ] CASH

POSITION _____ DEPT. _____ CHECK# _____

DATE	RECEIPT NO.	PAID TO	PAID FOR	ACCOUNT	AMOUNT

UPM:	APPROVED:	TOTAL RECEIPTS:
AUDITED:	ENTERED:	AMT. ADVANCED:
PETTY CASH ADVANCE/REIMBURSEMENT		CASH/CHECK RET'D:
RECEIVED IN CASH: $	ON:	REIMBURSEMENT DUE:
SIGNATURE:		

NOTE: Tape receipts to 8-1/2x11 sheets of paper and number each to correspond with numbers listed above. Receipts are to be originals, and each must be dated and clearly indicate what it is for. Circle date, vendor and total amount on each receipt.

PURCHASE ORDER

DATE_____ **P.O.#**

SHOW_____ PROD#_____

PROD. COMPANY_____

ADDRESS_____ PHONE#_____

_____ FAX#_____

VENDOR_____ PHONE#_____
ADDRESS_____ FAX#_____

_____ CELL#_____

CONTACT_____ E-MAIL_____

VENDOR SOC. SEC. # OR FEDERAL ID#_____CORPORATION: ☐ YES ☐ NO

☐ PURCHASE ☐ RENTAL *(indicate whether amount being charged is per show, day, week or month)*

DESCRIPTION	CODING	AMOUNT

SET #S:_____ INCL. TAX IF APPLICABLE_____

IF TOTAL COST CANNOT BE DETERMINED AT THIS DATE,
ESTIMATE OF COSTS WILL NOT EXCEED $_____ **TOTAL:$ _____**

IF P.O. IS FOR A RENTAL, PLEASE INDICATE RENTAL DATES: FROM_____TO_____

ORDER PLACED BY_____ DEPT_____

APPROVED BY_____ DATE_____

PURCHASE ORDER EXTENSION

DATE_____ ORIGINAL P.O.#

SHOW_____ PROD#_____

VENDOR_____ PHONE#_____

CONTACT_____ FAX#_____

☐ RENTAL ☐ SERVICE

DESCRIPTION	CODING	AMOUNT

INCL. TAX IF APPLICABLE _____

TOTAL COST: $_____

EXTENDED RENTAL DATES: FROM_____ TO_____

P.O. EXTENDED BY_____ DEPT_____

APPROVED BY_____ DATE_____

PURCHASE ORDER LOG

SHOW:

P.O. #	DATE	VENDOR	P.O. FOR	PRICE	CHECK ONE			DATE RENTAL RET'D	ASSET √	DEPARTMENT P.O. ASSIGNED TO
					PURCHASE	RENTAL	SERVICE			

AMOUNT $ 400- NO. 27

RECEIVED OF PETTY CASH

DATE 5·25·XX

NAME FRIEDA FITTER

DEPARTMENT WARDROBE

DESCRIPTION

☑ PETTY CASH TO BE ACCOUNTED FOR

APPROVED BY Fred Filmer, UPM

RECEIVED BY Frieda Fitter

© ELH

REQUEST FOR PETTY CASH ADVANCE

Production Company_____ Date_____

Show_____ Prod#_____

Name_____ Department_____

Address_____ Home Phone_____

_____ Cell Phone_____

_____ E-Mail Address_____

I hereby acknowledge receipt of a petty cash advance in the amount of $ _____ in connection with the above-mentioned production.

I agree to submit receipts and an accounting of the adance within 30 days from receipt or immmediately after my assignment on this show has been completed, and I agree and authorize that any balance not accounted for may be deducted from my payroll checks or any other monies due to me.

_____ _____

Employee's Signature Social Security# or Federal ID#

_____ _____

Check Picked Up By Date

FOR ACCOUNTING USE ONLY

PRIOR ADVANCES $_____

THIS ADVANCE $_____

TOTAL ADVANCED $_____

ACCOUNT#	AMOUNT	PC VOUCHER#	APPROVALS

VEHICLE RENTAL SHEET

PRODUCTION COMPANY _____ DATE _____

ADDRESS _____

_____

PHONE# _____

The vehicle as described below is to be rented for use on the film tentatively entitled:

_____

TYPE OF VEHICLE _____
YEAR, MAKE, MODEL _____
VIN# _____
LICENSE# _____ VALUE$ _____
SPECIAL EQUIPMENT/ATTACHMENTS _____

_____

RENTAL PRICE $ _____ PER ☐ DAY ☐ WEEK ☐ MONTH
START DATE _____ COMPLETION DATE _____

LEGAL OWNER OF VEHICLE _____
ADDRESS _____

_____

PHONE# _____ FAX# _____

DRIVER OF VEHICLE (IF NOT OWNER) _____
VEHICLE TO BE USED FOR _____
DEPARTMENT _____

INSURANCE SUPPLIED BY _____
INSURANCE COMPANY _____
POLICY# _____
INSURANCE AGENCY _____
INSURANCE AGENCY REP _____
PHONE# _____ FAX# _____

CERTIFICATE OF INSURANCE: ☐ TO OWNER ☐ IN VEHICLE ☐ ON FILE
COPY OF REGISTRATION IN THE CAR: ☐ YES ☐ NO

AGREED TO _____
(Vehicle Owner)

APPROVED BY _____ TITLE _____

VENDOR CREDIT REQUEST

SHOW _____

PROD# _____ DATE _____

TO: ACCOUNTING

FROM: _____
Department

Please open an account with the following vendor:

NAME OF VENDOR/BUSINESS _____

ADDRESS _____

_____

_____

PHONE/FAX# _____

PRIMARY CONTACT _____

E-MAIL ADDRESS _____ CELL# _____

MERCHANDISE/SERVICE(S) PROVIDED _____

_____

_____

☐ W-9 Attached ☐ Certificate of Insurance Sent

PERSON(S) AUTHORIZED TO SIGN ON THIS ACCOUNT	TITLE
_____	_____
_____	_____
_____	_____

APPROVED

_____	_____	_____
DEPARTMENT HEAD	UPM	ACCOUNTANT
_____	_____	_____
Date	Date	Date

Form **W-8BEN**
(Rev. February 2006)
Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

► Section references are to the Internal Revenue Code. ► See separate instructions.
► Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do not use this form for:	Instead, use Form:
• A U.S. citizen or other U.S. person, including a resident alien individual	W-9
• A person claiming that income is effectively connected with the conduct of a trade or business in the United States	W-8ECI
• A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions)	W-8ECI or W-8IMY
• A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions)	W-8ECI or W-8EXP

Note: *These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.*

• A person acting as an intermediary	W-8IMY

Note: *See instructions for additional exceptions.*

Part I Identification of Beneficial Owner (See instructions.)

1 Name of individual or organization that is the beneficial owner

2 Country of incorporation or organization

3 Type of beneficial owner: ☐ Individual ☐ Corporation ☐ Disregarded entity ☐ Partnership ☐ Simple trust
☐ Grantor trust ☐ Complex trust ☐ Estate ☐ Government ☐ International organization
☐ Central bank of issue ☐ Tax-exempt organization ☐ Private foundation

4 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**

City or town, state or province. Include postal code where appropriate. | Country (do not abbreviate)

5 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate. | Country (do not abbreviate)

6 U.S. taxpayer identification number, if required (see instructions) ☐ SSN or ITIN ☐ EIN

7 Foreign tax identifying number, if any (optional)

8 Reference number(s) (see instructions)

Part II Claim of Tax Treaty Benefits (if applicable)

9 **I certify that (check all that apply):**

a ☐ The beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

b ☐ If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).

c ☐ The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).

d ☐ The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).

e ☐ The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, $500,000.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article _____ of the treaty identified on line 9a above to claim a _____ % rate of withholding on (specify type of income): _____
Explain the reasons the beneficial owner meets the terms of the treaty article: _____

Part III Notional Principal Contracts

11 ☐ I have provided or will provide a statement that identifies those notional principal contracts from which the income is **not** effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

Part IV Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

1 I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,
2 The beneficial owner is not a U.S. person,
3 The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, **and**
4 For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here ► _____ Signature of beneficial owner (or individual authorized to sign for beneficial owner) | _____ Date (MM-DD-YYYY) | _____ Capacity in which acting

For Paperwork Reduction Act Notice, see separate instructions. Cat. No. 25047Z Form **W-8BEN** (Rev. 2-2006)

Printed on Recycled Paper

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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 Line 1 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

or

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 or 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).

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 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

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, 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' share of effectively connected income.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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Chapter 4

From Script to Schedule

INTRODUCTION

My definition of *production* is the process of taking a script and creating (or 'producing') a movie (or TV show, cable movie, commercial, webisode, mobisode or interactive program or game) from it. In simpler terms, it's the manufacturing of a product. This chapter covers (among other related issues) certain basic elements of production – the script breakdown, board and schedule and how each step progressively leads to the next. If you're not already breaking down scripts and creating schedules, it's doubtful that reading this chapter would qualify you to do so. It will, however, provide you with a fundamental understanding of how it all works; why it's important to know and why these functions are the basis for the entire filmmaking process. For further information on breakdowns and schedules, check out Samuel French Book Store (www.samuelfrench.com) or other bookstores that sell film-related publications and see the many books devoted to this topic. Classes and seminars on film scheduling are also available wherever film courses are offered.

IT ALL STARTS WITH A SCRIPT

Making a movie begins when you're handed a completed screenplay (script) written by someone else or have finished one that you've written yourself. Sometimes it's a spec script that you or someone else is trying to sell or raise money to produce, in which case, being able to do a schedule and budget based on the script will let everyone involved know the approximate length of time it should take to shoot and how much it's likely to cost – important factors to selling the project. Other times, you're hired by a studio, production company or producer to work on a film after the script has been bought and the project has been greenlit (given a firm "go" and start date). In this case, at least one preliminary schedule and budget (probably several) have already been done, and everyone involved has at least an indication of how long it should take to shoot and how much it should cost to make (although these factors continue to vary throughout the production process). Note that budgets should be based on shooting schedules, and the better and more detailed the schedule, the more accurate the budget will be (as long as whoever's preparing them has the appropriate expertise).

Most professional writers submit screenplays that are formatted properly (the formatting is automatically built into all screenplay writing software, the most common one being Final Draft). If you choose to write a script and set your own tabs to the correct format using Word, you can (and should) use a font called Courier Final Draft. If for whatever reason, you receive a script that isn't formatted properly, it will need to be revised before anything else can be done. Standard industry writing formats create uniform-sized pages, so a film expected to be 90 to 100 minutes in length should have a screenplay that's 100 to 120 pages long – or approximately one page for each minute of screen time.

Often, you'll receive a script that doesn't have scene numbers or contains scenes that are improperly identified. (A scene represents a segment of action that takes place in the same location over the same period of time.) The person who does the initial breakdown (usually a production manager or line producer) will assign properly placed scene numbers to the script. They may change slightly when the script is turned over to the first assistant director during prep, but once finalized by the 1st AD, think of them as carved in stone, because the cast, crew and editorial staff will organize and schedule their work according to the script's scene numbers. So once finalized, they can't change.

New material is introduced to a script by adding a letter to the previous scene number. For instance, a new scene that occurs between scenes 4 and 5 would be numbered A5. An addition to that would be scene B5, and so on. If a scene is omitted, the scene number would remain in the script with the word "Omitted" typed next to it. The same holds true for page numbers; they shouldn't be changed either. If you were to lengthen a scene that appeared on page 20 that now runs a page and a half, the new half page would become page 20A, and page 21 would be left as it is. All new or omitted scene numbers and pages are issued on change pages with an asterisk (*) in the right-hand margin next to each line where a change has occurred.

Script Revisions

The term *final draft* almost never means final. It would be ideal if all script changes could be made in the early stages of pre-production, but reality is that changes (even small ones) are often made not only up to, but also throughout,

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principal photography. Script revisions need to be indicated in a precise manner in order for everyone to know if and how each change will affect them and/or their department.

It's not necessary to run off entire new scripts every time there are changes. The accepted standard is to distribute colored change pages – just those pages on which changes occur. For example, the first set of change pages are copied onto blue paper, the second set onto pink, and so forth. The standard color progression runs:

white
blue
pink
yellow
green
goldenrod
buff
salmon
cherry
tan
gray
ivory

Tales from The Trenches

My friend Jerram Swartz (who's a terrific 1st AD/UPM, by the way) was kind enough to review this chapter for me, and after reading this last section, he shared an amusing story with me. It's about his friend, a UPM/producer named Ralph Burris. Some time ago, Ralph was setting up production offices for a low-budget action thriller. The rental offices housed more than one production and came with a copy machine that the tenants shared. The office manager explained to Ralph that the price of copying on colored paper was 4¢ per copy – except for the goldenrod, which was 5¢ per copy. Upon hearing that, he blurted out, "then we'll skip the goldenrod," which prompted a laugh from the penny-pinching producers. But it gave Ralph the idea that "Skip Goldenrod" would be a good name for a low-budget production company. And after that, he started using the name as part of his e-mail address and on trade show name badges.

Once you've gone through each color and eleven sets of script revisions, you can begin again by using white change pages, then blue, then pink, etc. Some studios have made it a practice to come out with an entire blue-paged script once the original script has gone through all eleven sets of multicolored revision pages. Changes to a blue script would start with pink pages and continue to progress through the same cycle of colors.

It's very rare not to have a multicolored script by the end of principal photography. And the way it works is that each time you receive a new set of changes, you carefully insert each page into your script as numbered, removing the corresponding page that's already there as you go along. So if you were to receive a blue page 3 and page 3A, you would remove the white page 3 and replace it with both blue change pages. And then when the next set of revisions come out, you might receive a pink page 3 and page 6, so you would exchange the blue page 3 (though not 3A) with the pink and exchange the white page 6 with the pink. The act of removing and replacing pages continues with each set of changes.

Just as the various colors are important to differentiate between sets of changes, it's also important to indicate the name of the film, the color and the date of the revision at the top of each revised page. For example, at the top of a white page that remains in the script unchanged, you would see:

```
(Name of film) – Shooting Draft – (date)
```

A revised yellow page would read:

```
(Name of film) – Yellow Revisions – (date)
```

The title page of your script should be in the color of your latest set of changes, and would look something like this:

```
(TITLE OF SCRIPT)
by
(writer or writers)

Previous Revisions by
(writer or writers)

Current Revisions by
(writer or writers)


Final Shooting Draft – (date)
Blue Revisions – (date)
Pink Revisions – (date)
Yellow Revisions – (date)
...
```

Your script supervisor will keep track of all revised page counts and the revised number of scenes on a daily log, which will in turn be transferred to the Daily Production Report.

When change pages are generated, it's imperative that they're distributed to the people who need them immediately. In addition to the producer(s), director and production manager, the first assistant director will need to know if and how these changes will affect the schedule; the casting director and/or specific cast members will need to know if there are changes in their dialogue; and the location manager will need to know if any location has been deleted or new ones added. The same will hold true for each department head. Will new equipment or props have to be ordered? Will more or fewer extras be needed? Again, changes need to be distributed to those who need them as soon as possible.

Often, script changes are e-mailed, or if the production is operating with the help of a virtual production office, they may be uploaded onto a website, so that those who

need them can access the site and download them from there. And because they're not handed out in hard copy form as often as they used to be, the color needs to be indicated at the top of each revised page.

Once a show has finished filming and post production is completed, a truly final script is generated. It's called a *Continuity Script* and contains the exact (word-for-word) dialogue and action as it appears in the final cut version of the picture. Continuity scripts are for purposes of distribution and are required as part of your delivery requirements.

THE BREAKDOWN

To accurately schedule a film and determine how many days each actor and stunt performer will be required to work, how many days the film will be shot at each location and exactly what's required to accomplish each scene, a breakdown is done.

Before you begin this process, read the script at least once without analyzing scenes or making notes. Then, if you choose to break down the script manually, you'll need a few good pencils, a transparent ruler and at least one highlighter. Once you're ready to get to work, your first step is to create the scene numbers (or to make sure they're accurately identified) if they don't already exist. Then in pencil, draw a horizontal line across the page at the end of each scene. Each scene is then measured by its page count, and that figure is indicated in the margin. The page count is determined by dividing each page into eighths. Because the text of a script page frequently doesn't start at the very top of the page or end at the very bottom, it can be a bit confusing, but if you go with the rule of thumb that each eighth of a page equates to approximately one inch of text, your page counts should be fairly accurate. Another way to calculate page count is by using the center hole in the left margin of your page as the halfway point with four-eighths above the hole and four-eighths below. You can also fold a piece of paper vertically into eighths, and – using it as a ruler – hold it up (in sections) against each scene. After folding the paper, you'd write 1/8, 2/8, etc. along one side to delineate each eighth, and it would look like this:

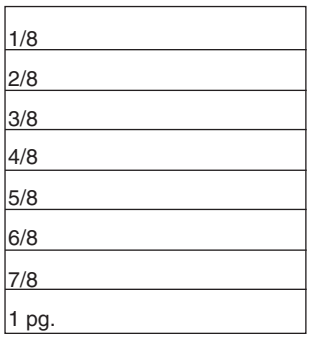


FIGURE 4.1

If a scene is less than one inch, it's still counted as 1/8 page. And don't worry if you should end up with a page that contains more or less than 8 eighths. Full pages are indicated as "1 page," not 8/8ths, and 1⅛ pages would be listed as 1⅛ page – not 9/8. Along the same lines, don't reduce 2/8 to 1/4, 4/8 to 1/2 or 6/8 to 3/4. Keep everything under one page in eighths. And should you have a situation in which (for example) you have a scene that's more than 2/8 but not quite 3/8 page, use your judgment. If it's a busy scene, assign the higher page count to it.

The next step is to highlight or underline the specific components in each scene. Some people use a color-coding system, assigning a color to each element (cast, location, wardrobe, props, etc.) and then highlighting or underlining that element by its appropriate color. Color-coded or not, these are some of the components that should be identified:

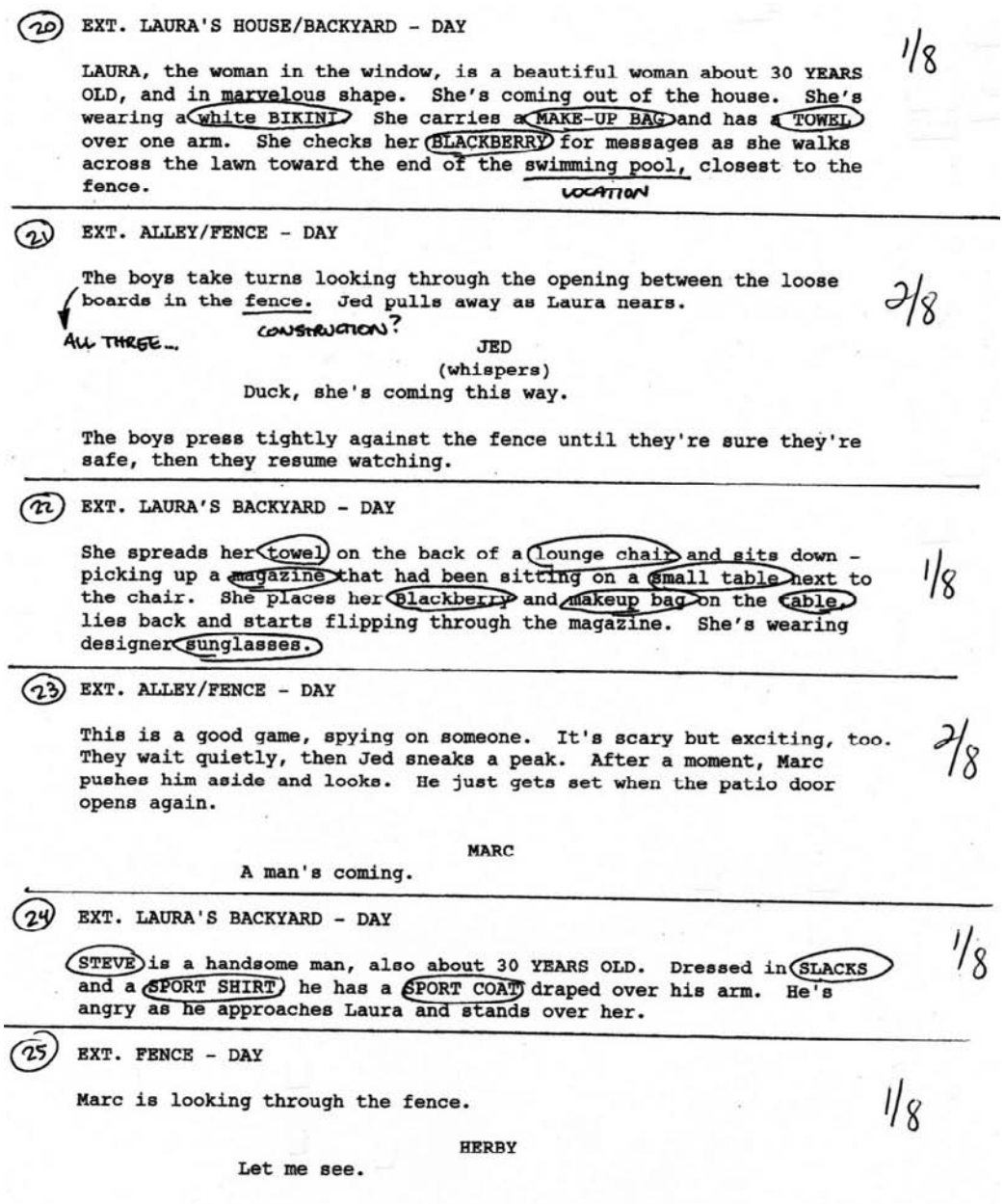
- Scene headings
- Interior or exterior
- Day or night
- Locations
- Cast members
- Key props
- Key wardrobe
- Extras
- Stunts
- Visual effects
- (Physical) special effects
- Picture vehicles
- Animals
- Special equipment
- Minors, babies, etc.

Also single out scenes that can be done by a second unit. Those would be scenes shot without principal actors, such as establishing shots, certain stunts, car drive-bys, etc.

As you gain more experience, you'll be able to read more than what's on the page and anticipate needs that aren't specifically spelled out as you're going through the script. For instance, if you have a character or two swimming under water, you might make a note for yourself in the margin: *underwater camera operator and equipment & safety divers.* If you have a scene that takes place in a bar or pool hall, you'd make notes in the margin that might include: *smoke machine, fan, BG* (for background) *patrons*, etc.

As you go through the script and divide it into scenes, you'll also identify the *script day* associated with each scene – the day (in the story) each scene takes place. And if a scene is a flashback, that has to be highlighted/noted as well.

Here's a sample of what a script page would look once you've broken it down:



20 EXT. LAURA'S HOUSE/BACKYARD - DAY 1/8

LAURA, the woman in the window, is a beautiful woman about 30 YEARS OLD, and in marvelous shape. She's coming out of the house. She's wearing a white BIKINI. She carries a MAKE-UP BAG and has a TOWEL over one arm. She checks her BLACKBERRY for messages as she walks across the lawn toward the end of the swimming pool, closest to the fence.

LOCATION

21 EXT. ALLEY/FENCE - DAY 2/8

The boys take turns looking through the opening between the loose boards in the fence. Jed pulls away as Laura nears.

ALL THREE...

CONSTRUCTION?

JED
(whispers)
Duck, she's coming this way.

The boys press tightly against the fence until they're sure they're safe, then they resume watching.

22 EXT. LAURA'S BACKYARD - DAY 1/8

She spreads her towel on the back of a lounge chair and sits down - picking up a magazine that had been sitting on a small table next to the chair. She places her blackberry and makeup bag on the table, lies back and starts flipping through the magazine. She's wearing designer sunglasses.

23 EXT. ALLEY/FENCE - DAY 2/8

This is a good game, spying on someone. It's scary but exciting, too. They wait quietly, then Jed sneaks a peak. After a moment, Marc pushes him aside and looks. He just gets set when the patio door opens again.

MARC
A man's coming.

24 EXT. LAURA'S BACKYARD - DAY 1/8

STEVE is a handsome man, also about 30 YEARS OLD. Dressed in SLACKS and a SPORT SHIRT, he has a SPORT COAT draped over his arm. He's angry as he approaches Laura and stands over her.

25 EXT. FENCE - DAY 1/8

Marc is looking through the fence.

HERBY
Let me see.

FIGURE 4.2

Historically, the method (before everyone was using computer software) was to transfer the information from your script breakdown onto individual breakdown sheets. From there, pertinent details from the breakdown sheets were transferred onto individual cardboard strips that were then arranged and rearranged on what's called a strip board – ultimately creating a shooting schedule. Strip boards are multipaneled, easy to fold up, vinyl-coated or wooden, 15 to 18 inches high and are made to vertically hold individual cardboard strips. They're rarely used any more, but when they are, it's usually in addition to an electronic version. For years, even after most professionals used only scheduling software, I taught my students how to schedule a film using a strip board and colored strips, because I believed that more thought went into the process if you got to touch and handle the strips as you were figuring it all out. But I don't even know anyone who teaches scheduling that way anymore, so I've long tucked my board and leftover strips into the back of a closet. Ultimately, though, no matter whether it's done manually or electronically, the process of creating a schedule is the same.

The most prevalent software being used at this time is Entertainment Partner's Movie Magic Scheduling (www.entertainmentpartners.com/Content/Products/Scheduling.aspx), but also worth checking out is a web-based production management software system called Scenechronize (www.scenechronize.com), that combines the script, breakdown and scheduling into a single application. For the

purposes of this chapter, however, I'm going to be referring to Entertainment Partner's (EP's) Movie Magic, and I thank Entertainment Partners for letting me use their forms for the purpose of illustration.

The beauty of the software is its versatility – easily creating different variations of the schedule, being able to make changes without having to retype in all the details and having specific props, wardrobe, vehicles, etc. linked to specific characters, so these details are automatically noted when the character appears in any number of the many reports the program generates. Additionally, the reports can be saved as PDF files, so they can be easily e-mailed or uploaded. You can create a calendar (to go with each version of the schedule) that indicates travel days, shoot days, holidays and days off; and another more recent feature is an estimated time field that allows you to approximate production times.

Some people enter the pertinent details from their manual script breakdown onto electronic breakdown pages; others input the relevant information directly onto their computers as they're reading the script, skipping the whole ruler/highlighter/notes-in-the-margin thing.

Once you've input the information, a Movie Magic breakdown sheet would look like this:

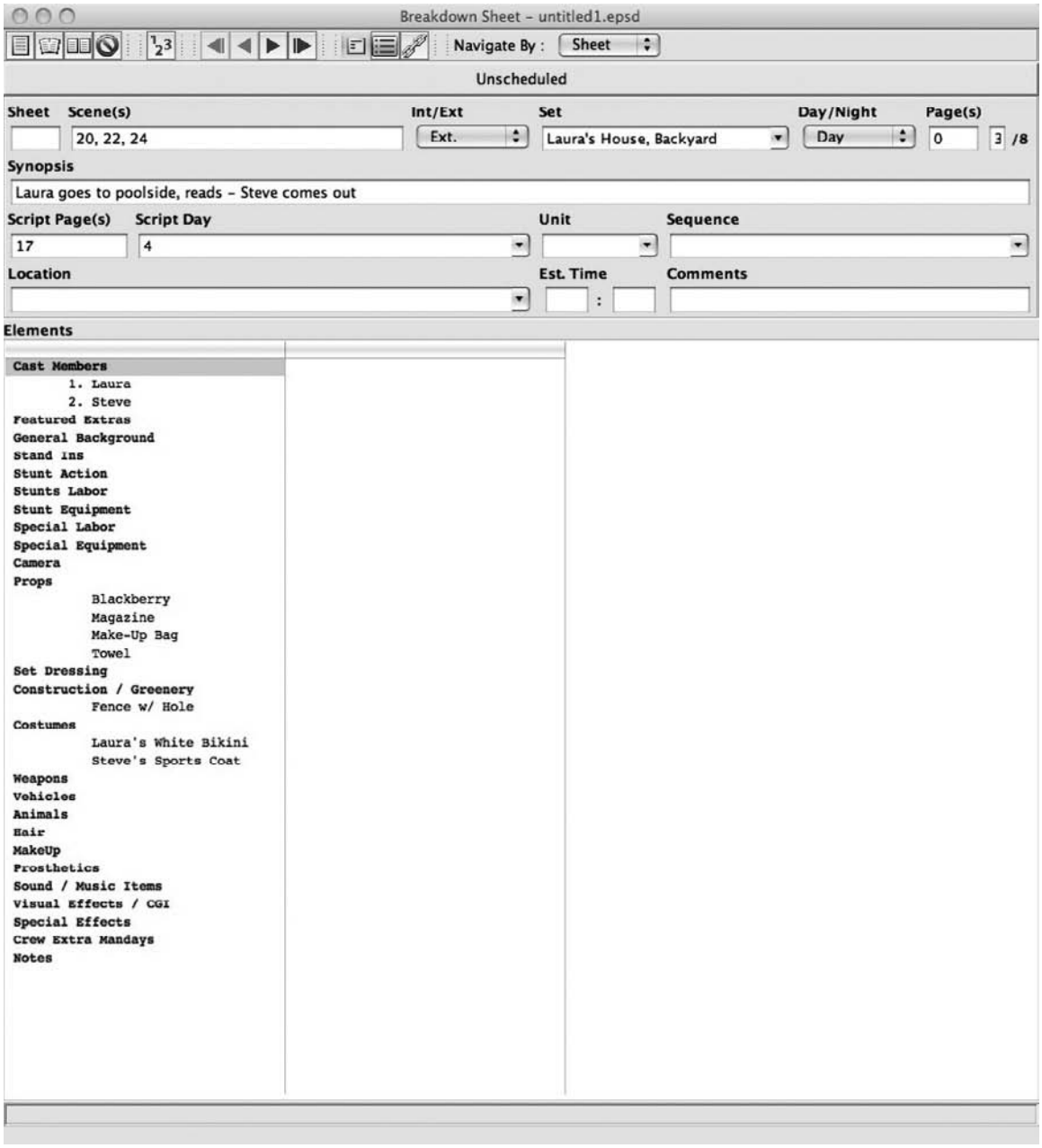


FIGURE 4.3

The breakdown sheets are numbered in sequence, with each one representing a scene. Note that you can group more than one scene on a page if the scenes take place at the same location, with the same characters at the same time of day. A good rule of thumb is that if you can do two scenes without having to cut the camera, they can go on the same breakdown page. Noted on each breakdown sheet will be information indicating the following:

- The scene number(s)
- Whether it's INT (interior) or EXT (exterior)
- The scripted location of where the scene takes place
- Whether it's Day or Night (possibly Dusk or Dawn or Day for Night)
- The page count
- A brief description of the scene – just enough to get the flavor of what the scene(s) is(are) about. In one of my classes, we were breaking down a script where a man was making breakfast for his sons, whom he was planning to take hunting right after breakfast. When the boys arrived at the kitchen table, the father flipped the last of the eggs onto their plates, then proceeded to surprise them with a gift of new rifles. It was quite a lengthy scene, but the description on the breakdown page merely read "guns and eggs."
- The story day
- The characters (listed in order of their assigned numbers)
- A list of stunt performers (these can be included under CAST, unless it's a heavy stunt show)
- A list of extras (i.e., Pirates [6], Wenches [12], Prisoners [100])

Breakdown sheets should also be used to note specific requirements for the following departments:

- Wardrobe
- Props
- Set dressing
- Art department/construction
- Special personnel (i.e., Studio Teacher, Safety Diver, Additional Camera Crew)
- Vehicles
- Camera
- Special (mechanical) effects
- Special visual effects
- Special equipment
- Animals
- Sound effects/music
- Other – anything else worth noting not covered in one of the previous categories
- It's also common to create a category called DQs – Director Questions, where you can list issues to be resolved before the schedule is published. It keeps the questions linked to the scenes they pertain to.

Another step in this process is to assign a number to each speaking role in the script. These numbers, once established, never change, and the actors along with the characters they portray are forever identified by that number in schedules, day-out-of-days, daily call sheets, production reports, SAG time sheets (Exhibit Gs), etc. Generally, the character with the most scenes is listed as #1, the character with the second greatest number of scenes would be #2, and so forth. However, there are those who use different numbering criteria such as: the characters' importance to the story, the value of the actors' appearance in the movie or the order in which they appear in the script.

First Assistant Director Lou Race has a unique numbering system that he's developed over the years, and he's agreed to let me share some of his rules with you. They are:

- The first four or five numbers in the cast list are obviously driven by the logic of the script and the prestige of the performers. (Marlon Brando got to be #1 on *Apocalypse Now*, even though his role was relatively small, and he doesn't show up until two hours into the film.)
- #13 is always reserved for a bad guy or for a comic relief character. If you have a script with both, then it's a judgment call.
- Lou admits that although he knows this is politically incorrect, he reserves round numbers (3, 6, 8, 9) for women and straight numbers (1, 4, 7) for men. Why? – body shape, making it easier to identify women on the board. Oh, and by the way, 2 and 5 can swing either way.
- Couples, especially if they're secondary roles, get consecutive numbers, such as Mr. and Mrs. Jones being assigned 22 and 23 (note that Mrs. Jones has the round number). Similarly, roles that appear together are given adjacent numbers – Joe, Susan and Curly who all work in the Coffee Shop are 15, 16 and 17 (again, it's Susan who has the round number).
- Characters who are numbered to begin with, like Gangster #1, Gangster #2 and Gangster #3 are given numbers that correspond to their character numbers (such as 31, 32, 33). The logic behind this is that it allows you to look at a board, and if a number from the group is missing, you're prompted to go into the script to see why. Is that character truly not in the scene or has someone (like you) made a mistake?

THE BOARD

The scheduling software program takes the most significant information (scene number, location, day/night, int/ext, cast, etc.) from the breakdown pages and creates strips that can be arranged electronically onto a "board." Users are given a choice of both horizontal and vertical templates – each a little different. An option, which works best with the vertical formats, is to use a header board (which was standard on the old strip boards): a wide, vertical section that sits to the left of the strips and at the top,

indicates director, producer, AD and script date. Below that, it lists each role and role number as well as other pertinent categories such as vehicles and BG (background) actors, which line up with the corresponding assigned numbers noted on the strips. Most commonly used nowadays are the horizontal templates, and all templates can be modified to add, delete or change the positioning of the information.

To make the strips easier to arrange, they're assigned colors designating day or night, interior or exterior. Here are the traditional colors used (and some cool ways to remember which color represents what):

- Yellow strips = day exterior (Ext.) *(think of the sun)*
- White strips = day interior (Int.) *(think of fluorescent lights)*
- Green strips = night exterior (Ext.) *(take the yellow from Day/Ext and add blue [to represent night], and you'll end up with green)*
- Blue strips = night interior (Int.) *(take the white from Day/Int and add Blue to represent night)*
- Black strips = day dividers
- Orange strips = stock footage

The software allows you to easily change the colors, so if you want to use blue for night exterior instead of green, you can. You can also add colors to designate dawn, morning, dusk and evening.

Once the strips are completed, you're ready to start figuring out a schedule.

THE SCHEDULE

A schedule is created by way of grouping and arranging (and rearranging) the strips, and you would begin by separating the strips by the following factors:

- Sets and locations (it's expensive to be jumping back and forth between locations, so one location is shot at a time whenever possible)
- Cast members (keep actors' days as consolidated as possible; the more costly their services, the faster you want them to complete their role. Also be aware of related SAG contract guidelines. For example, if you're using an actor on Monday and Thursday, but not on Tuesday or Wednesday, he must be carried and paid for those idle days – unless the drop/pick rule applies.)
- Day/night shooting
- Exteriors/interiors
- Use of child actors (remember, they can work only a limited number of hours per day)
- Changes in time periods
- A difference in a character's appearance (weight, hair length, etc.)
- Time of year
- Weather conditions
- Possible cover sets
- Special effects and stunts
- Second camera days and/or second unit
- The use of special equipment

Another factor to take into consideration is the allowance of *turnaround* (the specified number of hours required between dismissal from the set at the end of one day's shooting and the next day's call time) when scheduling day-to-night or night-to-day sequences.

Once the strips are separated, take each location grouping and separate those by Interior and Exterior, Day and Night. Arrange the board by locations, then arrange them by cast numbers within each location grouping. Keep doing this with each of the factors in order of importance to your production.

When arranging strips, keep in mind that difficult stunts and effects are often planned early in the schedule, so if problems do arise, there may still be enough time to alter the schedule and facilitate changes. And just in general – allow enough time for the scenes that are going to take longer to set up, such as a shot of someone driving a car, which requires a camera car and tow rig. It's also a good idea to plan exterior location shooting as early as possible and stage (or interior) shooting at the tail end of the schedule, so cover sets aren't used up early on should there be a weather problem.

Some directors like to shoot scenes as close to their proper script order as possible. Some shows are scheduled with the most intimate scenes saved for last to give the actors enough time to feel comfortable with each other. Some leave the most complicated scenes for last to give the crew more time to prep. I worked on one film that had a crazy schedule in order to accommodate our lead actor, who was appearing simultaneously as a regular on a popular TV series. There are a multitude of factors to take into consideration when scheduling a show as well as intangible elements that can affect scheduling, and each comes with a different set of variables.

Now that the strips are in order, you'll want to know how many pages to schedule per day. This will depend on different factors, such as the rate of speed in which your director and director of photography work. You may be on a show (such as an episodic television series) that has a finite number of days in which to shoot or your budget may only accommodate so many shoot days. There are also times when you may have to base your number of shoot days on an actor's availability. If you're lucky enough, you can plan for as many shoot days as you feel are necessary.

Once you determine the length of your schedule, take the number of pages in the script and divide that by the number of days in the schedule to get the number of pages you need to shoot each day. Movies for television generally shoot five to six pages per day; series, six to seven pages; and with features – well, it just depends. Remember that there are certain factors you need to

allow more time for: stunts, effects, animals, special equipment, working with children, making moves, working on or in water or cold weather, working in or around aircraft or boats, etc. Location work is also more time-consuming than stage work. If you have the luxury, schedule a lighter first day to give the cast and crew a chance to get used to working together.

Day break strips (which are usually black) are inserted underneath the strips that constitute a day's work. They indicate:

`End of Day # _____, – (date) – (page count)`

The software will pull the date from the calendar you've created and will automatically calculate the page count. Once a day break is in place, you'll see that the corresponding breakdown page will now include the shooting day number and the date that scene (or set of scenes) will be shot. You can also add banner strips to your board to bring special attention to anything pertinent to your schedule, such as a travel day, company move or pre-rigging.

There is no such thing as a final board, because the schedule changes often (even if only slightly) based on changing circumstances. But once it's pretty well arranged by shooting order, the sequence of the strips along with the information on the breakdown sheets are used to automatically generate a *Shooting Schedule*, which is a detailed blueprint for each day of shooting. Shooting schedules are distributed to everyone associated with the picture, as well as shorter versions of the schedule, called *One-Line Schedules* (also referred to as *one-liners*). Other reports generated by Movie Magic include the Day-Out-of-Days, Cast List and Set List, which are all distributed throughout pre-production – continuously being updated as deals and locations are finalized, roles are being cast and decisions are being made. This all leads up to the distribution of the first shooting schedule at the last (full) production meeting held a few days to a week before shooting begins.

The following is a sample of what a One-Line Schedule would look like:

Scheduled					
20	Day	Ext.	Laura's House, Backyard Laura goes to poolside	3/8	4, 6
22	Day	Ext.	Laura's House, Backyard Laura Sets up her spot, reads a bit	3/8	4, 6
24	Day	Ext.	Laura's House, Backyard Steve comes out so see Laura	3/8	4, 6
21	Day	Ext.	Alley/Fence The boys peer through the fence	5/8	1, 2, 3
23	Day	Ext.	Alley/Fence The boys peer through the fence, swapping places	5/8	1, 2, 3
25	Day	Ext.	Alley/Fence Marc looks through the fence	5/8	1, 2, 3
End Day # 6 Monday, January 18, 2010 – Total Pages: 3 – 0:00					

FIGURE 4.4

Day-Out-of-Days

A Day-Out-of-Days is a chart that denotes workdays – primarily referring to the cast. It's also a handy way to chart schedules for stunt performers, picture vehicles, special equipment and anything that might pertain to your show. For example, if you're doing a water picture and using several different boats throughout the shoot, it would be a good idea to do a day-out-of-days tracking which days each boat works. (Note: to do this, you need to create a category in your breakdown called *Marine*, so the information is appended to each strip it needs to be with.)

There are code letters used on the Day-Out-of-Days that are also used on Call Sheets, Production Reports and SAG time sheets (Exhibit Gs) – all relating to cast workdays. Here's the way it works:

- S = "Start" – this denotes the first day of work, whether it's a rehearsal, travel or shoot day.
- R = "Rehearse"
- T = "Travel" – could also be used for Test days, and on shows with both test and travel days, travel might be designated with a "TR"
- W = "Work" – referencing a "shoot" day
- H = "Hold" – an idle day for weekly or daily performers who remain on payroll until their roles are completed
- D = "Drop" – as in "drop/pick-up," which is when an actor has intervening time of at least ten calendar days

between work days (for rules pertaining to consecutive employment and drop/pickup, see Chapter 12)
- P = "Pick-up" – the second half of a "drop/pick-up"
- F = "Finish"

The first entry for any actor would be an SR, ST or SW. The first day always starts with an "S" and one other letter. The exception would be if an actor works for one day only, in which case the designation would be SWF. Just as all first days start with an "S," all last days end with an "F," as in WF or TF.

In a drop/pick-up situation, an actor's schedule may be indicated with a "SWD" or "WD" on the last day of the first part of his or her engagement, and a "PW" (following the intervening days) on the first day of the second part of his or her engagement.

The following is what a Day-Out-of-Days looks like:

"" Day Out of Days Report for Cast Members (Pg: 1 of 1)

Month/Day	01/11	01/12	01/13	01/14	01/15	01/16	01/17	01/18	01/19	Co.						
Day of Week	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Travel	Work	Hold	Holiday	Start	Finish	TOTAL
Shooting Day	1	2	3	4	5			6	7							
1. Herby	SW	W	W	W	W			W	WF		7			01/11	01/19	7
2. Jed	SW	W	W	W	W			W	WF		7			01/11	01/19	7
3. Marc	SW	W	W	W	W			W	WF		7			01/11	01/19	7
4. Laura								SW	WF		2			01/18	01/19	2
5. Rat Man				SWF							1			01/14	01/14	1
6. Steve								SWF			1			01/18	01/18	1
7. George	SW	WF									2			01/11	01/12	2
8. Jake		SWF									1			01/12	01/12	1
9. Mom				SW	H			H	WF		2	2		01/14	01/19	4
10. Cop #1			SWF								1			01/13	01/13	1
11. Cop #2			SWF								1			01/13	01/13	1

FIGURE 4.5

Breakdowns

Breakdowns are schedules of individual elements tracked by shoot day/date, scene number(s) and/or location. This could include extras, stand-ins, stunts, effects, second-unit requirements, picture vehicles, make-up/hair, special equipment, etc. Although department heads will create their own departmental breakdowns, the 1st AD can create specific breakdowns appropriate to the show. As discussed previously, they can be detailed in the form of a Day-Out-of-Days or as a Report. (Note that you can also track individual elements by scene with the Strips feature of Movie Magic software.) You can track which scenes have music, animals, specific vehicles or which extras work on each day. If you're working on a film about a road trip, you'll want a breakdown of which scenes are shot in which scripted (and actual) locations. If you have potential weather issues, you might want to do a breakdown of cover sets. The more material that's broken down ahead of time, the more prepared your crew is going to be.

Continuity Breakdown

There are different variations of the Continuity Breakdown, but basically, they all track the sequence (or progression) of events and are extremely useful tools.

Here's a basic format for a Continuity Breakdown:

Shoot Day, Date	Story Year, Month, Day	Scene No(s)	Page Count	Story Location	Shooting Location	Brief Description

FIGURE 4.6

Individual continuities should also be prepared for anything relevant to your show. If a person ages or has a weight change during the course of a script, if a car gets more damaged as the story progresses, if a building or town deteriorates or improves or a person gradually transforms into a creature, you'll want to know which stage the progression is in at all times. A continuity schedule of this type will chronologically list scenes numbers, and in the next column, a description of the evolution at that point in the story. Then, no matter what order the scenes are shot, all departments will know exactly what's required of them.

Special thanks to my friends 1st AD/UPM Jerram Swartz, Line Producer Stephen Marinaccio and Ron Cogan from Entertainment Partners for their help with this chapter.

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Chapter 5

Incentives

INTRODUCTION

Incentives is one of the hottest new buzzwords in our industry, and you'll hear it in questions like: "Which state or country is offering the best program right now?" "How much money can I save by shooting there?" "How much can I sell the tax credits for?" "How much will the bank loan me on the projected rebate or tax credit?" "How long will it take for me to get my money?"

Incentives have fostered an entire industry involving state and international governments, film commissions, CPAs, consultants, attorneys, bankers, payroll companies, studio and network executives and producers. Numerous positions have sprung up at studios, networks, law firms, payroll companies and consulting firms for incentive specialists. The best of these specialists possess the legal astuteness to analyze complex legislation; the training of a CPA to understand complicated tax issues; the shrewdness of a politician to deal with state officials and the knowledge of what's important to studios, networks and producers. All of these skills are vital in assessing a wide range of incentive programs and in being able to advise others – providing them with the incredibly detailed information they need to decide where to shoot their projects.

There's a great deal of consideration that goes into deciding where to shoot. Sometimes it's a question of not wanting to venture far from home. Sometimes it's about finding the right look, location or possibly, the ideal weather. Often it's about the infrastructure. But very high on the list of determining factors are the various incentive programs being offered throughout the U.S. and internationally. Producers, studios and networks want to know where they're going to save the most money and get the most out of their budgets. And with the variety of incentives currently being offered, they have a smorgasbord of choices.

THE EVOLUTION OF INCENTIVE PROGRAMS

There was a time when the United States (and in particular, the Los Angeles) film community fiercely lobbied to halt (or at least slow down) *runaway production* – the migration of shows (TV series, features and especially movies for TV, intended for initial release/exhibition or broadcast in the U.S.) that were being shot in other countries – primarily Canada and while producers eagerly took advantage of the favorable exchange rates, lower costs and lucrative tax incentives in other countries – sometimes reducing production costs by as much as 25 percent – the United States lost film jobs by the tens of thousands.

The tide finally started turning with the American Jobs Creation Act of 2004 and the 2004 enactment of Sections 181 and 199 of the Internal Revenue Code. The passing of Section 181 signaled the U.S. government's response to runaway production by allowing an immediate 100 percent write-off for the cost of certain audiovisual works (which would include theatrical films, television, short films and documentaries).

The incentive allows individual investors or production entities (limited liability companies, corporations, trusts and partnerships) to claim up to $15 million ($20 million if shooting in a low-income area of the country) as a loss in the year (or years) the funds are being spent – no matter the amount of the budget or whether a distribution deal is in place. For a TV series, the incentive would apply to up to 44 episodes (with the production entity being able to claim a loss of up to $15 million per episode).

To qualify for Section 181-75% of the total compensation (excluding participations and residuals) must be for services performed and paid in the United States. The film or TV show cannot be sexually explicit. And the production cannot capitalize those same expenses that are being written off.

If an investor has no involvement in the film, then he is considered a passive investor and must have passive income to be able to benefit from the deduction. (Passive income is income received from such sources as residuals, rentals, royalties, dividends, interest and pensions.) And a passive investor can carry the loss for up to three years.

If an investor is involved in the production (as an executive producer, for example), then he or she is considered an active investor and can take the loss only in the year the funds are spent.

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To obtain the tax loss, your accountant would be required to submit:

1. A modified K-1 (an IRS tax form requiring information relating to your investment, profits and losses)
2. A letter on production stationery attesting to what you invested and what was spent on the production – noting that your investment is a 100% loss
3. A copy of 181 guidelines

At this time, Section 181 is being renewed a year at a time. Once it's no longer renewed, in order to be eligible for a project that's going to be completed the following year, you must be in pre-production by the end of the current year to be grandfathered in. Once qualified, you'd have up to three years to complete your project. To be eligible, you must have:

1. A completed screenplay
2. A completed budget
3. All of your investment documents in place
4. Filmed at least one day of principal photography with at least one speaking role

Section 199 (also part of the American Jobs Creation Act of 2004) is a permanent law that doesn't have to renewed yearly and states that of the taxable income returned to an investor – 6% can be subtracted before being taxed (so for example, if an investor were to make a $1,000 profit, only $940 would be subject to tax). In 2010 (and beyond), up to 9 percent can be subtracted.

As good as Section 181 sounds, and as much as it's been a benefit to both producers and investors, its long-term future is in doubt, and it has its detractors. There are those who claim that for all the time and paperwork involved, it doesn't generate enough money to be worth the effort. That may be true for large investors but less relevant to the smaller investors who have already benefited from this incentive. But we'll see what happens. One thing's is for sure, and that is in a poor economy, investors are less likely to be attracted to this tax deduction if for no other reason than that their passive income has most likely taken a big hit. It's worth checking out though. So if Section 181 is still in effect when you start planning your next movie, consult with your attorney and tax advisor to understand the technicalities of the statute and to determine if these incentives would work for you and your film *before* you offer them as investment opportunities to potential investors.

Many other changes have occurred within the past few years, especially with the weakening U.S. dollar and the hassles of traveling and shipping in a post-9/11 world. As a result, many producers have made a 180-degree turn, making a beeline back to the United States to take advantage of the savings being offered by more than 40 different states flaunting lucrative incentive packages. In order to boost local film industries, create jobs, stimulate local economies and promote tourism, they appear to be tripping over each other to see which can offer the most desirable incentive package and attract the most film dollars – several having returned to their legislature two and three times in an effort to enhance what they can offer filmmakers.

So now the term *runaway production* has a whole new connotation. And instead of being synonymous with a U.S. show being shot in Canada, it now represents a show like *Ugly Betty*, a California-based TV series that in its 2008 season moved to New York to take advantage of that state and city's generous 35% incentive program.

In addition to incentives for film and TV production, a number of jurisdictions also offer incentives for commercials, digital programming, post production, video game production and animation as well as for the development of or investment in infrastructure.

IN FLUX

As beneficial as this all sounds, these programs have their share of critics. An October 12, 2008, article in the *New York Times* written by Michael Cieply highlights those who view this scenario skeptically, believing that taxpayers shouldn't be stuck subsidizing Hollywood bigwigs – especially in a sagging economy when so many other businesses are in need of the help. There are those who feel that with so much money involved, there's too much temptation to inflate budgets for bigger payouts. But others worry that in a shaky economy, coffers set aside for rebates and tax credits will run dry before all the films shot in that state can collect their money. Some states, in fact, instead of increasing incentive packages, have tightened their guidelines, upped their criteria and set caps on rebates and tax credits at a lower level. It therefore seems inevitable that some state programs, without enough local support or the infrastructure to accommodate filming activities, will certainly fall by the wayside. But that's not to say that these programs don't make sense, because for numerous states they absolutely do. Several states have even had economic studies done to verify that they take in more than they give out, that the film industry is taking root, that jobs are being created and revenue is being generated. Incentives have revitalized many local economies, fostered continuing work for local crews and provided young people with careers about which they had previously only dreamed.

I'm not sure what it's going to be like by the time this new edition is printed, but today, as I sit in front of my computer, the competition is intense. And there's no telling where it'll end, as it changes on a day-to-day basis and includes not just the United States, but more countries than ever before as exchange rates fluctuate and new jurisdictions enter the race.

WHAT TO CONSIDER

Incentive packages come in many different sizes and flavors and may include cash rebates, tax credits or up-front/back-end production funding. Some offer exemptions and waivers on such things as hotel occupancy taxes (usually after 30 days), Use Tax, GST (Goods & Services Tax) and VAT (Value-Added Tax). Some incentives waive location fees for filming on state lands. Others sweeten the pot for "on-the-job training" (in order to obtain more experience for their growing workforce) or for shooting in certain core or depressed areas or at nonpeak times of the year (like winter in Alaska). And some states offer infrastructure credits for the creation of permanent facilities that will benefit their local film industry.

Each state and each country is different, and many of the programs are quite complex. If you're working at a major studio or network, there is probably someone there whose responsibility it is to know and understand the intricacies of each incentive program. If you're using a payroll company, they'll most likely have an individual or department designated to interpret each program and the legislation it originated from.

Be aware that when structuring the financing for your picture, there are banks that will loan you a percentage of the money you're projected to receive from an incentive program – whether from a rebate or the sale of transferable tax credits. For independents, however, the bank will provide loans on incentives only if your film is insured with a bond company.

When assessing your options, there's a lot of fine print to consider, so check out the following appropriate contacts:

- Film commissions – most film commissions have their own websites, and their incentives are usually explained on the site. And talk to the film commissioner as well. Keep in mind, however, that most film commissioners are not in a position to provide the in-depth answers you need. But they are a great place to start.
- Original legislation – ask the Film Office or your local advisor for the statute, regulations, guidelines and/or rules.
- The State's Department of Revenue or Department of Economic Development/Commerce (which in most cases administers the program). Ask the Film Office or your local advisor for a contact.
- A tax attorney in the state you're investigating, ideally one who has already dealt with the incentive program.
- Other people who have shot there.

Do your homework and know what to expect. Ask the following questions:

- Would your production company need to be headquartered in a specific jurisdiction?
- Would the production company need to register to do business in a specific jurisdiction?
- Are there any local taxes that would affect the production, the cast or crew?
- Would there be costs for things such as filing fees and audits? Is there a gross receipts tax in that state?
- Which expenditures qualify for the rebate or tax credit? (Or, as they say, what's considered "good spend"?) Consider costs such as rentals, purchases, shipping, box rentals, fringes and airfare.
- Do your purchases have to be made from vendors within the state/jurisdiction? Or, if not available locally, can local third parties/companies (*pass-throughs*) act as brokers and bill for materials or equipment being supplied by out-of-town vendors, as long as the materials and equipment are being used in that state?
- What are the rebates/tax credits for labor – local (resident) and nonresident labor? What about your talent who work through their loanout corporations – what are the guidelines for loanouts? Will their corporations be required to pay withholding taxes to that state? Do they need to register?
- Does the crew have to be paid by a local payroll company for their salaries to be eligible for the rebate or tax credit?
- What are the responsibilities of your payroll company?
- Does a certain percentage of filming have to be done in that jurisdiction?
- Does a certain amount of money have to be spent to qualify?
- How long was the incentive program voted in for, and when is it up for legislative review? Or using the proper terminology – when is its "sunset date," after which the benefits are no longer available? Would your project qualify before the incentive expires?
- Will the production be subject to an audit at the end of principal photography? And if so, who would pay for that audit?
- Would you be required to hire a CPA from that state to conduct the audit?
- What are the caps imposed on how much you can claim on any one show, any one employee, in any one year?
- Is there a finite fund the state draws from when releasing rebates or tax credits, and is there a limitation on the available funds?
- If you're being offered a *transferable* tax credit that you'll be selling, what is the going rate for tax credits in that state? And are there known companies that would be willing to buy (or act as a broker for) your tax credits?
- Is it possible to monetize or drawdown on the rebate or tax credits prior to the completion of the film?
- With a transferable tax credit, once you receive a certificate for the credit, can you sell it immediately?

- Does the state work on a calendar year? (In other words, if you were to file at the end of one year, but your film ran into the following year, would you be eligible for the incentives in that subsequent year?)
- If you have to go back for reshoots after you've already filed, would you be eligible for the incentives upon your return?
- How long will it take to get your rebate or tax credit?
- Is there a requirement pertaining to the number of local crew members you must hire?
- Is there a *cultural test* to pass?
- Would you be required to provide this state/country with a screen credit or display their logo in your end crawl?

INFRASTRUCTURE

Does the state or country you're interested in basing your show out of have a solid infrastructure? Do they have sound stages, enough office space, equipment houses, post facilities, a certified lab, qualified crews, an abundance of building materials? If you're shooting on film, where would your raw stock come from, and how long would it take to obtain some from the time its ordered? Can you rent as many cars, trucks, trailers and vans locally as you'll need? Are there luxury hotel accommodations available for your talent? What is the accessibility, features, availability and costs of their hotels/motels/condos/apartments and restaurants? How much are you going to have to spend to ship in what isn't already there?

Is this a right-to-work or union-based state? How many qualified crews do they have? (The correct expression is that a state or country is however many *crews-deep*.) Is the local crew truly local, or do they come from neighboring cities or states (in which case you would most likely have to provide them with accommodations and per diem)? Are there union guidelines dictating how many locals must be hired? Will the level of competence a local crew possesses meet the needs for your show?

Several of the states that offer incentive programs are also offering new and expanded educational opportunities for their budding filmmakers and local workforce, providing a myriad of film classes. And many of these courses are taught by highly skilled and experienced instructors from Los Angeles and New York. The more qualified the local crew, the fewer number of people the production has to bring with them, the more money they save. And the larger the local workforce, the more successful the incentive program is in providing jobs and raising state revenue.

The stronger the infrastructure, the more attractive the incentive package is going to look. Don't evaluate the incentives without taking the infrastructure into consideration. For instance, take a state that offers a fabulous incentive program but has little infrastructure (or one that's just getting established) with one that has a less-attractive incentive package but a solid infrastructure. Many times you're better off with the latter.

Some of the U.S. states (other than California) that currently offer solid infrastructures include New Mexico, Louisiana, North Carolina, Pennsylvania and Massachusetts.

I can't stress enough how important it is to talk to people who have shot in the locations you're considering. Many film commission websites include a list of projects that have shot there (and if not, just ask), and you can look up the studio, producers and UPM on IMDb.com to know who to call. Find out what their experience was like with the local crew. Were there individuals who stood out as excellent or others who should be avoided at all costs? Did they have enough experience, were they professional, did they come through for them? How long did it take to get their rebate or tax credit? Did they have any trouble getting the things they needed for their shoot? How was their experience getting permits and working with local authorities. Was it a film-friendly location?

TYPES OF INCENTIVES

The following is based on information taken from Entertainment Partners' booklet *The Essential Guide to U.S. & International Production Incentives*, and I think you'll find it helpful. For more information and the specifics on individual incentive programs, check out www.productionincentives.com.

Rebate

A cash rebate is the amount of money paid to a qualified production company based on the qualified expenditures made or the jobs created in the state. These funds don't require a tax return to be filed and are not handled by the local tax authorities. They're administered by the local Film Office, Departments of Trade and Industry, Commerce or Economic Development. The rebate funds are set aside by the government agency administering the incentive, and once the production has completed filming in that state and all necessary documentation has been filed (usually in the form of an audit) detailing what is eligible for rebate, it generally takes 30 to 60 days (depending on the state) in which to receive the rebate.

Tax Credits

Tax credits can be refundable or nonrefundable, transferable or non-transferable, and they're administered by the local taxing authority, most often the Department of Revenue. When entering into an incentive program that

offers tax credits, I suggest that you request a letter from the state's Department of Revenue guaranteeing that the funds will be available (in the form of the tax credits) once the production has ended and the production's income tax return has been filed.

Refundable Tax Credits

Although administered differently, a refundable tax credit functions in the same way as a production rebate, but can be claimed only by filing a tax return. The production company must file a tax return regardless of whether it has any income or owes any tax in the jurisdiction. If the production company does owe tax, a refund will be granted for the excess of the credit over the amount of tax owed. In some cases, banks or other lenders can monetize refundable tax credits so the production company can receive the money earlier. Generally speaking, a cost is associated with an advance of the funds.

Transferable Tax Credits

Transferable tax credits are nonrefundable, so if a production company's tax liability isn't great enough or the production chooses not to wait until after an audit to capture their credit, they're allowed to sell ("transfer") the tax credits directly to local taxpayers – often to corporations that would buy them to offset their own tax liabilities. In addition, the production company will need to discount the credit from its face value to entice local taxpayers to purchase them. Rates often range from 85–90¢ on the dollar (sometimes lower), and the transfer can be handled directly by the production company or indirectly through the use of a broker (who would generally charge a commission).

Jurisdictions vary in how they regulate these transfers. Some jurisdictions permit a single credit to be divided amongst multiple transferees. Others permit multiple transfers, allowing transferees to sell all or a part of the credit they purchased to another taxpayer.

Nonrefundable, Nontransferable Tax Credits

Entertainment Partners defines a nonrefundable, nontransferable tax credit as a tax credit that "can generally be carried forward and used to reduce taxes in subsequent years if the production company has no current tax liability. Each jurisdiction sets forth the period of time within which the tax credit can be carried forward."

Up-Front or Back-End Funding

These are funds provided by local investors or taxpayers in exchange for advantageous local tax treatment and are granted to eligible productions.

CONCLUSION

Incentive programs are not only complicated, but also constantly changing, so do your due diligence, seek the advice of someone who thoroughly understands these programs and know what you're getting into.

I'd like to extend many thanks to Joe Chianese, Entertainment Partner's Vice President of Marketing, Business Development and Production Planning, and MaryAnn Hughes, Disney's Vice President of Production Planning for their help with this chapter. Joe and MaryAnn are two of the top incentive gurus in this industry, and I, along with countless others, rely heavily on their continued guidance and advice. Entertainment Partners provides both a guide (The Essential Guide to U.S. & International Production Incentives) and website that are part of their ongoing commitment to providing the production community with the tools and knowledge needed to maximize the value of their production dollars. For more information, go to www.productionincentives.com. Thanks also to Hal "Corky" Kessler of Levin Ginsburg in Chicago, entertainment attorney and committed advocate for Section 181.

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Chapter 6

Pre-Production

WHAT IS PRE-PRODUCTION?

You've been successful in raising independent financing for your picture or the studio, network or cable network has given you a green light on your project, and you're ready to start pre-production. Pre-production is the period of time used to plan and prepare for the shooting and completion of your film. It's the time in which to:

- Produce a final script
- Schedule and budget your show
- Locate and set up production offices
- Hire a staff and crew
- Cast the film
- Meet with department heads, get realistic cost estimates, refine the budget and make sure your film can be done for the amount of money it's budgeted for
- Have the script researched and all necessary clearances secured
- Evaluate locations, visual effects, special effects and stunt requirements as per your script
- Arrange for insurance and a completion bond (if necessary)
- Become signatory to the unions and guilds you wish to sign with and post any necessary bonds
- Scout and choose locations
- Contact film commissions for distant location options
- Book travel and hotel accommodations
- Secure passports, work visas, a shipper, customs broker and all necessary permits if shooting out of the country
- Build and decorate sets
- Wardrobe actors and have them fitted for wigs and prosthetics (as necessary)
- Have the director read through and talk through the script with the actors, and if possible, rehearse
- Take pre-production stills and shoot pre-production videos
- Teach and rehearse dance and/or fight routines, practice on-screen skills such as horseback riding or piano playing
- Negotiate deals with vendors, and order film, equipment, vehicles and catering
- Prepare all agreements, releases, contracts and paperwork
- Plan stunt work, aerial work and special effects
- Line up special requirements, such as picture vehicles, animals, mock-ups, boats, helicopters, models, etc.
- Set up accounts with labs; set up editing rooms; schedule the routing of dailies; plan a post production schedule; hire a post production crew; and pre-book scoring, looping and dubbing facilities
- Clear copyrighted music/video/computer playback you wish to use in your picture

ESTABLISHING COMPANY POLICIES

Whether you're opening a temporary production office for the purpose of working on one show or you're part of an established production company that produces several shows a year, each production should operate under an established set of policy guidelines and basic operating procedures. Establishing well-defined office procedures will not only help you avoid unnecessary delays in disseminating information and paperwork, but will also enable you to maintain a more organized, more efficient production office that's better able to meet the needs of the entire shooting company. It's important for staff and crew members to know, coming in, what the company's policies are, what's expected of them and what they're specifically responsible for.

Most production companies distribute policy memos to all new crew members by attaching them to deal memos and/or start paperwork packages, integrating the acceptance of these rules as a condition of employment. In fact, the memo is sometimes called *The Rules of the Game*.

Descriptions of the types of policies can be found in Chapters 2 and Chapter 3, but here's a list of the topics that should be included in an informational-rules-procedures memo:

- Basic production office information: address, phone and fax numbers, security info, where to park, etc.
- Payroll, paychecks and timecards
- Opening vendor accounts
- Purchase orders
- Check requests
- Petty cash and reimbursable expenses
- Competitive bids

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- Assets
- Use of personal vehicles
- Auto allowances and mileage reimbursement
- Box rentals and computer rentals
- Cell phone reimbursement
- Confidentiality

Along with *The Rules of the Game*, deal memo, and start paperwork package, it's a good idea to include a copies of:

- The *Filmmaker's Code of Conduct* (see Chapter 18)
- Copies of safety bulletins appropriate to your show and an *Acknowledgment of Safety Guidelines* form (see Chapter 17), to be signed by each employee
- Environmental guidelines (see Chapter 31)
- A copy of the company's policies on Sexual Harassment (see Chapter 17)
- A copy of the company's Standards of Business Conduct (see Chapter 9)

STAGES

If you're not going to be exclusively shooting exteriors and practical locations, one of the very first items on your pre-production to-do list should be the securing of stage space. Except for a handful of TV shows that shoot on their home lot (occupying a standing stage at a network), you have three basic choices: a warehouse, a sound stage on an independent studio lot or a sound stage at a major studio lot. In the Los Angeles area, the majors that most commonly rent sound stages and/or offices to outside productions are Paramount, Sony and Universal. Others (like Warner Brothers and Twentieth Century Fox) tend to fill up with their own productions.

Costs and services vary widely among the independent lots, and you'll find more of them springing up all the time as lucrative incentive programs continue to lure production to more states and countries. Some of the larger independent studios in Southern California alone include Raleigh/Manhattan Beach (with 14 stages), Culver Studios (with 13 stages), Raleigh/Hollywood (with 12 stages) and Sunset-Gower (with 12 stages). Some other well-recognized studios include Raleigh in Baton Rouge and Budapest; EUE Screen Gems Studios in Wilmington, North Carolina; Albuquerque Studios in New Mexico; and the impressive new Filmport Studios in Toronto. Smaller stage facilities are available in just about every major city and are used primarily for commercials and smaller, local shows.

Warehouse space can be found in just about any city – often available for short-term rentals at reasonable prices. Warehouses can be used for stage space, to build sets, as a staging area, to accommodate the art department, as set dec and property offices, for lock-up areas or any combination of the above. Some even come with enough adjoining office space to run an entire show out of. Not quite a warehouse, but a show I did several years ago that was based out of an old airplane hangar. It didn't have quite enough offices, but we brought in mobile office trailers to supplement our needs. I worked out of mobile offices on another show as well, and on this one, we were parked outside of an ice arena. So I use the term "warehouse" lightly, because you'll find that other large, open, enclosed spaces will often work just as well – as long as the amenities are sufficient.

On my list of warehouse must-haves is work space that is sufficiently sound (no holes in the walls or collapsing ceilings), clean (or can be cleaned), has adequate and decent bathroom facilities and is free of bugs and other critters. You'll want to make sure that any noise from the surrounding area isn't going to interfere with your activities (for instance, you don't want to be shooting in a building that's located near an airport, fire station or freeway if the building isn't soundproof), and that the light and/or noise created from your activities inside and outside of the warehouse won't be a problem for those living and working around the warehouse nor a violation of any local ordinance. Consider whether the warehouse has enough uninterrupted floor space, enough power and air conditioning. Does it have a metal roof that could cause sound problems or concrete floors that can complicate construction? And can the rafter/joists accommodate the weight of heavy lights (or would you have to bring in truss or light from the floor)?

You'll need plenty of parking, warehouse doors that are wide enough to accommodate trucks and heavy equipment being driven into the warehouse, ceilings that are high enough (at least 18–20 feet) and sufficient electrical wiring. Also consider your security needs.

When it comes to studio lots, some shows will base their entire production on the lot utilizing both stages and offices. Sometimes, you'll just need a stage or possibly a stage and a couple of offices. Your needs will vary from show to show.

Whether it's a major studio or independent, though, once on a lot, your stage deal will either come with (or you can negotiate the inclusion of) services and amenities such as security, dressing rooms, offices, furniture, phones, power, access to the lot's medical department, commissary, etc. So if you have a choice, weigh the extras you'd have to pay for separately when shooting at a warehouse with what might already be included in a studio deal.

Episodic television shows that are headquartered on lots for extended periods of time are more apt to work out package deals. Features (that might not be there for as long and/or shoot part of their film on location) are more likely to pay for various lot services on an à la carte basis. Generally, however, the longer you're planning to be on a lot and the more you're able to pay, the more you'll get. And as there's usually a greater demand for office space than a studio can accommodate, it's the

shows that are going to be there the longest, use the most services and make the most comprehensive package deals that get first dibs on the offices. So you'll need to know coming in how much stage space you'll need, for what length of time, how much of the show will be done on the lot and what studio services you'll be using.

The beauty of being on a lot is that you're paying for the convenience of one-stop shopping, as many of the larger studios have a special effects shop (meaning, you'd only pay for the time needed opposed to keeping your effects guy's shop on rental for the run of the show), post production facilities, screening rooms, hardware, construction, a sign shop, graphic design, property, wardrobe, commissary, etc. And these are services you would pay for only as needed.

When on a studio lot, you'll typically be billed for power, heating and air conditioning, parking, security and telecommunications. And you're more often than not required to use the studio's grip and electric equipment. Some will require you to use their grip and electric equipment only when shooting on the lot; others will require that you use the equipment throughout your shoot, even when shooting on location.

If a studio has a commissary, and you break your cast and crew for lunch, there's no need to bring in a caterer. Besides, some lots won't let you bring in outside caterers anyway. There are exceptions, of course, and what some will do is let you bring in your own caterer but impose a surcharge for allowing you to do so.

Studios create standard rates for use of their stages and other facilities and services, but some studio administrators will be flexible, depending on supply and demand. If you call when the industry/town is busy and there's a high demand for stage space, your chance of getting a break at a major lot will be slim. If you call at just the right time, however, maybe during the holidays or during the TV hiatus period when business is slow, or maybe when someone has just canceled a stage and the next tenants aren't due for another month or two – leaving an immediate vacancy – then you have a decent chance of making a good deal. It's definitely worth the call to find out.

Most studio deals are negotiable. And although stage costs will vary, expect one cost per day for prep and strike days and a higher rate for pre-light and shoot days. Also anticipate the added expense of a studio-provided production services representative or stage manager and possibly studio grip and electric best boys, in addition to your regular crew.

For the studio management, it's not just about making money but also about building relationships. Maybe you'll be offered a break on a stage when doing your first small, independent film, but it's on the chance that eventually, you'll bring a larger-budgeted film to the studio and be able to pay the going rate. It's also important for you to maintain a good relationship with the studio's facilities management, so when you run into a problem or there's a change in your schedule, they'll work with you to solve your problems together.

As soon as you even think you're going to need stage space, even if it's not going to be for a while or your shooting schedule hasn't been finalized yet – place a hold on a stage (or stages) as soon as possible. (It's not unusual for producers and UPMs to put holds on stages at more than one studio.) There's no charge to place a hold on a stage, and you can always let them go, but it could be difficult to get one at the last minute. Stay in touch with the studio's facilities manager or head of operations, and release the stage(s) as soon as you know you don't need it/them. During busy times, there are often second, third and fourth holds on any given stage. Say the third hold is ready to commit, then the studio will call the company with the first hold and then the second (if the first isn't ready to commit). If neither are ready, then the stage will go to the company with the third hold – the one ready to write the check, sign a contract, submit a certificate of insurance and take possession.

A few words of warning, though – before you sign on the dotted line, know exactly what you're getting and what you're paying for. Know how the studio works, what they offer, what on-lot equipment or services you'll be required to use and what may be required of your crew (things relating to air quality standards, environmental guidelines, safety requirements and the disposal of haz–mat materials). You don't want any surprises later on.

Review the studio contract to make sure it that reflects what you agreed upon, and have your project attorney review it as well. If the contract states that you'll be receiving a certain level of amps on the stage, find out from your DP if that's enough. Find out how long it'll take to have your phones programmed and working? How many parking spaces will you be given near your stage? Get a map of the studio and a list of lot extensions. And if you have any questions – ask.

MEETINGS, MEETINGS, AND MORE MEETINGS

Pre-production is filled with meetings – one after another. Expect any number or combination of the following:

- If you're working on a project for a studio, network or major production company, sometimes that studio/network/company will invite key personnel from your show to attend a *Start of Production* meeting, which is an opportunity for you (and those from the production invited to attend) to meet the individuals you'll be dealing with throughout the production. Representing the studio/network/company may be representatives from the departments of business affairs, legal, labor relations, finance, casting, insurance, research, music, post

production, facilities, transportation, publicity, product placement, etc.

- A *Look of the Film* meeting is set up early, during pre-production, and is generally attended by the producer, director, production designer, DP, costume designer and possibly the editor and a production executive or two.
- The producer, director, line producer/UPM, production coordinator, production designer, art director and art department coordinator will usually meet to discuss *Clearances* once the script has been researched and an initial clearance report has been issued. Attending the meeting may be an in-house Clearance Department representative or an individual representing an outside clearance company. The clearance report will indicate what can be cleared for a price (how much that price might be) and what can't be cleared. This is also the time to discuss and present alternative names, logos, film clips, magazine covers, artwork, etc. And based on the latest script changes or design concepts, new items the production wishes to have cleared are discussed. The art department coordinator is the one who usually works with the clearance person/company on a day-to-day basis, and if there is no art department on your show, then it would be the production coordinator. Following this initial meeting, progress reports are periodically issued indicating clearance updates, and a final report is issued once all clearance issues have been resolved.
- Most shows hold a *Product Placement* meeting attended by a product placement rep and the producer, director, line producer/UPM, production coordinator, production designer, art director, art department coordinator, set decorator and lead person, property master and assistant property master, costume designer and supervisor, transportation coordinator and captain. During this meeting, a product placement wish list is presented, and the product placement rep will respond with what he thinks he can get for the show. After this initial meeting, expect periodic progress reports until all that can be placed on the show has been. And once again, the art department coordinator is usually the point person for product placement.
- Many films hold their first *Marketing* meeting during pre-production. Veteran producer Neal Moritz insists that you never want to make a movie without knowing what the poster and a 30-second trailer is going to look like. Attending these meetings would be the producer, director, studio execs (including those from Marketing and Publicity) and your unit publicist.
- *Budget* meetings occur throughout pre-production. The producer, line producer, UPM and production accountant meet often to revise the original budget and shift dollars from one account to another as new decisions are made, locations are locked down, crew deals are finalized, cast deals are made, script changes are integrated and minds are changed. And individual departmental budgets are refined as logistics fall into place. These meetings continue to take place until shortly before the start of principal photography, when supposedly everything is locked down and a final budget is approved. That's how it works in theory, but in actuality, the budget (although final) continues to evolve as more script changes are approved, shooting runs behind or ahead of schedule, insurance claims occur, certain costs are higher than anticipated and unexpected events affect costs. So in reality, the budget meetings never stop, but at a certain point, are somewhat limited to weekly *Cost Report* meetings.
- Expect at least one visit from an in-house, studio or network safety executive to discuss safety guidelines. The *Safety* meetings would be held with various departments including grip, electric, special effects, construction, stunts, transportation, the ADs and the UPM and production coordinator. Most studios and production companies will provide separate binders or folders full of safety guidelines tailored to each department, and discussions will cover such topics as use of protective safety gear, operating heavy equipment, working with and disposing of hazardous materials, working around water, work around helicopters and whatever else might be pertinent to your production.

  Whether it's an in-house safety person or a risk control specialist from the insurance company, expect them to schedule meetings with stunt and effects personnel to discuss the steps to be taken to diminish the risk of accidents and injuries occurring during the execution of stunts and effects.
- Also expect an *Insurance* meeting with your production staff, risk manager and/or insurance broker. You'll discuss cast exams, the issuing of certificates of insurance, special coverages, deductibles, claim reporting procedures and general insurance guidelines.
- If you're working on a studio or network show, don't be surprised if you're invited to a *Anti-Discrimination and Sexual Harassment* seminar. In some instances, the production may be expected to set this meeting up and to pay for all costs associated with it – the presentation itself, the rental of the room and refreshments. Crew members who haven't started yet may even have to be put on payroll simply to attend this meeting.
- A *Prop* meeting is like a grown-up version of show-and-tell. The property master and assistant property master will bring in a range of items for the director and producer to look at, allowing them to select the props they want to use. Show-and-tells regularly occur throughout pre-production with other aspects of the production, such as sets, costumes, picture vehicles, cast trailers, logos and signs, mockups and effects.

- If you're going to be shooting on a distant or foreign location, it's a good idea for the shipping and/or production coordinator as well as a representative from your shipping company to hold a *Shipping* meeting with at least one representative from each department. This way, procedures can be laid out, everyone's needs can be addressed and all questions answered.
- Some studios and production companies will set up an *Asset Management* meeting with production staff, the costume supervisor, property master and set decorator to discuss which costumes, props and pieces of set dressing are to be tagged (in advance) to save for possible reshoots, publicity, marketing and/or archival purposes.
- *Production* meetings are the most common of all meetings held during pre-production, and although two would be helpful, there's always at least one full production meeting held the week before the beginning of principal photography. In attendance will be one or two key people from each department. It's a big one, so you'll need a big conference room or possibly an area of a stage. The meeting usually starts first thing in the morning (with a continental breakfast set out for those attending), and it's not unusual for it to last until lunch. If a full shooting schedule hasn't yet been distributed, it's done so at this meeting, and the first assistant director will verbally go through the entire schedule – allowing each department to address their concerns and questions and for final issues to be discussed and decisions made. Studio, network and/or production company executives may also attend to address issues such as safety, insurance, music, etc.

COMMUNICATIONS

Long gone are the days when we had to keep change on hand for pay phones. Evolving technology has not only advanced communications by light years, but continues to do so – never ceasing to amaze me with the latest tools and toys that don't take long to become standards in our industry. Significant changes in the past several years have included digital phone systems in the office, wireless Internet routers, more hand-held mobile devices than I can count, protected subscription-based websites that provide the information and documentation we need (call sheets, production reports, etc.) relating to our production and satellite systems that allow us to use phones, faxes and the Internet in the most remote locations imaginable. We never had to think about these things before, but now unless you're incredibly technologically savvy, not only do you need a techie on your staff, but there's a good chance you'll also have to at least consult with IT and telecommunications experts. Entire companies have sprung up that do nothing but create communication systems for film productions – whether it's setting up a phone system for you in the office or setting up large satellite dishes around your set. And whenever new technology is introduced that has the power to make our jobs easier, I guarantee you, our industry will be among the first to have it.

Cellular Phones, BlackBerrys, Wireless Internet and More

On some shows, it's not unusual for everyone to be expected to use their own cell phones and then get reimbursed for business-related usage (or sometimes, unfortunately not). Depending on your location, the features needed and if the production can afford it – the production may decide to rent phones for the crew to use – whether the show is being shot locally or on location. There are a few companies that cater to the entertainment industry by renting cellular phones, Nextels, BlackBerrys, wireless Internet products, walkie-talkies and other communications equipment on a monthly basis, so you don't have to purchase equipment or sign long-term contracts.

Ordering cell phones is fairly simple once you've established a few basics. One thing your vendor will need to know is where your production is going to be using the phones (your locations). Once they have this information, they can recommend a carrier and secure local phone numbers for you with the area code and prefix of the city and state where you'll be shooting. They can also suggest phones and calling plans for your production (and budget), but will first need some information – like whether the phones will be used to make domestic or international calls. Will you be traveling internationally? What features would you like the phones to have? Based on that information, they can provide phones that call or work worldwide or satellite phones that will work virtually anywhere.

A couple of years ago, I was on a show, and we rented phones that had the capacity to text, but we hadn't stopped to consider adding a texting option to our calling plans. Talk about running up the bill! This oversight resulted in exorbitant text charges and a hard-learned lesson. But things have changed significantly since then. Texting is more popular then ever, and it's a practical way for the crew to communicate. So if you anticipate your crew utilizing this feature, you can now easily add a reasonably priced texting plan. If you don't, then you'll have the same problem I did – costs that add up quickly. Text plans are currently available from 200 texts per month to unlimited texts, including picture messaging.

Once you decide that you'll be renting phones, you'll need to decide who it is you want to give a production phone to (based on their need to communicate with vendors, their department, the office, the set, etc.) and when they're to receive it. And as it stands to reason, the list of names will grow as you move farther away from your

home base. As for the cast – lead actors and their assistants will often be given production phones as well as wireless Internet in their trailers (or dressing rooms) as part of their perk package.

Selecting calling plans has gotten much easier lately, and now instead of multiple options, there are basically two: shared minute plans and unlimited calling plans, and there's not much cost difference between the two. Shared does cost a little less but leaves some exposure to overage minutes. Unlimited talk and unlimited text eliminate any possibility of overages or surprises. (Note that texting plans don't cover the cost of specialty ringtones, but that feature can be blocked.)

Those people/departments who tend to use the most minutes will include the producer, line producer, UPM, second assistant director, key set PA, camera loader, costume supervisor, the location department, transportation department, construction department, set dec and props.

For those approved to receive a BlackBerry or iPhone, the process is fairly simple. If you would like your vendor to sync up users' e-mail with the unit prior to receiving the BlackBerry or iPhone, you just have to supply the vendor with their e-mail addresses and passwords. The users can also sync up their own e-mail accounts once they receive the devices.

Give your vendor at least one full day of lead time to secure the necessary phone numbers and take care of any programming. And speaking of programming, they can take the list of everyone on your show (receiving a phone) and input their names and numbers into each phone for instant dialing. When the phones arrive, they should be in a carrying case that includes a wall charger, car charger and an extra battery. Some cellular packages might also include a hands-free device to use while driving.

Another "can't live without" feature in the world of on-set and location communications is broadband wireless Internet access. There are currently two popular options: portable Wi-Fi units – or "hotspots" that provide Internet access via an Ethernet port or Wi-Fi within a 50- to 300-foot radius of the device. Up to 15 people can share the Wi-Fi connection at one time. And the Wi-Fi device can be password-protected to limit the number of users. The second type is a wireless USB card, which plugs directly into an individual user's laptop. This unit gives the user greater portability but restricts usage to the laptop it's attached to. Both the Wi-Fi hotspot and the individual USB wireless card will provide download speeds as high as 12 Mbps (megabits per second) and upload speeds as high as 5 Mbps.

One last thought about renting this equipment that we've become so dependent on is the constant attempt to keep the monthly bill at a reasonable level. Because this is one area that can so easily get out of hand, don't hand out any mobile device lightly. They should only go to those who need them or possibly to departments where one or two phones can be shared. My other suggestion is to issue a memo to each individual receiving a device letting them know exactly what their calling plan includes (such as how many minutes, texts and amount of data). Additionally, those not on an unlimited plan should be advised that any additional charges they incur, if not pre-approved or verifiable as work-related, will be charged back to them. The word that comes to mind here is "vigilance."

If you have any questions about the latest in cellular devices, smartphones, wireless Internet products or satellite phones, feel free to contact my favorite cellular vendor Brian Bell at Airwaves Cellular in Sherman Oaks, California. Airwaves has been around for over 16 years, and they're experts at providing communications equipment to productions throughout the world.

Walkie-Talkies

Your assistant directors will tell you how many walkie-talkies (or just "walkies") they anticipate needing, but the UPM will make the final determination as to how many are ordered. It's not unusual for a moderately budgeted show ($4–$6 million) to use 50–60 walkies during principal photography. At least one radio will be assigned to most departments working on or around the set, with some (like Transportation) receiving several more. Besides the producer, director and line producer/UPM, all assistant directors and set PAs will have one.

Develop a relationship with a vendor that specializes in RF (radio frequency) equipment and has the technical knowledge to assist you with all of your needs. Companies that carry a lot of other items as well as walkie-talkies might not be able to offer you a sufficient selection of models and accessories, and what they do offer may not be what's best for your production. Use a company that has several model options, not just one, and stick with authorized Motorola dealers. Also, don't go for the least expensive model, because the lowest price is rarely the best deal. Bottom-of-the-line models don't perform and don't last as well as the others, and you're bound to exhaust any savings with loss and damage (L&D) charges.

Your walkie vendor will want to know as much about where you're going to be shooting as possible in order to recommend the equipment that will best suit your locations. He'll want to know how much of your schedule you'll be shooting on a stage or indoors, and when outside, what the terrain is like and what type of weather you expect to encounter.

The current standard for our industry is to use walkie-talkies with 16 channels. VHF (very high frequency) radios with 5 watts of power work best across open spaces. UHF (ultra high frequency) radios with 4 watts of power are better at penetrating structures and high terrain and are more reliable in bad weather. So knowing where you'll be shooting will allow your vendor to recommend the radios that will work the best at your locations.

When shooting in particularly challenging terrain, to increase your signal and range, a repeater or a pair of base stations might be called for. A repeater is a one-channel high-powered relay. The only drawback here is that repeaters have to be ordered when your walkies are ordered. It's not something you can decide to get later on, because all of the radios have to be programmed to the repeater. Base stations are also 35 watts of power, you can order them at any time, and they carry all 16 channels. You talk directly into base stations, and they function as high-powered radios.

The walkies will be programmed before they're shipped or you pick them up. The vendor has the appropriate software, computer setup and adapter – a system that precludes their customers from programming their own radios. And they program them using safe frequencies – ones that aren't being used by law enforcement, safety, military or other agencies or organizations.

Accessories

- Chargers: There are bank chargers (that hold up to six radios) and individual chargers. No matter which you use, make sure the ones you're getting are high-speed, rapid-rack chargers that will charge the radios in about an hour.
- Headsets: There are several types of headsets. You've got ones that are noise-canceling, a light-weight model with a small boom that comes out in front of the ear, an ultra-light model that fits into the ear and has a boom that runs along your jaw. There are the ever-popular surveillance kits with ear buds, mics built into the cord and a clip that attaches to your shirt. Other surveillance kits have a clear acoustic plastic tube, with the ear bud hanging from the tube. There are also hand mics that sit on the end of a coil and clip onto a shirt on your shoulder, close to your ear. This is a preferred model with grips and electricians who work in noisy areas of the set.

Headsets, especially surveillance kits, are a highly debated accessory, as they tend to frequently disappear. Some production companies will no longer rent surveillance kits, and others will make individual crew members responsible for the cost of a missing headset. I've experienced the phenomenon first-hand and have never figured out why so many crew members feel entitled to take headsets home or why they're so easy to lose. And more than once, I've seen an older model headset returned in the place of a brand-new surveillance kit – allowing the perpetrators to trade up.

At the end of the chapter, you'll find a sign-out sheet for walkies and accessories. Make sure that each person receiving a radio or accessory has to personally sign for the equipment he or she is given, and firmly let them know that you expect to have the equipment returned at the end of the shoot.

- Vendors that specialize in walkies may also carry bullhorns, Nextels and national pagers. Many of them also carry protective waterproof bags (which are generally purchased, but occasionally can be rented) that fit over the radios and help shield them from damage caused by rain or other inclement weather. Something else I've learned the hard way is that moist, windy, dusty air creates mud that finds its way into radio circuits, which equals a lot of L&D. So depending on where you'll be shooting, it might pay for you to look into these bags.

If you can't find a company that specializes in walkies and other RF equipment in your area, use one from a major production center like Los Angeles, because they're used to shipping their equipment all over the world.

And one last piece of advice from my pal Gary at J&R Productions, who helped me with this section, and that is to treat your walkie like you would your cell phone. They're just as easily likely to succumb to dirt, moisture and falling on the ground.

Note: J&R is located in Burbank, California, and is a major supplier of walkie-talkies and other radio frequency equipment in our industry.

PREVISUALIZATION

I started working on *Tropic Thunder* in February 2007, and after having taken some time off, it was the first big feature I had worked on in quite a while. As I was settling in, I kept hearing the term *previz*. Then I was asked to allocate an office for the previz guys and just kept wondering, "What's previz?" Where had I been? I didn't think I'd been away that long. Wasn't I the one who had written a book about what goes on in a production office? Maybe not all shows use previz? But then I finally met the previz team. They were from a company called Proof, and as I stood over them watching them create what looked like electronic storyboards on their computers, I finally asked them to please explain the process. Aha! More new technology to make our jobs easier – how wonderful. Only this technology had been around for a while, and I'd just never been exposed to it.

Previz doesn't replace storyboards, but acts more as an adjunct to storyboards, as previz artists provide 3D animation tools to help design and plan shots. Taking into consideration all of the elements required to complete a sequence (location, actors, surrounding buildings, props, vehicles, action, etc.), they construct a 3D video game version of the sequence, complete with details such as lighting, lenses, and camera angles. Seeing what the actual shots are likely to look like gives filmmakers the chance to make changes and solve potential problems during pre-production.

Wikipedia defines *previsualization* as a technique that attempts to visualize scenes in a movie before filming begins. It further explains that the advantage of previsualization

is that it allows directors to experiment with different staging and art direction options – such as lighting, camera placement and movement, stage direction and editing – without having to incur the costs of actual production. Previsualizations can include music, sound effects and dialogue to closely emulate the look of fully produced and edited sequences, and are usually employed for complex or difficult scenes that involve stunts and special effects.

In an October 11, 2005, article on previsualization entitled "Whiz-bang Viz!," Debra Kaufman explains:

> The process, called "previsualization," or previz, is storyboarding taken to the next level: digital storyboarding with a certain degree of interactivity. Creatively, it allows a filmmaker to completely rough out a movie using the same lighting, camera angle and effects parameters as would be employed in the finished film. Essentially, it's a blueprint of the film but one created in a cost-effective environment where the whole point is experimentation, and changes can be made and viewed on the fly.

The previsualization footage created by the team from Proof was eventually handed over to the show's editor to cut into sequences, and the assistant production coordinator received previz pages to photocopy and distribute to certain members of the crew. I was so impressed that I invited Ron Frankel, president of Proof, to guest-speak at my USC class so that I could expose my students to the process and to the new career opportunities this field presents.

Although utilizing the services of previz artists and modelers isn't going to break the bank on larger-budgeted shows, low-budget projects might find it an extravagance they can't afford. But before you dismiss it outright, call companies that do previsualization to discuss your show with them, and do it early on during pre-production. You might discover that you can afford previz for one complicated sequence (or two).

PLAN AHEAD

Plan for cover sets should the weather turn bad while filming exteriors. Know where you can exchange or get additional equipment (or raw stock) if needed at any time of the day or night. Keep names, phone numbers and resumes of additional crew members in case you suddenly need an extra person or two. Line up alternative locations in case your first choice is not available.

The lower the budget, the more prep time you should have – even if you're doing much of it yourself because you can't afford to hire anyone else yet. Lower-budgeted films don't have the luxury of extra time or money, so it's essential to be as prepared as possible – especially on these types of projects. No matter what the budget, unexpected and unavoidable situations (resulting in delays and/or added costs) will always arise during the course of a production, so expect and avoid as much as possible in advance. Ironically, the films needing the most prep time are the ones that can least afford it. And although it's common for independent producers to prepare as much as they can while waiting for their funding, they're somewhat limited until they can officially hire key department heads and start spending money.

Many variables, such as budget and script requirements, will determine your pre-production schedule. The following is an example of what a reasonable schedule (barring any extraordinary circumstances) might look like based on a six-week shoot with a modest budget of $4 to $6 million.

An ideal pre-production schedule would allow one and one-half weeks of prep for each week of shooting. Accordingly, a six-week shoot should have a nine-week prep period. The following basic eight-week schedule, however, should be more than sufficient, as well as cost-effective. However, note that this schedule accommodates a local show, not one that would take more logistics to accommodate a project being filmed on a distant or foreign location.

SAMPLE PRE-PRODUCTION SCHEDULE

Week #1 (8 weeks to go)

Starting Crew

Producers
Director
Line Producer and/or Production Manager
Production Coordinator
Production Accountant
Location Manager
Casting Director
Secretary/Receptionist
Production Assistant #1

Note: This situation would work if you know who you want on your show from the start. If not, some of those listed above may have to start first, so they can interview and hire the others.

To Do

- Establish your company, if not done earlier
- Lock in production offices and all other work spaces, sign lease agreements, have phone system(s) installed (if necessary) – then move in and set up
- Start filling out union/guild signatory papers
- If applicable, fill out and submit an application for a Permit to Employ Minors
- Firm up insurance coverage
- Sign with a payroll company
- Begin casting

- Start lining up your crew
- Start scouting locations
- Start opening accounts with vendors
- Send your script out for a clearance report

Week #2 (7 weeks to go)

Starting Crew

Production Designer
Note: Some productions prefer that the production designer start at the same time as the location manager.

To Do

- If there's a key song or two in the script, start music clearance procedures using either your attorney or a music clearance service to determine whether the rights are available and how much the sync license fees are for each piece of music
- Meet with person/department overseeing product placement, and start the process as soon as possible. (It takes time to get approvals and actually get the products in time, so that Props, Set Dec, etc. won't have to make these purchases.)
- Start scheduling cast physicals
- Talk to animal handlers if necessary (it might take several weeks to select and train needed animals)

Week #3 (6 weeks to go)

Starting Crew

Art Director
Set Designer
Assistant Location Manager
First Assistant Director
Costume Designer
Note: Some line producers will wait until a week before most of the cast has been set to start the costume designer and will budget some weekend work for the costume department, as much of the casting tends to be last-minute.

To Do

- Start talking to and getting bids from visual effects houses

Week #4 (5 weeks to go)

Starting Crew

Asst. Production Coordinator
Assistant Accountant
Costume Supervisor
Transportation Coordinator
Property Master
Set Decorator
Production Assistant #2

To Do

- Scouting as needed with location manager, director, producer, 1st AD, and production designer

Week #5 (4 weeks to go)

Starting Crew

Director of Photography
Costumer #1
Lead Person
Note: The DP's employment during prep is commonly nonconsecutive.

To Do

- At the beginning of this week, have your first production meeting.
  Note: Depending on script requirements, the production designer will request start dates for the construction coordinator and construction crew, but it's up to the line producer or production manager to decide when they would start. The line producer or production manager will also determine start dates for the stunt coordinator and special effects crew.

Week #6 (3 weeks to go)

Starting Crew

Second Assistant Director
Transportation Captain
Assistant Property Master
Swing Crew
Background Coordinator (if there are big crowds or special requirements such as cheerleaders or athletes, they might have started sooner)
2nd Assistant Accountant and/or Payroll Accountant

To Do

- Camera tests
- Final budget review with each department

Week #7 (2 weeks to go)

Starting Crew

Script Supervisor
Key Grip
Gaffer
Hair Stylist

Makeup Artist
Costumer #2
Production Assistant #3

To Do

- Production Executive, Producer, Director and Production Designer make final changes to sets; locations; wardrobe; cast wigs and/or hair color; prosthetics; hero props; models; and anything else pertinent to the look of your show
- Tech scout with department heads, so equipment lists can be prepared, and the lists can go out to vendors for bids.
- Once vendors are selected, lease agreements should be approved by Legal and signed
- Lock in locations, make sure all permissions are secured and permits ordered
- Casting should almost be done
- Hair, Makeup and Wardrobe tests
- Finalize script
- Sign off on final budget

Week #8 (final week of prep)

Monday

Starting Crew

Set Production Assistant
Drivers (as needed)
Editor
Assistant Editor
Assistant Camera Crew
Unit Publicist (if applicable)

To Do

- Post SAG bond by this date (if needed), or you won't be able to issue work calls or clear actors through Station 12
- Complete casting, prepare and send out actors' contracts
- All applicable location agreements are signed and permits secured
- Order all equipment, vehicles, raw stock, expendables and catering
- Sometime this week, a cast read-through is usually scheduled
- Sometime this week, a rigging crew might start (if applicable)
- Sign off on stand-ins, photo doubles and stunt doubles
- Distribute final shooting schedule, one-line schedule, day-out-of-days, crew list and cast list
- Locations are prepped this week
- Rehearsals
- Set walk-throughs
- Start Editorial crew, and start setting up editing rooms
- Camera/Makeup/Wardrobe tests

  Note: Talk to your caterer. Many of them will graciously supply the food for a "kick-off" party, read-through and/or production meeting at no charge.

Tuesday

To Do

- Hold final production meeting with all department heads (do it early this week, so there's still time to take care of anything that might come up)
- Maps to all locations should be prepared
- Finalize arrangements for dailies

Wednesday

Starting Crew

More Drivers (as necessary)

To Do

- Director and DP may want to review locations and shot list
- Hair, Makeup and Wardrobe start loading trailers as needed

Thursday

Starting Crew

Best Boy, Electric (earlier, if prerigging)
Best Boy, Grip (earlier, if prerigging)

To Do

- Members of the camera, grip and electric departments begin working at the equipment houses (earlier than Thursday, if necessary), checking out equipment and loading trucks

Friday

Starting Crew

Sound Mixer
Craft Service
Still Photographer
Video Assist

To Do

- Generate and distribute first day's call sheet
- Give out cast calls

Those Who Start on the First Day of Principal Photography

Camera Operator
Boom Operator
Set Medic
Studio Teacher (if applicable – also might have started him or her sooner during rehearsals or to bank hours with minors if needed)

DAILY PREP SCHEDULES

I can't overly stress the importance of publishing daily prep schedules. Unlike principal photography, in which all activities center around the set, during pre-production, members of the production team are scattered – scouting locations, having meetings, reading actors, working on script changes, working on the schedule or budget, etc. This is a time when good communication is essential and when everyone needs to be aware of everything else going on around them. The schedule is the best way to coordinate prep days. It keeps everyone informed as to exactly what's happening each day, who's attending each activity and when certain individuals are going to be available (so new meetings, scouts, casting sessions, etc. can be set up and choices evaluated by and with the people who need to be involved). Keeping an accurate daily schedule tends to enhance productivity and efficiency while decreasing confusion and duplication of efforts.

An updated schedule is usually distributed each morning – sometimes in the late afternoon as well. It can be done in a calendar format, or entries can be listed by day, date and times; and either way, the individuals attending each scheduled activity would be indicated. It works best when one person – usually the first assistant director or production coordinator – is designated to collect the pertinent information from everyone involved and coordinate the schedule. The schedule can change as often as two or three times a day, so anyone wanting to set up a meeting, for instance, would contact the designated schedule-keeper ahead of time to make sure that anyone else who should be attending the meeting is available. They would then confirm when the meeting is set, so it can officially be added to the Daily Schedule.

Here are the type of items that would be listed on a Prep Schedule:

- Location scouts
- Casting sessions
- Interviews with potential key crew positions
- Department heads' first day of work
- Production meetings
- Script meetings
- Budget meetings
- Product placement meetings
- Stunt and/or effects meetings
- Extra casting meetings/stand-in interviews, extra casting sessions/interviews
- Picture car meetings
- Wardrobe fittings for lead actors
- Prosthetic fittings and molds
- Cast rehearsals and read-throughs
- (Lead) cast appointments for wig fittings and hair coloring
- Camera tests
- Hair, make-up and wardrobe tests
- Photo shoots
- Specific travel plans for cast members arriving in and out of town or for scouting parties traveling back and forth
- Publicity functions
- Pre-rigging
- Anything else that would be pertinent to your show

MORE ON LOGS AND SIGN-OUT SHEETS

Accounting tracks all assets – purchases made for the production worth at least $50 (some companies quantify an asset at $100) – but each department is responsible for monitoring its own assets, so they can be accounted for and checked against Accounting's list at the completion of principal photography. You'll find an *Asset Inventory Log* form at the end of this chapter that's helpful for this purpose. It's different than the *Master Inventory* form you'll find in Chapter 29, which documents only the disposition of remaining assets being turned in at the end of the show – not counting those lost, damaged or sold.

The production coordinator or assistant coordinator keeps track of all items purchased for the office, which would include such things as: computer equipment, TVs, DVDs, etc. At the completion of principal photography, these items are turned in to the studio or parent company, stored or sold.

Equipment rented for the office should be kept track of as well, and for this, you'll find an *Equipment Rental Log* form at the end of the chapter. This goes one step further than a Purchase Order Log, and when kept up, you'll notice that returns are made and L&D charges are assessed and submitted in a more timely manner.

The production coordinator or assistant coordinator is also the designated distributor of mobile phones, BlackBerrys and (often) scripts, although sometimes the producer's or director's assistant will monitor the distribution of scripts. Walkie-talkies are traditionally handed out and collected by the second assistant director (2nd 2nd or DGA trainee). These sign-out sheets (also to be found at the end of the chapter) list the items, serial and/or unit numbers (if applicable), dates received and returned, department assigned to and a signature of the person being handed the phone/script/walkie.

DISTRIBUTION

There's a staggering volume of information that must be dispersed to cast, crew, staff, studio, network, etc. on any given show, whether it's in hard copy form, via e-mail or a dedicated website that authorized users can access. But no matter how it gets out, it all emanates from the production office, and its distribution is crucially time-sensitive. Not being able to get vital information out in time to those who need it will affect: pending approvals, deals, commitments, schedules, prep times and your budget. For instance, a casting director not receiving a revised day-out-of-days in time may result in a deal being made with an actor for a part that's been shortened or no longer exists in the script. The background casting agency that didn't receive a revised call sheet may have already given a next-day call to hundreds of extras who are no longer needed. An actor who doesn't receive new script pages early enough may not have enough time to learn his new lines. Handing out shooting schedules, crew lists and call sheets may not seem like a big deal, but the entire production revolves around this data.

Because of the sheer magnitude of information disseminated and the number of people who must receive it, keeping a *Distribution Log* is the only way to ensure that everyone receives the information they need. A sample Distribution Log can be found at the end of the chapter.

Don't assume that because you hang departmental envelopes in the production office and place copies of essential paperwork in the envelopes or leave copies of printed material in someone's in-box, that it'll be promptly retrieved. That goes for e-mails, faxes and phone messages as well. It's your responsibility (or that of the person you designate) to make sure all essential paperwork and information gets distributed (and acknowledged) as soon as possible. That may involve tracking individuals down to verify that the information's been received.

COLLECTING INFORMATION AND MAKING LISTS

Production offices generate massive amounts of paperwork in disseminating vital information to everyone involved with a film. Along with the schedules, day-out-of-days, location list, logs, purchase orders, sign-out sheets, script revisions, call sheets, production reports, maps, etc. – each show produces a *Crew, Cast* and *Contact list*, which are standard on every show. First drafts are produced during the earliest stages of pre-production and revisions are continually being published until the final drafts are issued at the completion of principal photography.

Crew Information Sheet

This is not a standard industry form, but it should be. Stephen Marinaccio introduced me to the *Crew Information Sheet*. These forms are distributed to cast, crew and staff with their start paperwork. Once completed, they're kept in the production coordinator's office, in a binder, in alphabetical order. Once completed, these forms contain all the information needed to create the crew list. Additionally, they provide an emergency contact and number for each person, which unfortunately, is occasionally needed and why it's a good idea to send copies to your set medic. These forms also indicate birthdates (allowing you the opportunity to celebrate co-workers' birthdays if desired) and travel and hotel preferences. Being able to make as many preferred arrangements as possible, in advance, minimizes a multitude of last-minute problems. Use the form found at the end of this chapter, or design one yourself that's more specific to your show.

The Crew List

This is a listing of each member of the crew (by department) that includes their title, address, home phone number, home fax number (if they have one) and cell phone number. There are some people who prefer not to have their home address and phone number on the crew list, but there should be at least a cell phone number or an assistant referenced should this person need to be reached in an emergency. In addition to crew lists, many production offices also generate quick reference lists that just contain titles, names and cell phone numbers. Ahead you'll find an example of what a crew list would look like. There's no one format that's universally used, but most are pretty similar. Also, some people make a cover sheet with an index, listing each department and the pages that department is listed on. The illustration indicates how names, addresses and all pertinent numbers are listed and then continues by department and position.

The Executive Staff List

Most shows are produced for a studio or parent production company, and you'll be interacting with executives and individuals at that company on a daily basis. The studio, network or company will usually give you a staff list of in-house employees (pertinent to your project), and this list should be included at the back of your show's crew list.

The Cast List

A basic cast list references each role, the actor portraying that role, and the contact information for their respective agents, managers and/or assistants. For years, it wasn't uncommon for this list to also include the actors' addresses and phone numbers, but due to privacy issues, the more personal information is reserved for the *Confidential Cast List*. The confidential version includes the actors' home address and phone numbers and a brief synopsis of each of their deals.

Basic (bare-bones) cast lists should be distributed to a predetermined distribution list, including your costume, hair, makeup and transportation department heads. The confidential list is often goes to a select few: the producer, production manager, assistant directors, production

HERBY'S SUMMER VACATION

XYZ PRODUCTIONS
1234 Flick Drive
Hollywood, CA 90038
Tel: (323) 555-3331 - Fax: (323) 555-3332

CREW LIST

5/11/XX

PRODUCERS-DIRECTOR-WRITER

EXECUTIVE PRODUCER	MARVIN MOGUL 555 School Street Los Angeles, CA 90001	(310) 555-7250 - office (818) 555-5554 - home
PRODUCER	SWIFTY DEALS 12353 Rhodes Ave. Toluca Lake, CA 91150	(323) 555-7254 - office (818) 555-0897 - home (818) 555-0898 - home fax (310) 555-2169 – cell phone
DIRECTOR	SID CELLULOID 2764 Carson Street Valencia, CA 90477	(818) 555-6033 - home (323) 555-6031 – cell phone
WRITER	F. SCOTT RYDER 9336 W. Storey Street Los Angeles, CA 9000	(323) 555-7662 - home (323) 555-7663 - home fax

PRODUCTION

PRODUCTION MANAGER
PRODUCTION SUPERVISOR
PRODUCTION COORDINATOR
ASST. PRODUCTION COORDINATOR
PRODUCTION SECRETARY
KEY OFFICE PRODUCTION ASSISTANT
PRODUCTION ASSISTANT

ASSISTANT DIRECTORS

1ST ASSISTANT DIRECTOR
KEY 2ND ASSISTANT DIRECTOR
2ND 2ND ASSISTANT DIRECTOR
KEY SET PRODUCTION ASSISTANT
SET PRODUCTION ASSISTANT

ACCOUNTING

PRODUCTION ACCOUNTANT
1ST ASST. ACCOUNTANT
2ND ASST. ACCOUNTANT
PAYROLL ACCOUNTANT
CONSTRUCTION ACCOUNTANT
ACCOUNTING CLERK

ART DEPARTMENT

PRODUCTION DESIGNER
ART DIRECTOR
ASST. ART DIRECTOR
SET DESIGNER
STORYBOARD ARTIST
ART DEPT. COORDINATOR
ART DEPT. PA

CAMERA DEPARTMENT

DIRECTOR OF PHOTOGRAPHY
CAMERA OPERATOR

FIGURE 6.1

(Continued)

1ST ASST. CAMERAPERSON
2ND ASST. CAMERAPERSON
CAMERA LOADER
DIGITAL IMAGING TECHNICIAN (DIT) (if shooting digital)
STILL PHOTOGRAPHER

CASTING DEPARTMENT

CASTING DIRECTOR
CASTING ASSOCIATE
CASTING ASSISTANT

CATERING DEPARTMENT

CATERING COMPANY
HEAD CHEF
ASSISTANT CHEF
CHEF ASSISTANT

CONSTRUCTION DEPARTMENT

CONSTRUCTION COORDINATOR
GENERAL FOREMAN
CONSTRUCTION BUYER
LABOR FOREMAN
LABORER
PROPMAKER FOREMAN
PROPMAKER
GANG BOSS
PAINT FOREMAN
PAINTER
STAND-BY PAINTER

COSTUME DEPARTMENT

COSTUME DESIGNER
COSTUME SUPERVISOR
KEY SET COSTUMER
SET COSTUMER
AGER/DYER
SEAMSTRESS

CRAFT SERVICE DEPARTMENT

CRAFT SERVICE
ASST. CRAFT SERVICE

EDITORIAL DEPARTMENT

EDITOR
ASSISTANT EDITOR
MUSIC EDITOR
VFX EDITOR
APPRENTICE EDITOR
SOUND EDITOR
EDITORIAL PA

BACKGROUND CASTING

BACKGROUND CASTING AGENCY
BACKGROUND CASTING DIRECTOR
BACKGROUND CASTING ASSOCIATE

FIRST AID DEPARTMENT

SET MEDIC

GREENS DEPARTMENT

FIGURE 6.1—cont'd

GREENS SUPERVISOR
GREENS FOREMAN
GREEN LABORER

GRIP DEPARTMENT

KEY GRIP
BEST BOY GRIP
DOLLY GRIP
COMPANY GRIP
RIGGING KEY GRIP
RIGGING BEST BOY GRIP
RIGGING GRIP

LOCATION DEPARTMENT

LOCATION MANAGER
ASST. LOCATION MANAGER

MAKE-UP & HAIR DEPARTMENT

DEPT. HEAD - MAKE-UP SUPERVISOR
MAKE-UP ARTIST
SPECIAL MAKE-UP EFFECTS
DEPARTMENT HEAD - HAIR SUPERVISOR
HAIR STYLIST

MUSIC DEPARTMENT

MUSIC SUPERVISOR

PROPERTY DEPARTMENT

PROPERTY MASTER
ASST. PROPERTY MASTER

PUBLICITY

UNIT PUBLICIST

SCRIPT SUPERVISOR

SET DECORATING

SET DECORATOR
LEAD PERSON
SET DRESSING BUYER
ON-SET DRESSER
SET DRESSER (OR “SWING”)

SET LIGHTING

GAFFER (or CHIEF LIGHTING TECHNICIAN)
BEST BOY ELECTRIC
ELECTRICIAN (or LIGHTING TECHNICIAN)

SOUND DEPARTMENT

SOUND MIXER
BOOM OPERATOR
CABLE PERSON

SPECIAL EFFECTS DEPARTMENT

SPECIAL EFFECTS SUPERVISOR
SPECIAL EFFECTS COORDINATOR
SPECIAL EFFECTS FOREMAN
SPECIAL EFFECTS TECHNICIAN

FIGURE 6.1—cont’d

STUDIO TEACHER

STUNT COORDINATOR

TRANSPORTATION DEPARTMENT

TRANSPORTATION COORDINATOR
TRANSPORTATION CAPTAIN
DISPATCHER
PICTURE VEHICLE COORDINATOR
DRIVER

VIDEO

VIDEO ASSIST
VIDEO PLAYBACK

VISUAL EFFECTS

VFX SUPERVISOR
VFX COORDINATOR

FIGURE 6.1—cont'd

coordinator, and production accountant. Actors' deals are not for general distribution.

As with crew lists, there is no one cast list format used by everyone; but they all end up looking fairly similar:

The Contact List

This Contact List – also known as a Vendor List – should include the name, address, phone/fax number, e-mail address and contact person for all pertinent vendors, including bank, insurance company, travel agent, equipment houses, courier service and/or shipping company, office furniture and supplies, lab, etc. If your production has various offices (locally and on location), they should be listed as well. The list is usually arranged in alphabetical order. Here's a sample format along with possible contact list headings:

HERBY'S SUMMER VACATION

XYZ PRODUCTIONS
1234 Flick Drive
Hollywood, CA 90038
Tel: (323) 555-3331 - Fax: (323) 555-3332

CONFIDENTIAL
CAST LIST
5/11/XX

ROLE	ACTOR	AGENT-MANAGER	START DATE	DEAL/BILLING
GEORGE	HOLLYWOOD MANN 3464 Hortense Street Wonderland, CA 90000 Tel: (818) 555-1000 Fax: (818) 555-1001	AGENT: JOE COOL Talented Artists Agency 1515 Sunset Blvd. Hollywood, CA 90000 Tel: (310) 555-2345 Fax: (310) 555-2346 Asst: Marge	JUNE, 25, 20XX	$10,000 per wk. 6-wk. guarantee 2 post prod. days Billing: main titles, single card, 4th position
	Loan-out Co: Mann, Inc. Federal ID#: 95-1234567	MANAGER: ALEX ADMIN Total Management, Inc. 345 Dreamland Blvd. Los Angeles, CA 90000 Tel: (310) 555-9877 Fax: (310) 555-7895 Asst: Joanie		

FIGURE 6.2

BETTER SAFE THAN SORRY

Even with the existence of industry safety guidelines and a location code of conduct, efforts must continually be made to be aware, cautious and thorough. Although this behavior will most certainly prevent many potential problems, be assured that no production company, regardless of size or stature, is totally immune from accidents, grievances, lawsuits and insurance claims. *Be careful!* It's easy to get so busy on a shoot, that from time to time, a few small details fall between the cracks. And small details can quickly turn into big problems that come back to haunt you later on.

To best protect your backside, and that of the company, you should:

- Keep careful inventories and note when something is lost or damaged.
- Put as much information on the back of the production report as possible, including the slightest scratch anyone might receive. When a day passes and there are no injuries, indicate by noting "No injuries reported today" on the back of the production report.
- When someone is injured, complete a workers' compensation (Employer's Report of Injury) report as soon as possible, and get it to the insurance agency. Also attach a copy to the daily production report.
- Have an ambulance on the set on standby when you're doing stunts that are even the least bit complicated or dangerous. Always know the location of the closest medical emergency facility (and post it on the call sheet every day).
- When you're experiencing difficulties with a specific employee, keep a log detailing dates and incidents.
- Confirm all major decisions and commitments in writing; if an official agreement or contract isn't drawn up, write a confirming memo detailing the arrangement.
- Don't sign an agreement and contract until your attorney has reviewed it.
- Don't sign a rental agreement for the use of equipment, motor homes, facilities, etc. until you or someone you trust can check out the quality of what's being rented, and you know exactly what you are getting.

Favors involving any type of exchange are nice (i.e., the company uses a crew member's car in a chase sequence in exchange for repairs to the car) but can also backfire on you. All such agreements should be backed up with a letter in writing stating the exact terms of the exchange and releasing the company from any further obligations.

PRE-PRODUCTION CHECKLIST

You have your script and your financing (or studio deal), and you're ready to go. The following list will help you keep track of what you've done and what remains to be done.

Starting from Scratch

- ☐ Prepare a preliminary schedule and budget
- ☐ Find a good attorney who specializes in entertainment law
- ☐ Establish company structure (i.e., an LLC or partnership)
- ☐ Obtain necessary business licenses from city, county and/or state
- ☐ Apply to the IRS for a Federal ID number
- ☐ If you've established a corporation, get a corporate seal and minutes book
- ☐ Obtain workers' compensation and general liability insurance
- ☐ Sign all union and guild signatory papers (as applicable)
- ☐ Secure a completion bond (if applicable)
- ☐ Open bank accounts (signature cards and corporate resolutions)
- ☐ Apply for all applicable incentive programs and/or tax subsidies (and complete any cultural test if required)
- ☐ Find production offices and stage(s) as needed
- ☐ Start lining up staff and crew

Legal

Note: A production company's legal or business affairs department or an outside entertainment attorney would routinely do this work.

- ☐ Secure the rights to the screenplay (literary purchase agreement)
- ☐ Assignment of rights
- ☐ Distribution agreement
- ☐ Writers agreement
- ☐ Life story rights agreements (if applicable)
- ☐ Review all financing and distribution agreements
- ☐ Sales agency agreement
- ☐ Security interest documents and filings
- ☐ Loan documents (equity investors)
- ☐ Completion agreement
- ☐ Interparty agreement
- ☐ Laboratory pledge holder agreement
- ☐ Laboratory access agreement
- ☐ Make sure script is registered with the WGA
- ☐ Negotiate (or review) and prepare the contract for the writer of the screenplay
- ☐ Order all copyright and title reports
- ☐ Prepare contracts for the producer, director, director of photography, production designer, casting director, costumer designer, co-producer, associate producer, line producer, composer and editor
- ☐ Prepare minors' contracts and all related documentation pertaining to the employment of minors
- ☐ Review contracts regarding literary material to make sure all required payments are made

HERBY'S SUMMER VACATION

XYZ PRODUCTIONS
1234 Flick Drive
Hollywood, CA 90038
Tel: (323) 555-3331 - Fax: (323) 555-3332

CONTACT LIST

5/11/XX

ANIMAL HANDLERS		
CUDDLY CREATURES	9870 Forest Hills Drive Sherman Oaks, CA Contact: Barry	(661) 555-7430 (661) 555-7432 - fax Barry@cuddly.com
ART SUPPLIES		
GRAPHICS PLUS	7540 Colorful Ave. Los Angeles, CA Contact: Rose	(310) 555-4332 (310) 555-4333 - fax Rose@graphicsplus.com

ATTORNEYS
BACKGROUND CASTING
BANK
CAR RENTALS
CASTING
CATERING
CELLULAR PHONES
CLEANING SERVICE
CLEARANCES
COLOR COPIES
COMPUTER RENTALS
COMPUTER SUPPORT
CONSTRUCTION VENDORS
COPIER RENTAL
COURIER/MESSENGER SERVICE
CRAFT SERVICE SUPPLIES
CRANE
CREW GIFTS
DRAFTING EQUIPMENT & SUPPLIES
DUMPSTERS
EDITING ROOMS
EDITORIAL EQUIPMENT
ENVIRONMENTAL CONSULTANT
EQUIPMENT (Camera, Electric, Grip, Condors, etc.)
EXPENDABLES
FAX MACHINES
FILM COMMISSIONS
FILM STOCK
FLORIST
HAZMAT PACKING & REMOVAL
HELICOPTER CO.
HOSPITALS
HOTELS
INSURANCE AGENCY
INSURANCE DOCTOR
LAB
LABOR RELATIONS
LEGAL
LOCATION CONTACTS
LOCKSMITH
MAKE-UP & HAIR SUPPLIES
OFFICE FURNITURE
OFFICE SUPPLIES
PAYROLL SERVICE
PHONE SYSTEM
PHOTO LAB (1-HR)

FIGURE 6.3

(Continued)

POST OFFICE
POST PRODUCTION
PREVISUALIZATION
PRINTING
PRODUCT PLACEMENT
PROP HOUSES
PROPERTY MANAGER
PROSTHETICS/MAKEUP FX
RENTAL CARS/VANS
RESEARCH LIBRARY
SAFE
SATELLITE VENDOR
SCRIPT DUPLICATION
SCRIPT RESEARCH
SECURITY
SET DEC VENDORS
SHIPPING SERVICES
SHREDDING SERVICE
SIGNS
SOUND EQUIPMENT
SOUND TRANSFERS
SPECIAL EFX VENDORS
STILL FILM
STILL PHOTO LAB
TECHNICAL ADVISOR
TELECINE
TELECOMMUNICATIONS
TENTS
TRANSPORTATION VENDORS
TRAVEL
UNIONS & GUILDS
VISUAL EFFECTS
WALKIE-TALKIES
WARDROBE HOUSES
WATER DELIVERY SERVICE
WEATHER SERVICE
WORKERS COMPENSATION

FIGURE 6.3—cont'd

- ☐ Review permits and other documents having potential legal significance
- ☐ Prepare (or approve) all necessary release forms
- ☐ Prepare contracts for principal cast
- ☐ If applicable, prepare nudity riders
- ☐ Start music clearance procedures
- ☐ If not done by production, send script in to be researched, and secure all necessary clearances
- ☐ Review all location agreements
- ☐ Review all rental and lease agreements
- ☐ As applicable, review contracts for digital effects, mechanical effects, creative and technical services and product placement
- ☐ If applicable, handle all necessary requirements related to filming in a foreign country
- ☐ If applicable, handle all immigration issues

Set Up Production Office

- ☐ Security, if needed
- ☐ Furniture, including:
  - ☐ Drafting tables and stools for the art department
  - ☐ A safe for the accounting department
- ☐ Contact phone company for phone numbers and phone, fax and DSL lines
- ☐ Arrange for a temporary phone system
- ☐ Copier machine
- ☐ DVD/Monitor
- ☐ Computers and printers
- ☐ Production and accounting software programs
- ☐ Fax machine(s)
- ☐ Office supplies
- ☐ Bottled water
- ☐ Coffee maker
- ☐ Microwave oven
- ☐ Refrigerator
- ☐ Extra keys to the office (keep a list of who has keys)
- ☐ Cell phones for key personnel
- ☐ Prepare and post departmental envelopes
- ☐ Prepare a restaurant menu book
- ☐ Secure a cleaning service
- ☐ Establish an account with a courier/messenger service(s)
- ☐ Prepare logs for courier runs and FedEx shipments
- ☐ Prepare sign-out sheets for keys, scripts, etc.
- ☐ Set up recycling receptacles and procedures

Paperwork

- ☐ Have letterhead and business cards printed and distributed to those who need it (the art department will generally provide a logo/artwork)
- ☐ Prepare fax cover sheets
- ☐ Prepare a map of how to get to the production office and/or stage
- ☐ Prepare a phone extension list to be placed next to each phone in the office
- ☐ Set up production files
- ☐ Assemble supply of production forms
- ☐ Prepare a crew list
- ☐ Prepare a contact list
- ☐ Start a purchase order log
- ☐ Prepare and distribute asset inventory logs
- ☐ Start a raw stock inventory and order log
- ☐ If a television series, prepare a list of episodes, production dates, director, writer, and editor for each show
- ☐ Prepare DGA deal memos
- ☐ Prepare crew deal memos
- ☐ Post and distribute safety, sexual harassment, code of conduct and Standards of Business Practices guidelines as required
- ☐ Distribute and post environmental guidelines
- ☐ Prepare a distribution list

Visual Effects

- ☐ Hire a visual effects supervisor
- ☐ Prepare a breakdown of visual effects shots

- ☐ Have conceptual designs and storyboards prepared, clearly defining each effect
- ☐ Determine methodology and exact elements required to accomplish desired effects
- ☐ Send breakdown, designs and storyboarded scenarios out to visual effects houses for bids
- ☐ Determine time and expense necessary to accomplish each effect
- ☐ Adjust script to accommodate budgetary and scheduling limitations if necessary
- ☐ Select visual effects houses to create needed effects (i.e., creatures, animation, computer-generated characters)
- ☐ Have effects supervisor prepare a schedule integrating pre-production, production and post production activities and all work to be done at effects houses
- ☐ Determine which portion of each visual effects shot will need to be shot during production (i.e., process plates) and coordinate with the UPM and first assistant director, so requirements can be integrated into the shooting schedule
- ☐ Determine what special equipment you'll need to order to be used during production (i.e., motion control camera, blue screen)
- ☐ Line up additional, specially trained crew to work on the portions of effects that are scheduled to shoot during production
- ☐ Have effects supervisor prepare a contact list, including which effects houses are doing which effects, phone numbers, and names of who is supervising the work at each of the houses

  Note: Complicated stunts and special effects to be shot during production should be assessed and planned during the early stages of pre-production as well. Preparation involves many of the same steps as those listed above.

Cast-Related

- ☐ Secure SAG bond (if applicable)
- ☐ Finalize casting
- ☐ Prepare a cast list
- ☐ Send cast list to SAG
- ☐ Station 12 cast members
- ☐ Prepare cast deal memos
- ☐ Prepare SAG contracts
- ☐ Schedule designated cast for medical exams
- ☐ Fit wardrobe
- ☐ Hire a stunt coordinator
- ☐ Have stunt coordinator line up stunt doubles
- ☐ Hire a dialogue coach, if needed
- ☐ Make sure actors' dressing rooms and mobile homes are properly outfitted
- ☐ Check actors' deals for perks, and make sure they have everything they're contractually due
- ☐ Procure a supply of headshots from actors' agents for hair, makeup, wardrobe, stunts, extra casting, assistant directors and office copy
- ☐ Hang a set of the main casts' headshots on the wall in the production office, labeled with their names and their characters' names (so the office staff knows who's playing which part)
- ☐ Schedule wig fittings and hair coloring
- ☐ Schedule prosthetic fittings and molds, if necessary
- ☐ Schedule actors for lessons (if special skills are required for their roles)
- ☐ Schedule workouts, tanning sessions, etc. (if required)
- ☐ Schedule rehearsal(s) and read-throughs
- ☐ Schedule hair and makeup tests
- ☐ Make sure minor performers have work permits
- ☐ Hire studio teacher/welfare worker(s), as needed
- ☐ Line-up an extras casting agency
- ☐ Interview stand-ins and photo doubles
- ☐ Obtain a good supply of extra vouchers (union and nonunion)

Script and Schedules

- ☐ Finalize script
- ☐ Type script changes
- ☐ Duplicate script
- ☐ Distribute script and all revisions to cast, crew, staff, studio/parent production company, insurance agency, casting agencies, research company/department and product placement agencies/department
- ☐ If for television, send scripts to network executives and Standards & Practices
- ☐ Prepare a revised shooting schedule
- ☐ Prepare a one-line schedule
- ☐ Prepare a day-out-of-days
- ☐ Prepare a script synopsis
- ☐ Have the script timed

Prepare Breakdowns

- ☐ Atmosphere
- ☐ Production vehicles
- ☐ Picture vehicles
- ☐ Stunts
- ☐ Locations ("Location List")
- ☐ Special effects
- ☐ Visual effects
- ☐ Travel ("Movement List")
- ☐ Continuity breakdown
- ☐ Schedule of second-unit days
- ☐ Product placement wish list
- ☐ Special equipment (condors, Technocrane, mobile lighting systems, camera remote heads, etc.)
- ☐ Schedule of train, boat or helicopter days (whatever might be applicable)
- ☐ Timelines (as applicable)

Budgetary – Accounting

- ☐ Open bank account (if not already in place)
- ☐ Collect departmental budgets
- ☐ Finalize budget
- ☐ Select payroll company
- ☐ Prepare cash flow chart
- ☐ Send script, budget, and schedule to the completion bond company
- ☐ Prepare start paperwork packages
- ☐ Open vendor accounts
- ☐ Prepare a chart-of-accounts

Insurance

- ☐ Send script and budget to the insurance companies for bids
- ☐ Secure insurance coverage
- ☐ Secure a certificate of insurance from payroll company to show proof of workers compensation coverage
- ☐ Make sure Errors and Omissions (E&O) insurance application is submitted or follow all necessary clearances procedures (if an E&O application won't be submitted until the completion of principal photography)
- ☐ Provide information for risk management survey
- ☐ Decide on specific endorsements to meet the needs of your picture
- ☐ Secure special coverages for aircraft, boats, railroad, etc.
- ☐ If necessary, secure special coverages for working in a foreign country
- ☐ Prepare certificates of insurance for vehicles, equipment and locations
- ☐ Send travel breakdown to the insurance company
- ☐ Send stunt and effects breakdown to the insurance company, along with the resumes of the stunt coordinator and effects supervisors
- ☐ Secure animal mortality insurance for key animals you're planning to use in the show
- ☐ Have a supply of workers' compensation accident forms and insurance information for office, second assistant director and company nurse
- ☐ Procure a supply of loss/damage and auto accident claim forms
- ☐ Select a doctor approved by the insurance company for necessary physicals

Post Production–Related

- ☐ Hire a post production supervisor
- ☐ Select lab, telecine and sound house
- ☐ Set up accounts for lab, sound transfers, telecine, supplies, etc.
- ☐ Order editing equipment
- ☐ Set up editing room(s)
- ☐ Get bids from sound effects houses
- ☐ Book dates and facility for predubbing and final mix
- ☐ Route dailies
- ☐ Schedule screening of dailies
- ☐ Prepare a tentative post production schedule
- ☐ Submit lab access letter
- ☐ Have script supervisor meet with editor regarding routing of daily notes and any special requests editor may have

Locations

- ☐ Hire a location manager
- ☐ Complete location agreements
- ☐ Submit signed location agreements to accounting and copies to the production office and assistant directors
- ☐ Issue certificates of insurance to property owners
- ☐ Obtain signed releases from neighboring residents and business owners
- ☐ Obtain permits
- ☐ Hire fire safety and police officers as necessary
- ☐ Set up security
- ☐ Arrange for intermittent traffic control, if needed
- ☐ Post for parking
- ☐ Prepare maps to locations
- ☐ Order signs with name of show and directional arrows
- ☐ Procure heaters, fans and air conditioners as needed
- ☐ Procure layout board and drop cloths
- ☐ Locate closest medical emergency facilities
- ☐ Locate closest hotels/motels, if necessary
- ☐ Set up phones, power and utilities
- ☐ Locate parking lot(s) if shuttling is necessary
- ☐ Arrange for extra tables, chairs and tents
- ☐ Allocate areas for extras, dressing rooms, eating, hair, makeup, school room, rest area for minors and parents, special equipment, animals, etc.
- ☐ Allocate parking areas for equipment, vehicles and VIP cars
- ☐ Locate alternative sites to be used as cover sets
- ☐ If needed, hire service to clean locations after each one is wrapped
- ☐ Do final walk-through with property owners, have them sign Location Release form

Distant Locations – see Distant Location Checklist in Chapter 19
Foreign Locations – see Chapter 20

Order

- ☐ Raw stock (or digital tape stock for shooting on HD)
- ☐ Camera equipment
- ☐ Empty cans, camera reports, black bags and cores (from lab)
- ☐ Steadicam package
- ☐ Video assist equipment
- ☐ HD monitors (if applicable)
- ☐ Digital imaging equipment (if applicable)

- ☐ Grip and lighting equipment
- ☐ Grip, electric and camera expendables
- ☐ Dolly(s), crane(s) and condor(s)
- ☐ Generator(s)
- ☐ Sound equipment
- ☐ DAT tapes (or DVDs) for the sound mixer
- ☐ Walkie-talkies, bullhorns and headsets
- ☐ Cellular phones, BlackBerrys, wireless Internet products
- ☐ Make-up/hair hydraulic lift chairs
- ☐ Portable DVD and monitor (if dailies are shown on set)
- ☐ Catering

Transportation

- ☐ Motor home(s), trailers and star wagon(s)
- ☐ Honeywagon(s)
- ☐ Camera car(s) and process trailer(s)
- ☐ Water truck
- ☐ Production trailer
- ☐ Hair and makeup trailers
- ☐ Wardrobe trailer
- ☐ Crew cabs and vans
- ☐ Grip and electric truck
- ☐ Camera truck
- ☐ Sound/video truck
- ☐ Prop truck
- ☐ Set dressing truck
- ☐ Effects truck and trailer
- ☐ Fuel truck
- ☐ Picture cars

Shipping

- ☐ Get bids on shipping from freight forwarders who specialize in shipping for the entertainment industry
- ☐ Select a shipping company
- ☐ Hire a shipping coordinator if necessary
- ☐ Secure a customs broker if necessary
- ☐ Determine mode(s) of transportation
- ☐ Determine most time- and cost-effective routes
- ☐ Create a master shipping schedule
- ☐ Instruct crew as to how to pack, label and manifest items to be shipped
- ☐ Let everyone know when their boxes/containers/trailers need to be ready for shipping
- ☐ Arrange for special haz-mat packing
- ☐ Arrange for the shipping of weapons
- ☐ Arrange for the special shipping and handling of dailies
- ☐ Open accounts with airlines as necessary
- ☐ Establish "known shipper" status with the airlines for the production or for your shipping company rep as necessary
- ☐ Arrange for international shipping as necessary (carnets, certificates of registration, temporary bonds, etc.)
- ☐ Secure all necessary bonds and permits
- ☐ Have someone on the other end to handle the receiving and distribution of items shipped

Travel/Housing

- ☐ Hire travel coordinator, if necessary
- ☐ Hire a housing coordinator, if necessary
- ☐ Look into the best flights and shortest routes to and from all locations
- ☐ Scout out the availability of hotels, motels and rental units as required
- ☐ Establish travel needs with an in-house travel coordinator or outside travel agent
- ☐ Negotiate with hotels and motels on group rates and amenities
- ☐ Assemble list of rental agents for cast and crew looking for alternate housing
- ☐ Contact actors' agents regarding travel and housing arrangements
- ☐ Secure rental homes, condos and apartments for cast and VIPs as necessary
- ☐ Make sure that all those traveling internationally have passports that are valid for at least six months past the date of departure
- ☐ Provide those traveling with the latest travel and airline guidelines and laws
- ☐ Schedule flights, ground transportation to and from airports, meet and greet services, rental cars and hotel accommodations as required.
- ☐ Complete travel authorizations (TAs) or purchase orders to reflect reservations made
- ☐ Prepare movement lists and individual travel itineraries

Animals

- ☐ Contact a company that trains animals for film, TV and commercials
- ☐ Contact the American Humane Association for guidelines in the proper care, use, handling and safety of animals
- ☐ Make arrangements for the shipping of animals if applicable
- ☐ Research quarantine guidelines as necessary
- ☐ Secure animal mortality insurance if necessary
- ☐ Secure all necessary permits, veterinary and health certificates
- ☐ Make arrangements for the housing and feeding of animals if necessary
- ☐ If they don't come through the company you're getting your animals from, locate and hire competent:
  - ☐ Animal handlers
  - ☐ Trainers
  - ☐ Wranglers

Specialty Items

- ☐ Previsualization
- ☐ Technical advisor(s)
- ☐ Rear screen/process photography
- ☐ Blue or green screen for visual effects shots
- ☐ Motion control camera
- ☐ Playback
- ☐ 24-frame video playback
- ☐ Stock footage
- ☐ Cycs and backdrops
- ☐ Mockups
- ☐ Models
- ☐ Safety divers
- ☐ Nursery and baby nurse(s)

Preparing for Stage Work

- ☐ Telephones
- ☐ Security
- ☐ Power
- ☐ Heaters, fans, air conditioners
- ☐ Generator (if necessary)
- ☐ Dressing rooms
- ☐ School room
- ☐ Rest area for minors and parents
- ☐ Tables and chairs
- ☐ Area for background talent
- ☐ Make-up and hair
- ☐ Darkroom
- ☐ Access to lot medical department or nurse/medic on set

The assistant directors will prepare a portable file box (or a legal-size accordion file) with the following paperwork to stay on the set at all times. This box should contain the following:

Copies of:

- ☐ All signed location agreements
- ☐ All permits
- ☐ Actors' deal memos
- ☐ SAG guidelines

Blanks of:

- ☐ Location agreements
- ☐ Workers' compensation accident report forms
- ☐ Automobile accident report forms
- ☐ SAG contracts (a few of each kind)
- ☐ SAG Time Sheets (Exhibit Gs)
- ☐ SAG Taft/Hartley report forms
- ☐ Crew start paperwork packages – regular and loanout
- ☐ Copies of safety guidelines and Filmmaker's Code of Conduct
- ☐ Certificates of insurance
- ☐ Petty cash envelopes
- ☐ Release forms (an assortment)
- ☐ Extra vouchers
- ☐ Walkie-talkie sign-out sheets

Extra copies of:

- ☐ Staff and crew lists
- ☐ Call sheets
- ☐ Scripts and script changes
- ☐ Miniature-sized scripts
- ☐ Cast lists
- ☐ Contact lists
- ☐ Shooting schedules
- ☐ Day-out-of-days
- ☐ Maps to the locations
- ☐ Crew cell phone numbers

Keep on the set at all times:

- ☐ A complete first-aid kit
- ☐ Aspirin/Tylenol
- ☐ Several flashlights
- ☐ An assortment of office supplies
- ☐ A designated set mobile phone
- ☐ A small copier machine (if you have the room and the additional cost is within your budget), laptop computer and printer

CREATING YOUR OWN PRODUCTION MANUAL

The best way to establish your company's policies is to have your own production manual. Having a company manual provides a substantial degree of professionalism to the smallest of production units. Assemble your manual in large three-ring binders, and make sure all staff and freelance production personnel receive one. Keep a record of who manuals are given to and when revisions are made.

The manual should contain the following:

- A complete listing of company operating procedures, including crew startup and payroll reporting procedures
- A contact list containing the names, addresses, and phone numbers of the company's insurance representative, outside legal advisor, travel agent, vendors, storage facilities, labs and post production facilities, applicable union and guild representatives, payroll service, permit service, script research service, music clearance service, messenger service, equipment rental houses, repair contacts, IT and telecommunication reps, etc.
- A company staff list, including department designations and phone number extensions
- Samples of the forms and releases you wish to be used on all company shows

- Pertinent union and guild rates and regulations, including rules governing the employment of minors
- Insurance guidelines, contacts, forms and claim reporting procedures
- Safety guidelines
- Filmmakers' code of conduct
- And anything else relevant to your company operations

FOR YOUR OWN GOOD

Start a show as healthy as you can be. Make sure to get plenty of sleep and exercise, eat well and take plenty of vitamins as soon as you know you're going to be starting a new show and through as much of pre-production as you can manage. If you haven't already heard or have experienced it first hand, productions tend to be grueling, and are even more so when you're on a tight budget and schedule and expected to do the work of three. You'll need all the energy and stamina you can muster up, so your body can withstand varying degrees of stress, long hours and sleep deprivation. Your fitness will also have a lot to do with your tolerance quota when it comes to dealing with a wide assortment of personalities, egos and last-minute changes – not to mention all the rabbits you'll be continuously expected to pull out of your proverbial hat.

Get your routine doctor appointments out of the way and stock up on all your prescriptions and supplements before you go into production.

Thanks to my friends Jerram Swartz, Ira Shuman and Ron Lynch for their help with this chapter and for all their helpful notes.

FORMS IN THIS CHAPTER

- Asset Inventory Log
- Equipment Rental Log
- Mobile Phone/BlackBerry Sign-Out Sheet
- Walkie-Talkie Sign-Out Sheet
- Distribution Log
- Crew Information Sheet

ASSET INVENTORY LOG

SHOW:					DEPARTMENT:			
					AT COMPLETION OF PRINCIPAL PHOTOGRAPHY			
ITEM(S)	PURCHASED FROM	PURCHASE DATE	PURCHASE PRICE	P.O.#	IF PORTION USED, HOW MUCH REMAINS	IF SOLD, FOR HOW MUCH	IF RET'D. TO COMPANY, IN WHAT CONDITION	LOCATION OF ITEM

EQUIPMENT RENTAL LOG

ITEM(S)	VENDOR ADDRESS/PHONE/FAX CONTACT	PO#	DEPARTMENT ASSIGNED TO	DATE PICKED UP	LENGTH OF RENTAL	DATE RETURNED	*L&D SUBMITTED*

MOBILE PHONE & BLACKBERRY SIGN-OUT SHEET

DATE RECV'D. FROM VENDOR	PO#	ITEM(S) & MODEL#(S) (INCLUDING ACCESSORIES)	SERIAL #	PHONE #	PRINT NAME	DATE OUT	SIGNATURE	DATE IN	DATE RET'D. TO VENDOR

Vendor:	NOTES:
Address:	
Phone#:	
Contact:	

WALKIE-TALKIE SIGN-OUT SHEET

DATE RECV'D. FROM VENDOR	PO#	INDICATE ITEM & MODEL NO. (Walkie-Talkie, Charger, Headset, Bullhorn, Other Accessory, etc.)	SERIAL#	UNIT#	DEPARTMENT ASSIGNED TO	PRINT NAME	DATE OUT	SIGNATURE	DATE IN	DATE RET'D. TO VENDOR

Vendor:	NOTES:
Address:	
Phone#:	
Contact:	

DISTRIBUTION LOG

NAMES	SCRIPT & REVISIONS	BUDGET	COST REPORTS	PRE-PROD. SCHEDULE	SHOOTING SCHED. & ONE-LINER	DAY-OUT-OF-DAYS	CONTINUITY BREAKDOWN	STORYBOARDS	CREW DEAL MEMOS	CREW LIST	CAST & CREW CONTRACTS	CAST LIST W/O DEALS	CAST LIST W/DEALS	CAST PHOTOS	EXTRAS BREAKDOWN	VEHICLE BREAKDOWN	STUNT & EFX. BREAKDOWNS	CONTACT LIST	LOCATION AGREEMENTS	RELEASE FORMS	PRODUCT PLACEMENT REPORTS	TRAVEL INFO. & MOVEMENT LISTS	CALL SHEETS	PRODUCTION REPORTS	WRAP REPORTS	INSUR. & WORKERS COMP CLAIMS	POST PROD. SCHEDULE	MUSIC CUE SHEETS	DELIVERY REQUIREMENTS
TOTAL NO. OF COPIES NEEDED:																													

CREW INFORMATION SHEET

*(Please fill in the following information **completely,** and return this form to the Production Office. Thank You.)*

SHOW _____

NAME _____

POSITION _____ DEPARTMENT _____

HOME ADDRESS _____

_____

MAILING ADDRESS (If Different) _____

_____

HOME PHONE# _____ HOME FAX# _____

CELL# _____ E-MAIL# _____

☐ Check here if you DO NOT want any of the above information on the Crew List

☐ Check here if you just want your pager & mobile numbers on the Crew List

SOC. SEC.# _____ BIRTHDAY (month & day only) _____

LOANOUT CO. _____ FED. ID# _____

START DATE _____ UNION _____

EMERGENCY CONTACT _____

RELATIONSHIP _____ HOME PHONE# _____

CELL# _____ WORK PHONE# _____

TRAVELING PREFERENCES (We will try to accommodate your preferences to be best of our ability)

AIRLINE SEAT (check one) ☐ Window ☐ Aisle ☐ Bulkhead ☐ No Preference

AIRLINE MEAL (check one) ☐ Regular ☐ Vegetarian

PLEASE LIST YOUR FREQUENT FLYER ACCOUNT NUMBERS

AIRLINE	ACCNT. NO.
_____	_____
_____	_____
_____	_____

HOTEL ROOM PREFERENCES

LOCATION: ☐ Ground Level ☐ In the Back ☐ Near the Front ☐ No Preference

BED STYLE: ☐ King ☐ Queen ☐ 2 Beds

IF AVAILABLE, I WOULD LIKE THE FOLLOWING IN MY ROOM:

☐ Refrigerator ☐ Microwave ☐ Extra Rollaway ☐ Desk

The above information is solely for Production Office records and will be kept strictly confidential.

A Stephen A. Marinaccio II form©

Chapter 7

Insurance Requirements

INTRODUCTION

Securing insurance should be the first order of business at the start of any new production, and coverage should be obtained from an insurance broker who specializes in insurance for the entertainment industry and has extensive knowledge of the business. In the whole scheme of things, there aren't many brokers who do this, and of those who do, most are headquartered in Los Angeles, New York and London. CMM Entertainment (a subsidiary of C.M. Meiers Company, Inc.) is one such company, as is Aon/Albert G. Ruben Insurance Services, Arthur J. Gallagher & Co., DeWitt Stern Group, Marsh USA and Truman Van Dyke Company. If you're working on a studio show or for a major independent production company, the studio or production company will most likely have an ongoing relationship with specific brokers and insurance carriers as well their own in-house risk manager – the point person for all production-related insurance matters. If you're not working for a company that has a risk manager, then you'll deal directly with a broker.

Just as there aren't many brokers who specialize in entertainment insurance, there aren't many insurance companies that will write policies required for production. A good broker will obtain quotes from various insurance carriers in order to recommend the one (or ones) that can provide you with the best deal for your project, even if sometimes it turns out to be a combination of policies from more than one company. If your broker can't get you proposals from all of the companies doing film insurance, then you might want to have another broker secure additional quotes. It's relatively simple to finalize a deal when it comes to coverages and pricing, but just as important as the cost of the various policies needed is the service your broker can provide. You may want to get bids from two or three different brokerages or from one broker you've developed a good working relationship with. Things to consider when making a decision as to which broker to go with is expertise, ability to respond immediately to last-minute needs, ability to get the best claim service and accessibility. With so many incentive programs being offered throughout the country and growing film centers popping up all over the United States, your broker should be licensed in all states. And with so many productions being shot outside of the United States, it's also important that your broker have the appropriate international contacts.

As films continually become more complicated in terms of action, stunts, effects, technology and the reliance on highly paid actors and directors to carry entire pictures on their names alone, levels of financial exposures increase as well. Insurance companies and the brokers who represent them are taking a much closer look than ever before at each picture, vigorously investigating potential exposure and carefully assessing the risks.

The better brokerage firms employ risk control specialists who prove most helpful on pictures that involve stunts and effects. On films containing action, they might contact stunt coordinators and effects supervisors to discuss the concerns of the underwriter, how each stunt and effect is to be executed, the anticipated use of personnel and the safety procedures to be implemented. These reps are extremely knowledgeable and will offer advice and spend time on the set when action sequences are shot. Their sole purpose is to minimize risks and curb escalating losses suffered by insurance companies on action pictures and communicate with underwriters to help alleviate any concerns the insurance companies might have.

In addition to budgets and schedules, insurance companies examine the track record of the production company, the producer and director; where the show's to be shot; its financing source; distribution and bond company agreements; cast; storyline; all potential hazards; safety guidelines and protection methods to be utilized; proposed travel; crew specifications and anticipated payroll; rare and expensive set dressing, props or wardrobe to be used; the use of animals, motorcycles, special vehicles and equipment, watercraft, aircraft or railroad cars; and all proposed action, stunts and effects.

Your broker should help you complete the application process, which can sometimes be handled over the phone or online. (You'll find a sample application at the end of this chapter). Risk managers, brokers and underwriters review all scripts, contracts and budgets, in addition to detailed breakdowns of proposed stunts and effects. The backgrounds and experience levels of stunt coordinators and effects supervisors are scrutinized and proof of pyrotechnic licenses is required as well.

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This chapter will touch on the basics of motion picture and television insurance, including both standard and supplemental coverages.

GENERAL INSURANCE GUIDELINES

- Set up a time for your risk manager or broker to come by the production office for an initial meeting with your production staff to go through basic insurance and claim procedures and forms.
- Once your policies are in place, have your risk manager or broker supply you with a list of coverages, limits and deductibles.
- Make sure you have a good supply of claim forms and are aware of all claims reporting procedures.
- E-mail a *Request for Certificate of Insurance* form (or make copies available) to departments that will need them. Request that they be filled out and e-mailed or submitted to the production office when a certificate is needed (see form at the end of the chapter).
- Make sure you have a good supply of blank certificates of insurance if you're not going to be preparing certificates as PDF files or online.
- Because your payroll company will be supplying the workers' compensation coverage for all those on payroll, ask the payroll company for a certificate of insurance (made out to the production and noting the name of your show) evidencing their proof of coverage.
- Have the same contact person at the payroll company send you a supply of Injury/Illness Report forms appropriate to the state(s) or country(ies) where you'll be filming.
- Have your risk manager or broker supply you with a list of insurance-approved physicians who can perform cast physicals. Select the doctor you wish to use and call his or her office to introduce yourself (and your show) to the doctor's staff.
- Have all location, lease and rental agreements checked by your project attorney as well as your risk manager or broker to make sure that all insurance requirements are reasonable and met.
- Confirm that all employees driving their own vehicles for business purposes confirm that they carry liability coverage and that their coverage is sufficient. Remind them that should they have an accident while driving for business, their own insurance is primary, and the production company is not responsible for physical damage to their vehicles.
- Talk to your risk manager or broker if you plan to use aircraft, watercraft or railroads as well as animals in your production. Any of these exposures dictate additional insurance considerations.
- Talk to your risk manager or broker about the coverages you'll need if you're planning on filming in another country.
- Ask your caterer (and any other independent contractor who has his or her own employees) for a certificate of insurance naming the production as additional insured. It should provide at least $1 million of commercial general and auto liability and show evidence of workers' compensation and employer's liability coverage.
- Make sure that your risk manager or broker receives a copy of all travel movements.
- Keep a log of all certificates of insurance issued and retain copies (in alphabetical order) in a three-ring binder.
- Keep a log of all workers' compensation claims.
- If you're going to be shipping equipment, materials, props, set dressing, wardrobe, etc. to another country, make sure your risk manager or broker receives a copy of your daily shipping log. (The log should contain date of shipment, origin, destination, general description of contents, method of transport and estimated value of shipment.)
- Determine early on during pre-production who's going to be responsible for reporting and completing claim forms when auto accidents occur – and they almost always do. Some insurance carriers require that you complete a claim form and submit it to your broker (who will take it from there). Others require that you call a specific telephone number to report the accident and open a claim. Either way, decide whether the transportation department, the production office or both will be responsible for reporting accidents. Sometimes, Transpo will fill out an accident worksheet (see form at the end of this chapter) or call the production office with the details, and it'll be the production coordinator or assistant coordinator who writes up or calls in to report the claim. And sometimes, Transpo handles it all. Just be sure to designate one individual as the "go-to" person for auto claims – someone who will keep an ongoing log of claims, will stay current as to the status of each and is the contact person for the insurance company's claims rep. This person should also be distributing copies of the claim log as a way of keeping your risk manager, broker, producer, UPM and production executive advised of all ongoing claims – especially anything serious or any situation that could potentially develop into a lawsuit. This is one of many areas that if not handled properly could get totally out of hand, and you'll be receiving claims a year or more after your show has wrapped with absolutely no idea of where they came from.

ERRORS AND OMISSIONS (E&O)

This is a coverage you have to "prove" you don't need before you can obtain. It's insurance for claims made for libel, slander, invasion of privacy, infringement of

copyright, defamation of character, plagiarism, piracy or unfair competition resulting from the alleged unauthorized use of titles, formats, ideas, characters, plots, performances of artists or performers or other materials. It includes coverage for any legal expenses incurred in the defense of any covered claim as well as indemnity.

In order to secure E and O coverage, it's imperative to have a clearance report done on your final script. Some studios have their own clearance departments, but if one isn't available to you, send your script to a script clearance company. You can simply pay for a clearance report and then have your project attorney handle all necessary clearances and releases, or you can have a clearance person or company secure all necessary approvals, negotiate fees for the use of certain images, magazine covers, film clips, etc. and handle all necessary related releases and agreements. They'll keep you posted as to which items have been denied clearance, which come with restrictions and which come with fees attached. The clearance company will submit a thorough report based on each item or reference, how it's to be used, whether it's been cleared or not and any additional notes associated with that item or reference. As long as you make all necessary script changes based on the items or references that have been denied clearance, you'll be okay. The insurance company will want confirmation of script clearances before granting E&O coverage, and your distributor will want a copy of the report before agreeing to pick up your film.

Delivery requirements might dictate whether you need a one- or three-year policy. Some insurance companies also offer what's referred to as a *Rights Period Endorsement*, which continues coverage for as long as your distribution contract calls for. Check with your broker to see which is the most cost-effective for your film and distribution deal.

I used to recommend that E&O coverage be immediately obtained upon starting pre-production, but as I've learned from my friends who do smaller-budgeted films, there are a lot of producers who can't afford this coverage up front and will wait until their film has been edited and/or they have a distributor in place. Distributors simply require that it be in place before they buy the film.

An E&O application needs to be completed and signed by an authorized member of the production company, and prices for this coverage run from around $7,500 to $12,500, assuming there are no surcharges. There are some underwriters, though, who will negotiate a lower price based on your film's budget.

If you choose to defer E&O coverage, have your insurance broker furnish you with an application form that contains a list of clearance requirements. These procedures, together with the clearance advice you receive from your project attorney, should be adhered to, because if it's been determined that you haven't followed mandated clearance procedures, it could create an impediment to getting an acceptable policy once you do apply. So do your due diligence, and send your script out for a proper clearance report. Then follow up by making sure that anything that needs to be cleared has been, that all necessary approvals have been secured and all release forms have been signed and received.

COMPREHENSIVE GENERAL LIABILITY

This coverage typically provides a combined single limit of $1,000,000 per occurrence and $2,000,000 in the aggregate (*aggregate* is a limit in an insurance policy stipulating the most it will pay for all covered looses sustained during a specified period of time) for bodily injury and property damage liability. The liability coverage includes: blanket contractual liability, products and completed operations, nonownership watercraft legal liability (usually restricted to vessels up to 26 feet in length), personal injury endorsement and fire damage legal liability.

Until fairly recently, you would have had to buy a minimum one-year general liability policy. Fortunately, many carriers now offer this coverage on a short-term basis, which is great news for your budget. (Short-term policies are available for most kinds of production insurance, but if you go this route, make sure that your workers compensation and general liability policies run long enough to cover any exposures you might have during pre-production, production and post production.)

CERTIFICATES OF INSURANCE

Evidence of insurance coverage is given in the form of a certificate of insurance. They're issued by the production office (or in some cases, by the insurance broker or risk manager when specific wording is required, like for government entities) to a third party (such as a location or vehicle owner) as evidence of coverage. Certificates will reflect the name and address of the production company and name of the production. Spaces are provided to insert the date as well as the name and the address of the certificate holder – the individual or company you're issuing the certificate to. Most certificates come with preprinted language on them that includes the certificate holder as Additional Insured and Loss Payee. Don't add any additional language unless it's been approved by your broker.

If a certificate holder is named as an *additional insured*, the insurance coverage will protect the certificate holder for claims arising out of the activities of the production company. A certificate holder who's named *loss payee* is the owner of a vehicle or equipment being used on your film. If there's a claim resulting from the loss or damage to their vehicle or equipment, reimbursement for the loss or damage would be paid to the loss payee.

Your insurance broker may require that you call their office to request additional insured or loss payee certificates when a certificate holder requests this additional

coverage. Most often, though, these certificates are issued directly from the production office. What your broker will handle are certificates that require evidence of special coverages such as the use of watercraft, aircraft or a railroad.

Issuing certificates of insurance is becoming easier all the time. They can now be filled out on PDF forms and e-mailed to all appropriate parties. Some insurance companies even have dedicated websites so that the completion and distribution of certificates can be done online.

Copies of each certificate should go to the certificate holder (owner of the vehicle, property or equipment) and to your broker. You may be required to send a copy to your production executive or in-house risk manager, and you should keep a copy for the production files. If the certificate is for a vehicle, a copy should also be kept in the vehicle's glove compartment.

HIRED, LOANED, DONATED OR NONOWNED AUTO LIABILITY

This coverage provides liability insurance for all hired, loaned, donated and nonowned motor vehicles. Vehicles owned by or leased to the company must be scheduled separately, and a charge is incurred for each vehicle. If an employee should have an accident while driving his or her personal car for company business, his own insurance is primary. The company's policy would only insure the *production* should the employee's coverage be insufficient – and it wouldn't cover physical damage.

HIRED, LOANED OR DONATED AUTO PHYSICAL DAMAGE

This coverage insures against physical damage to hired, loaned and donated vehicles, including the risks of loss, theft or damage and collision for certain vehicles the production company is contractually responsible for. It's not generally intended to cover physical damage to employees' vehicles being used for production activities. If coverage is required, there must be a written rental agreement between the production company and the employee. The agreement must establish that the production company is responsible for the physical damage to the subject's vehicle. It's strongly suggested that your risk manager or broker be contacted to confirm coverage for employees cars, and that he or she review all applicable rental agreements. As with the auto liability coverage, vehicles owned by or leased to the company must be scheduled separately.

If a vehicle is damaged as a result of more than one incident, notation must be made as to the specific damage caused during each incident, the date and time of each, what the vehicle was being used for (was it a picture vehicle or a production vehicle?) and how the accident occurred. The insurance company won't accept miscellaneous vehicle damage accumulated during the length of a production. It treats each occurrence as a separate accident, and a separate deductible applies to each occurrence. If you plan to use a picture vehicle for stunt work, include this information in your breakdown. Be aware that physical damage to vehicles used in stunts is generally not covered.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

All employees are entitled to workers' compensation benefits if they're injured or acquire an illness directly resulting from or during the course of their employment. The benefits are established by state laws, and the premiums are based upon reportable payroll.

Workers' compensation coverage should be supplied by the employer of record, that is, the paying entity, which is either the payroll service or the production company. Even if all employees are being paid through the payroll service, prudence further dictates that the production company still carry a minimum premium policy, insuring independent contractors, volunteers or interns who might work on your picture. A contingent workers' compensation policy would also provide employer liability coverage should the need arise.

Independent contractors (or loanouts) – individuals who have their own corporations and aren't paid through payroll – are supposed to carry their own workers' comp insurance, and some studios and production companies will ask for proof of their coverage. But not all productions require verification, and not all loanouts carry their own insurance. So make sure your accountant (or payroll accountant) is aware of just how many loanouts on your show don't carry their own coverage, and that your premium is sufficient to cover the loanouts' reportable payroll.

If the employer of record is other than the production company or payroll service (for example, stunt coordinators hiring other stunt personnel or special effects supervisors hiring their own effects crew), obtain a certificate of insurance from the employers (department heads) to show evidence of workers' compensation for their employees. If certificates aren't obtained by the end of the show, this will come out at the insurance audit when payroll records and 1099s are reviewed. And in such cases, appropriate additional charges would be incurred based on the independent contractors' payroll.

If your workers' compensation coverage is coming from more than one source, make sure your set medic, second assistant director and/or studio medical department are informed as to which individuals are *not* covered under

the payroll company's policy. Make sure they have all the pertinent information on both policies (including policy numbers) and copies of applicable claim forms.

When a staff, cast or crew member is injured on the set, fill out a *Worker's Compensation - First Report of Injury or Illness* form and note the incident on the back of the daily production report for that particular day. Send the report directly to the broker or payroll company, keep a copy for the production files and send a copy to your production executive. Also attach an additional copy to the back of the production report. Forward all medical bills, doctor's reports, etc. to the respective insurance or payroll company.

When applying for workers' compensation during preproduction, declare the need for coverage for employees hired in your state of operations as well as coverage for any other state where your employees are living at the time of hire (as long as they're not being covered under the payroll company's policy). Include an *All States' Endorsement* with your Workers' Compensation policy to protect the company should employees be hired from a state or states you hadn't initially declared. Injured employees will receive benefits in accordance with the compensation laws of the state in which they were living at the time of hire. Six states (Nevada, Ohio, West Virginia, Wyoming, North Dakota and Washington) are *monopolistic*, meaning that you must purchase workers' compensation coverage directly from their state insurance program if you choose to hire employees from their state.

Inform your insurance broker if members of your shooting company are going to be working on or near the water, as USL&H (United States Longshoremen's and Harbor Workers) or Jones Act coverages might be required. The USL&H covers workers near the water, whereas the Jones Act deals with crew (i.e., vessel crew).

Your broker and/or the state's workers' compensation fund will supply you with appropriate injury report forms. Reporting procedures are the same in every state. Should a SAG-covered performer be injured in the course of employment with your company, the Screen Actors Guild requires that you send a copy of the accident report to them.

If you're going to be shooting out of the country, talk to your broker, because you'll need both foreign workers' compensation and foreign liability. Check into any additional exposures you might need to cover, such as reparation expenses and injuries to foreign nationals. (Reparation expenses refer to the costs associated with transporting an injured or ill employee back home.)

GUILD/UNION ACCIDENT COVERAGE

Employees traveling on company business are covered under a travel accident policy, which provides coverage as specified in their governing guild or union bargaining agreements. If an employee isn't a member of a union or guild, coverage is provided for a minimum amount. No employee, while on the company payroll, is allowed to fly as a pilot or as a member of a flight crew unless specifically hired for that duty and scheduled on the insurance policy. Under Guild/Union Travel Accident coverage, each production is required to keep track of: (1) the number of plane and/or helicopter flights taken by any guild/union member on each show, (2) the number of hours each person may spend in a helicopter, (3) the number of days each guild/union member may be exposed to hazardous conditions and (4) the number of days any DGA member may be exposed while filming underwater. This specific information may be requested from the insurance company at the completion of principal photography. Keep an ongoing log of all such occurrences, and keep your risk manager or broker updated.

Coverages for guild members pursuant to guild agreements should be provided by your payroll service if one is involved. And the production company should decide whether it's going to obtain guild/union accident coverage for nonguild members.

PRODUCTION PACKAGE (PORTFOLIO POLICY)

The Production Package provides coverage for cast insurance; production media (any film, tape, disk or other medium or devices used to record or store sounds or images; faulty stock, camera and processing; props, sets and scenery, costumes and wardrobe; miscellaneous rented equipment and office contents; extra expense and third-party property damage).

The premium for the Production Package is usually based upon what's referred to as "net insurable costs" – the final budget, minus the costs of post production, story, music and finance charges. Rates currently range from $0.75 to $1.25 (depending on negotiations, exposures, etc.) per each $100 of the net insurable costs. In some instances, however, third parties (i.e., banks or completion bond companies) have requested that story and finance charges be included as covered expenses. Under these circumstances, underwriters are usually willing to charge a lower rate for the premium. Also be aware that insurance costs are sometimes based on the total amount of your budget.

Your selection of optional coverages on any one show will be based on script and budgetary considerations, as well as requirements imposed by distributors and bond companies. Your insurance broker will discuss all variables and policy options with you and help you decide which coverages will provide the best protection for your picture. Also talk to your broker about other pricing choices, as insurance companies are now offering the option of portfolio policies based on your total (gross) budget (opposed to net insurable costs).

Cast Insurance

This coverage is placed on cast members, the director and possibly the producer or director of photography – any key person whose illness, injury or death would cause a shutdown of the production. If an accident or illness of a covered actress, actor, director, etc. creates a postponement, interruption or cancellation of production, the production company, subject to a predetermined deductible, would be reimbursed for the extra expenses incurred. And should a project be abandoned due to an insured cast lost, the production company would recoup all covered expenses (subject to the usual exclusions). This policy might also include coverage for kidnapping occurring during preproduction or filming and can include coverage for the payment of ransom demands. A thorough and complete substantiation of the company's extra costs incurred due to such occurrences must be presented to the insurance company before a claim can be properly adjusted.

Some cast insurance policies allow coverage for a designated number of cast members within a scheduled period of time and others will cover an unlimited number of key people for an unlimited number of weeks until the production is completed.

The production policy application will usually ask if there are any specific contract requirements, such as stop dates on actors and directors. Typically, underwriters will require that there be a reasonable margin of safety – at least a two-week period to cover possible delays in completing principal photography. Should a show run over schedule, however, causing an artist to be unavailable due to an obligation to another production starting too soon after the original production's scheduled wrap, the claim would be covered only if the delay was caused by an insured event and only if there is a "reasonable" period of time between the originally scheduled end of one production and the beginning of the next. When this type of claim is covered, it's known as a *stop date* loss.

Depending on your policy, physical exams will be mandatory for some or all of those being covered under cast insurance, and your risk manager or broker will let you know how many exams are required. It's not uncommon for seven performers (with the largest number of filming days) and the director to receive the exams.

You'll be furnished with the name of a physician (or a choice of physicians) with whom you can set up appointments – all of whom have been approved by the insurance company. If you're at a location or in a situation where it's impossible to use a physician from the list, any licensed physician can do the exam, as long as it's not a performer's own personal physician. And in these situations, make sure the physician receives a *Risk Specialists Exam Form* to complete and submit.

Cast exams are arranged and paid for by the production. Appointments should be set up as soon as possible, and until they are, cast members (once officially "declared") are covered for "accidents" only. Full coverage will follow pending their physicals. It's usually the assistant production coordinator who coordinates the appointments with the actor's agents and doctor's office, and the cost of the exams should be PO'd (purchase orders should be made out for the exams and submitted to Accounting). There will be some actors (and from time to time, a director) who will request to be examined at their home, hotel room or on the set. If approved by the producer, this can be arranged with the doctor's staff.

If one of your cast members has recently been examined for cast coverage on another show, you may request a waiver (relieving the actor of the obligation to have another exam) if the actor, along with the doctor who had done the prior exam, sign a warranty attesting to the results of the earlier physical. Your risk manager or broker will advise and supply you with the necessary form, which is called a *Statement of Declared Artist's Health*.

The insurance company will pay closer attention to a cast member's medical history when that person is either over- or underage or has had previous health issues. When employing minors, your broker needs to be aware of the childhood diseases they've had, because the diseases (such as chicken pox, measles and mumps) they haven't yet had may be excluded from the policy. There may also be specific exclusions imposed upon principals who have had a history of alcohol or substance abuse. If any of these circumstances do exist, they should be brought to the attention of the producer as soon as possible, as a higher deductible, a higher premium or exclusions may be imposed.

Cast insurance usually starts three to four weeks prior to the commencement of principal photography, although additional prep coverage is often required. An example of this would be a key actor who's involved with the project from the very early stages of pre-production.

If at any point during pre-production or production, the director, producer or one of the designated actors becomes ill, is injured or is incapacitated in any way, call your insurance representative immediately. If one of them feels ill yet continues working, but you're not sure how he or she will be on the following day or how the schedule may be affected later in the week, alert your risk manager or broker as to the possibility of an interruption in filming. And if there's ever a question as to whether you should call, *call*!

If a cast claim is submitted, the director or performer who is ill or injured should be seen by a doctor as soon as possible. Use the doctor who performed the initial cast exam if possible, but if it isn't, be sure to submit the name of and contact information for the examining doctor to your broker. His or her report will be a necessary factor in substantiating the claim.

Essential Elements

This coverage is an optional endorsement that's becoming more and more popular, especially with high-budget productions. An essential element would be an actor, actress, producer or director who carries an entire show on their name alone – someone without whom, if this person were to die or become ill or injured, the picture couldn't be completed and delivered. At times, more than one key person may be designated as an essential element. If there's essential element coverage, the inability of an essential element to continue working now gives the producer the option of abandoning the project and recouping all expenses. If it's determined, however, that the essential element, after suffering an illness or injury, is likely to recover and resume his or her assigned role or position, the insurance company has the option to delay the abandonment of the insured production for a predetermined period of time.

The additional insurance would typically begin four weeks prior to principal photography and should be carried until at least two weeks after the completion of principal photography. In the case of an essential director, coverage might have to stay in effect through the director's cut.

Before anyone is granted the status of essential element, their name must be on an "A" list of artists, or they must be approved by the underwriter. It's mandatory that they have an extensive medical exam and also sign a warranty agreeing to refrain from hazardous activities on and off the set during the entire span of his contract. The payment schedule of the artists being insured is examined, as are any previous disabling illnesses or injuries.

Bereavement Coverage

This is another optional endorsement that would reimburse the production for expenses incurred when a key member of the cast or the director must interrupt his or her working schedule due to the death or severe illness or an unforeseen emergency involving an immediate family member.

Production Media (Film, Digital Elements or Other Medium)/Direct Physical Loss

Subject to specific exclusions, most of which are covered under a policy for faulty stock, camera and processing (described in the following section), this coverage protects against the direct physical loss, damage or destruction to all negative, videotape and digital elements, including work prints, cutting copies, fine-grain prints, sound tracks, audiotapes, videotapes, cassettes, hard drives, CDs and DVDs. In addition, coverage is included for accidental magnetic erasure on videotape production and has been adapted to cover the most up-to-date technological developments of videotape and digital production. It also includes coverage on all negative and videotape/digital elements while in transit.

Faulty Stock, Camera and Processing

Subject to certain exclusions, this coverage insures against the loss, damage or destruction of raw film stock or tape stock, exposed film, recorded videotape, digital elements and sound tracks/tapes caused by or resulting from fogging or the use of faulty equipment, faulty developing or faulty processing. It doesn't cover losses due to mistakes made by the camera or sound crew.

Props, Sets and Scenery; Costumes and Wardrobe; Miscellaneous Rented Equipment; Office Contents

Subject to specified exclusions, these provide coverage against direct physical loss, damage or destruction to all property (contents, equipment, cameras, sets, wardrobe, lighting equipment, office furnishings, props, supplies, etc.) used in connection with the covered production. Keep running inventories of all set dressing, props, wardrobe, equipment, etc. that are purchased and/or rented for each show. If anyone on your crew notices that something is missing or damaged, inform the insurance agency, make a note of it on the inventory log and on the back of the daily production report and file a police report if applicable. At the end of the show, the insurance company may not honor claims on lost or damaged equipment, props, set dressing or wardrobe without sufficient documentation. Advise all department heads to inform the production manager or production coordinator of loss and damages as they occur and to not wait until the completion of principal photography to submit invoices for repairs and replacement costs.

In specific cases of missing equipment, props, set dressing or wardrobe, there must clearly be a theft for a claim to be honored. As soon as an item is discovered missing, file a police report to substantiate the theft. If at the end of principal photography, however, you discover you're short a few pieces of equipment, a few props or some pieces of wardrobe and have no idea when any of these items were taken, this is considered "mysterious disappearance." Without a police report and documentation indicating when each item was discovered missing, who discovered it missing, etc., a claim of mysterious disappearance isn't covered.

No insurance reimbursements are issued for the loss of employees' personal belongings, such as purses or clothing. If an employee is using his or her own personal

computer, it's rarely covered. Coverage would only occur if the computer is substantiated in an individual's deal memo (and scheduled on his or her box rental inventory) or if there's a specific contract stating that the production is responsible for these items. The problem can be with the deductible, as most policies have a deductible of at least $1,000.

Extra Expense

Claims of this type typically involve the damage or destruction of sets, props, wardrobe, vehicles, equipment, locations or facilities that actually interrupt, delay or cause the cancellation of production. It also covers additional expenses resulting from the short circuiting, electrical injury or failure of any electrical generator (portable or otherwise) used in production. This added protection covers expenditures over and above the total cost normally incurred to complete principal photography when any real and/or personal property is lost due to damage or the destruction of this property.

Third-Party Property Damage

This policy covers the production against accidental injury to or destruction of property of others while the property is in the care, custody or control of the production company (practical locations, for example).

Your insurance representative will advise you as to the specific limits and deductibles of this coverage and any additional optional coverages you might require based on the needs of your production.

SUPPLEMENTAL (OR OPTIONAL) COVERAGES

Umbrella (Excess Liability)

There will be times, with locations, for example, when higher limits than those provided under general liability and/or third-party property damage are mandatory. This coverage carries limits of liability in excess of $1,000,000. An umbrella liability policy will indemnify the insured for the ultimate net loss in excess of the underlying limit or the self-insured retention, whichever is the greater, because of bodily injury, personal injury or property damage to which the insurance applies.

Umbrella liability policies providing limits from $1 million to $25 million (and higher) are available. If, however, increased limits of liability are required for a short period of time only, excess limits can be obtained to comply with specific location or contract requirements. If your operations include filming at museums, airports or major office or manufacturing locations, umbrella liability is a must.

Use of Aircraft

Inform your insurance agency as soon as possible if you plan to use any type of aircraft in your show. In order to supply all the pertinent information needed on the aircraft, the owner of the aircraft and all proposed flying activities, you may be asked to have an "Aircraft Questionnaire" completed before adequate nonowned aircraft liability and/or hull coverages can be secured. Insurance is also needed to cover the use of hot air balloons, gliders, sailplanes and other types of aircraft.

To add protection for the possible negligence of the owner of the aircraft, it's also strongly advisable that the owner be asked to name your production company as additional insured under his owner's hull and liability insurance policies. The production should secure a Hold Harmless and Waiver of Subrogation with respect to loss or damage to the hull of the aircraft, so that the production isn't responsible for any damage to it. Request a certificate of insurance from the owner of the aircraft evidencing the Waiver of Subrogation and including the production company as an additional insured.

Depending on contractual obligations, there are times when the production company may be responsible to insure the hull. It's therefore necessary to furnish your broker or risk manager with a copy of your agreement with the aircraft provider.

Use of Watercraft

If you're are going to be using a boat (watercraft) for the purpose of filming or carrying a film crew and/or equipment, discuss the details with your broker or risk manager to determine whether and what type of marine coverages are necessary, and provide him or her with copies of all pertinent agreements. And as with the use of any type of aircraft, you may be required to complete a "Watercraft Questionnaire" or supply additional information.

Use of Railroads or Railroad Facilities

For the use of railroads or railroad facilities, the production company is often required to indemnify the railroad for the production's negligence as well as the railroad's negligence.

Your broker or risk manager will need to review all contracts and agreements entered into with regard to the use of aircraft, watercraft or railroads before proper coverage can be determined.

Use of Valuables

Inform your broker or risk manager if you're going to be using any fine arts, jewelry, furs or expensive antiques,

and the values of each, so that limits can be increased as required. How these items are to be used must be discussed, so that appropriate coverage can be arranged.

Use of Livestock or Animals

If insurance coverage is necessary for livestock or animals to be used in a production, it's arranged on a case-by-case basis and is based on contractual obligations and the value of the animal(s). Animal mortality insurance covers the death or destruction of any animal specifically insured. At no time would the limit of coverage be more than the value of the animal covered and before coverage is issued, a veterinarian certificate on the animal is necessary. Under certain circumstances, an animal may be insured under Extra Expense, and some carriers will use the cast insurance section of the policy to provide the coverage. This coverage reimburses the production company for extra expenses incurred due to the accident, illness or death of a covered animal. Depending on the value of the animal, the insurance company may require that you use backup animals (photo doubles).

Keep in mind that if you're planning a scene that incorporates one type of animal (such as cattle) but you need another type of animal (such as horses) to wrangle the cattle, the horses would need to be covered as well as the cattle.

Signal Interruption Insurance

Insurance coverage is available to protect against exposures in the transmission of signals by satellite or closed circuit television. This coverage indemnifies the insured for loss of revenues resulting from the necessary interruption of business due to breakdown, failure or malfunction of any equipment that prevents the telecasting or presentation of the scheduled event.

Foreign Package Policy

When a production is filming outside of the United States, its territories or possessions, special coverages are necessary. Under these circumstances, it's important to procure foreign liability, foreign workers' compensation and foreign auto coverage. A domestic policy, however, won't protect you against lawsuits filed in foreign countries.

Political Risk Insurance

This coverage is recommended for production companies planning to shoot in certain (potentially dangerous) foreign countries. Under this policy, the insurance company pays for loss due to physical property damage to insured assets caused by war, civil war and insurrection. It includes forced project relocation coverage, which pays the additional costs incurred solely and directly as a result of and following relocation of the production to another country. This coverage also includes any production-related confiscation or expropriation by a foreign government.

Weather Insurance

Weather insurance is available to protect against additional costs incurred in the event that your production is interrupted, postponed or canceled as a result of weather-related problems. The policy can include not only coverage for precipitation, but can be extended to include coverage for wind, fog, temperature and any other measurable weather conditions. The premium for this policy would be based on both the value of the days (or portion thereof) you wish to insure and the degree of bad weather you wish to insure against. The rate is determined by applying an agreed rate to the daily limit of insurance, taking into consideration the time of year, location and the agreed-upon measurements of weather that could trigger an insured event.

COMPLETION BONDS

Completion guarantees, also referred to as completion bonds, insure motion picture financiers against cost overruns in excess of their approved budget. In addition, they insure that the film will be delivered in accordance with all specifications contained in the financing and distribution agreements and in other related contracts that define the deal.

Major studios with the resources to finance pictures, including overages, don't require bonding, as the functions provided by a bond company are handled in-house. Bond companies do service smaller studios and independent production companies, whose financiers and distributors require that their picture be bonded prior to the start of principal photography.

The formal issuance of a completion guaranty involves two separate documents. The producer's agreement is signed by the producer and guarantor and is an acknowledgment and warranty by the producer to produce the film in accordance with the approved script, schedule and budget. The producer also agrees to take or cause no action that would void the approved insurance coverages or that would otherwise threaten the timely and efficient production of the film. In the event of default by the producer, this document gives the guarantor the ultimate right to take over the film and to complete and deliver it in the producer's stead.

The completion guaranty is signed by the financier(s) and the guarantor. In this document, the guarantor agrees to deliver the film in accordance with the approved script,

schedule, budget and contractual specifications and to pay any additional costs in excess of the approved budget required to deliver the project. In the event that the film can't be delivered as guaranteed, the guarantor agrees to repay all funds that have been therefore advanced by the financier(s) to cover the costs of the approved budget. If the project has to be abandoned, financiers aren't put in the position of having spent money on a project that wasn't completed. In the event that the picture can't be completed, financiers are repaid their investments. Though not able to collect additional revenues from box office grosses, he hasn't lost anything either.

As do the insurance underwriters, completion guarantors carefully assess each project before committing to a bond. They want to know that you have a script with an adequate schedule and budget and a reputable and insurable cast and crew. They'll review all major contracts relating to cast, locations, special effects, insurance, travel, etc. They'll assign members of their staff to oversee projects from the beginning of pre-production through delivery; and at times, will hire an outside person to oversee a particular picture. Bond reps will receive copies of scripts, budgets, schedules, call sheets, production reports, weekly cost reports, etc. Some will attend a production meeting or two and make occasional visits to the set during production. Other bond reps will be more hands-on and remain with the shooting company on a daily basis, involved in all major decisions pertaining to the production. Much will depend on the bond company and its particular style of involvement, the relationship and track record between the production company or producer and the bond company and how each film is progressing. The ones that encounter the most difficulties are the ones more closely watched.

The traditional point where a bond company would take over a film is after the production has gone through their entire budget plus the full 10 percent contingency prior to the completion of the picture. This rarely happens, as the bond company's job is to anticipate potential problems before they occur. It works diligently with the producer, director, cast and crew to keep things on schedule and on budget. Unless you have one company that you prefer working with, shop around for a completion guarantor, as rates are competitive and often negotiable.

CLAIMS REPORTING PROCEDURES

If an accident, injury or theft occurs; if the director or a cast member becomes ill and unable to work; or if you have a scratched negative or damage to equipment, props, set dressing or any of your sets, report it to your risk manager or insurance broker as soon as possible. Back up each reported occurrence in writing by completing an appropriate claim form, noting such on the back of the daily production report for that particular day and/or by writing a letter to the insurance agency containing as much detail as possible – when the incident occurred (date of loss), where it occurred, how it happened, who was there at the time, etc. Report any major theft or accident to the police and attach a copy of the police report to your letter to the insurance agency. Even if you're not sure a loss would be covered, advise your insurance representative as to the possibility of a claim.

If a serious accident occurs, promptly record the names and phone numbers of witnesses (including staff, cast and crew members), so that an accurate description of the incident can be determined at a later date. Statements or reports should only be taken by authorized representatives of the production company, and in turn, should be submitted to your insurance representative.

When a claim occurs while a production is filming outside of the United States, a fluctuation in exchange rates can either be a deterrent or advantage. Claims can be covered at a predetermined exchange rate or at the exchange rate in effect at the time of the loss.

Submitting Claims

When an incident occurs resulting in an insurance claim, the accounting department should begin to tag each related invoice, indicating specific costs (or portions of costs) that were directly incurred as a result of the claim. When the claim is submitted, all related costs and overages should be presented budget-style, starting with a budget top sheet indicating the exact impact to each account. Copies of invoices should be coded and placed behind the top sheet in the correct order of accounts.

In addition to applicable police and doctor reports and copies of invoices, backup should also include call sheets; production reports; both original and revised schedules, day-out-of-days, cast lists, etc. – anything to substantiate the changes created by the claim. Depending on the claim, copies of cast and crew deal memos, time cards, travel movement lists, equipment rental agreements and/or location agreements may also be required. For complicated or ongoing claims, it's a good idea for the producer or production manager to either maintain a log of events pertaining to the claim on a day-to-day basis or to write memos to the file on a regular basis.

Begin each claim with a cover letter referencing the production, date of occurrence, claim number (if available), a description of the claim and a brief summary of the backup you're providing. (I suggest binding the backup with brads or in file folders secured with Acco™ fasteners.) Start processing insurance claims as soon as they occur. Submit the full claim to the insurance agency as soon as costs can be assessed and backup provided. Don't wait until the end of principal photography to start processing your claims.

Once a claim is reported to your insurance representative, it's then turned over to an insurance agency claims representative. When all of the information is in order, the claim is then submitted to the insurance company, who may or may not (depending on the claim) assign it to an independent insurance auditor. It's often advantageous for the production manager and production accountant to meet with the insurance auditor shortly after the incident occurs to better define the parameters of the claim and to know exactly what backup will be necessary.

For further information regarding any aspect of insurance, contact your insurance agent.

Assistance for this chapter was kindly provided by Marc J. Federman, Senior Vice President of CMM Entertainment, a subsidiary of C.M. Meiers Company, Inc., a Los Angeles–based insurance brokerage firm. Marc and I worked together many years ago; he's been my insurance guru ever since and has been helping me with this chapter since the book was first published in 1993.

FORMS IN THIS CHAPTER

- Sample Insurance Application
- Request for Certificate of Insurance

The following forms are printed by Accord™ and are standard insurance forms used in our industry. You can use these, your insurance broker can send you a supply of blank forms, or you can check with your broker to see if they're available as PDF files or online.

- Certificate of Insurance
- Property Loss Notice
- Automobile Loss Notice
- General Liability Notice of Occurrence/Claim.
- Workers' Compensation – First Report of Injury or Illness

The following four are worksheets that should be helpful when collecting information needed for the submission of claims:

- Insurance Claim Worksheet (Theft)
- Insurance Claim Worksheet (Damage)
- Insurance Claim Worksheet (Cast/Extra Expense/Faulty Stock)
- Insurance Claim Worksheet (Automobile Accident)

MOTION PICTURE/TELEVISION PRODUCTION APPLICATION

GENERAL INFORMATION

PLEASE COMPLETE ALL QUESTIONS AND PLEASE SEND BACK WITH A BUDGET, SCRIPT & SCENARIO/ONE LINER

- ✓ Production Entity:
- ✓ Address:
- ✓ Phone #: * Fax #:
- ✓ Indicate whether Corporation, Partnership or Individual:
- ✓ Production Office Address:
- ✓ Phone #: * Fax #:
- ✓ ADDRESS TO BE USED ON CERTIFICATE(s): Same as above
- ✓ TITLE OF PRODUCTION: Running Time:
- ✓ Type/Production: Feature () MOW ( ) Mini Series ( )
  Series ( ) Pilot/Special ( ) Other ( )
- ✓ **If you are Shooting Episodic TV:**
  - ✓ How many episodes will you be doing?
  - ✓ How many episodes will be shot each week?
  - ✓ What is the running time per episode?
  - ✓ How many episodes will be aired each week?
- ✓ Producer:
- ✓ Director: UPM:
- ✓ Coordinator: Prod. Accountant:
- ✓ Person to Contact for Audit: Phone #:
- ✓ Start Date of Pre-Production :
- ✓ Start Date of Principal Photography:
- ✓ # Days Principal Photography:
- ✓ Estimated Wrap Date:
- ✓ Est. Date of Protection Print:

(Continued)

MOTION PICTURE/TELEVISION PRODUCTION APPLICATION

- ✓ Locations:
- ✓ Days at Each Location:
- ✓ GROSS PRODUCTION COSTS: _____
  BELOW THE LINE COSTS: _____
  VEHICLE COST OF HIRE: _____
  Post Production: _____
  Story Costs: _____
  Contingency: _____
  Bond: _____
  Insurance: _____
  2nd Run: _____
  NET INSURABLE: _____
- ✓ Is this a Bonded picture?: _____
- ✓
- ✓ Will you being paying **ALL** Employees through a Payroll Service? If not, please advise (and will they be covering them for Workers Compensation both domestic & foreign).
- ✓ Any optional items to be insured (i.e.: story, interest, finance charges):
- ✓ Source of Financing:
- ✓ Any one of a kind/special type of equipment used?
  If so, provide details and values:
- ✓ Value of Equipment: Rented: Owned:
- ✓ Where is equipment kept when not in use?
- ✓ Any “one of a kind” Fine Arts/Jewelry/Antiques?
- ✓ Value of Props/Sets: Rented: Owned:
- ✓ Any Special sets Constructed?
  If so, provide details and values:
- ✓ Estimated time needed to reconstruct sets:
- ✓ Description of Location/Facilities used where values are in excess of $1Mil:
- ✓ What other location/facilities would be immediately available:
- ✓ Protection of Property:

(Continued)

MOTION PICTURE/TELEVISION PRODUCTION APPLICATION

- ✓ Inventory Control:
- ✓ Security:
- ✓ Names of Artists To Be Covered:
- ✓ Please advise if any artists have stop date provisions in their Contracts:
- ✓ Please advise if any artists will be ESSENTIAL ELEMENTS

(Continued)

MOTION PICTURE/TELEVISION PRODUCTION APPLICATION

COMPLETE STUNT & PYRO BREAKDOWNS MUST BE RECEIVED SO THAT WE MAY ADVISE INSURANCE COMPANY OF THE ACTIVITY SO THAT THEY CAN CLEAR THE STUNTS & PYRO FOR COVERAGE…ANY STUNTS OR PYRO NOT CLEARED BY THE INSURANCE COMPANY WILL NOT BE COVERED, EVEN IF THEY ARE INCLUDED IN THE 0RIGINAL SCRIPT.

- ✓ Stunts (Please use attached questionnaire for each stunt)
- ✓ Aircraft:
- ✓ Animals:
- ✓ Watercraft:
- ✓ Railroad:
- ✓ Pyrotechnics (Please use attached questionnaire for each stunt)
- ✓ Special Hazards (Please use attached questionnaire for any Special Hazards):
- ✓ Lab/Post Production:
- ✓ How is negative shipped?
- ✓ How often is negative shipped?
- ✓ How often are Dailies viewed?
- ✓ Any special effects/processing to negative?

REMINDER TO PLEASE INCLUDE THE FULL BUDGET/SCRIPT/ONE LINER/STUNT BREAKOUT INFORMATION/SPECIAL EFX BREAKOUT INFORMATION WITH THIS APPLICATION

(Continued)

MOTION PICTURE/TELEVISION PRODUCTION APPLICATION

STUNT/PYRO/HAZARDOUS ACTIVITY QUESTIONNAIRE

NAMED INSURED: _____

PRODUCTION: _____

IN ORDER TO PROPERLY EVALUATE THE HAZARDS INVOLVING STUNTS USED IN FILMING, PLEASE PROVIDE THE ADDITIONAL INFORMATION REQUESTED. ADDITIONAL INFORMATION MAY ALSO BE REQUIRED.

1. TYPE OF SCENES BEING FILMED:

2. TYPE OF STUNT

3. PROTECTIVE MEASURES USED TO PROTECT PARTICIPANTS

4. PROTECTIVE MEASURES USED TO PROJECT PUBLIC

5. NAME OF EMPLOYER OF RECORD OF PERSON(S) PERFORMING STUNTS

6. HOW MANY PEOPLE INVOLVED IN STUNT SCENES?

7. PLEASE ATTACH RESUME OF STUNT COORDINATORS, FX COORDINATORS, FIRE COORDINATORS AND SO FORTH AS PERTAINS TO YOUR PLANNED ACTIVITY.

(PLEASE USE SEPARATE PAPER IF NECESSARY OR IF DOING ON COMPUTER, ADD PAGES TO END OF THIS DOCUMENT)

_____

INSURED'S SIGNATURE/DATE

REQUEST FOR CERTIFICATE OF INSURANCE

Show _____

Requested by _____ Department _____

Phone# _____ Cell# _____

E-Mail Address _____ Fax# _____

Certificate of Insurance Issued For:

☐ Location/Premises/Facilities

Address of Location _____

_____

☐ Vehicle

Year, Make, Model _____

VIN# _____

☐ Props ☐ Wardrobe ☐ Misc. Equipment

Certificate Holder *(Vendor Information)*

Company _____

Address _____

_____

Contact Person _____

Phone# _____ Cell# _____

E-Mail Address _____ Fax# _____

☐ Additional Insured ☐ Loss Payee

Special Requirements/Limits _____

_____

_____

_____

_____

Distribution of Certificate: ☐ Fax ☐ E-Mail ☐ Mail ☐ Overnight

Other Instructions _____

_____

_____

Date Certificate Distributed _____

ACORD™ **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ _____ ☐ _____ GEN'L AGGREAGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				GENERAL AGGREGATE	$
						PRODUCTS – COMP/OP AGG	$
						PERSONAL & ADV INJURY	$
						EACH OCCURRENCE	$
						FIRE DAMAGE – ANY ONE FIRE	$
						MED EXP – ANY ONE PERSON	$
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULE AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY – EA ACCIDENT	$
						OTHER THAN EA ACC	$
						AUTO ONLY: AGG	$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE				EACH OCCURRENCE	$
						AGGREGATE	$
		☐ UMBRELLA FORM					$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				☐ WC STATU-TORY LIMIT ☐ OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE – EA EMPLOYEE	$
						E.L. DISEASE – POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED AND/OR LOSS PAYEE AS THEIR INTEREST MAY APPEAR, BUT ONLY AS RESPECTS THE OPERATIONS OF THE NAMED INSURED IN CONNECTION WITH THE PRODUCTION ENTITLED:

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE

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ACORD™ PROPERTY LOSS NOTICE

DATE

PRODUCER | PHONE (A/C, No, Ext):

CODE: | SUB CODE:

AGENCY CUSTOMER ID

MISCELLANEOUS INFO (Site & location code)

DATE OF LOSS AND TIME ☐ AM ☐ PM

PREVIOUSLY REPORTED ☐ YES ☐ NO

POLICY TYPE	COMPANY AND POLICY NUMBER	NAIC CODE	POLICY DATES
PROP/ HOME	CO:		EFF:
	POL:		EXP:
FLOOD	CO:		EFF:
	POL:		EXP:
WIND	CO:		EFF:
	POL:		EXP:

INSURED

NAME AND ADDRESS OF INSURED

DATE OF BIRTH

SOC SEC # OR FEIN:

RESIDENCE PHONE (A/C, No)

BUSINESS PHONE (A/C, No, Ext)

NAME AND ADDRESS OF SPOUSE (IF APPLICABLE)

DATE OF BIRTH

SOC SEC # OR FEIN:

CONTACT

☐ CONTACT INSURED

NAME AND ADDRESS OF INSURED

RESIDENCE PHONE (A/C, No)

BUSINESS PHONE (A/C, No, Ext)

WHERE TO CONTACT

WHEN TO CONTACT

LOSS

LOCATION OF LOSS

POLICE OR FIRE DEPT TO WHICH REPORTED

KIND OF LOSS ☐ FIRE ☐ LIGHTNING ☐ FLOOD ☐ OTHER (explain) ☐ THEFT ☐ HAIL ☐ WIND

PROBABLE AMOUNT ENTIRE LOSS

DESCRIPTION OF LOSS & DAMAGE (Use separate sheet, if necessary)

POLICY INFORMATION

MORTGAGEE

☐ NO MORTGAGEE

HOMEOWNER POLICIES SECTION 1 ONLY (Complete for coverages A, B, C, D & additional coverages. For Homeowners Section II Liability Losses, use ACORD 3.)

A. DWELLING	B. OTHER STRUCTURES	C. PERSONAL PROPERTY	D. LOSS OF USE	DEDUCTIBLES	DESCRIBE ADDITIONAL COVERAGES PROVIDED
					ON

☐ COVERAGE A. EXCLUDES WIND

SUBJECT TO FORMS (Insert form numbers and edition dates, special deductibles)

FIRE, ALLIED LINES & MULTI-PERIL POLICIES (Complete only those items involved in loss)

ITEM	SUBJECT OF INSURANCE	AMOUNT	% COINS	DEDUCTIBLE	COVERAGE AND/OR DESCRIPTION OF PROPERTY INSURED
	☐ BLDG ☐ CNTS				
	☐ BLDG ☐ CNTS				
	☐ BLDG ☐ CNTS				

SUBJECT TO FORMS (Insert form numbers and edition dates, special deductibles)

FLOOD POLICY	BUILDING:	DEDUCTIBLE:	ZONE	☐ PRE FIRM ☐ POST FIRM	DIFF IN ELEV	FORM TYPE	☐ GENERAL ☐ DWELLING	☐ CONDO		
	CONTENTS:	DEDUCTIBLE:								
WIND POLICY	BUILDING	DEDUCTIBLE	CONTENTS	ZONE	FORM TYPE	☐ GENERAL ☐ DWELLING	☐ CONDO			

REMARKS/OTHER INSURANCE (List companies, policy numbers, coverages & policy amounts)/NY ONLY: PREVIOUS ADDRESS OF INSURED & WIFE'S MAIDEN NAME

CAT #	FICO #	ADJUSTER ASSIGNED	ADJUSTER #	DATE ASSIGNED

REPORTED BY	REPORTED TO	SIGNATURE OF INSURED	SIGNATURE OF PRODUCER

ACORD 1 (2001/02) NOTE: IMPORTANT STATE INFORMATION ON REVERSE SIDE © ACORD CORPORATION 1988

(Continued)

Applicable in Arizona

For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Applicable in Arkansas, District of Columbia, Kentucky, Louisiana, Maine, Michigan, New Jersey, New Mexico, New York, Pennsylvania and Virginia

Any person who knowingly and with intent to defraud any insurance company or another person, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and [NY: substantial] civil penalties. In ME, D.C., LA, and VA, insurance benefits may also be denied.

Applicable in California

Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

Applicable in Colorado

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in Florida and Idaho

Any person who Knowingly and with the intent to injure, Defraud, or Deceive any Insurance Company Files a Statement of Claim Containing any False, Incomplete or Misleading information is Guilty of a Felony.*

* In Florida - Third Degree Felony

Applicable in Hawaii

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

Applicable in Indiana

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

Applicable in Minnesota

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

Applicable in Nevada

Pursuant to NRS 686A.291, any person who knowingly and willfully files a statement of claim that contains any false, incomplete or misleading information concerning a material fact is guilty of a felony.

Applicable in New Hampshire

Any person who, with purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

Applicable in Ohio

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Applicable in Oklahoma

WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

(Continued)

ACORD

AUTOMOBILE LOSS NOTICE

DATE (MM/DD/YYYY)

AGENCY	PHONE (A/C, No, Ext):	COMPANY	NAIC CODE:	MISCELLANEOUS INFO (Site & location code)

POLICY NUMBER	POLICY TYPE	REFERENCE NUMBER	CAT #

FAX (A/C, No):					
E-MAIL ADDRESS:					
CODE:	SUB CODE:	EFFECTIVE DATE	EXPIRATION DATE	DATE OF ACCIDENT AND TIME	PREVIOUSLY REPORTED
AGENCY CUSTOMER ID:				AM / PM	YES / NO

INSURED

NAME AND ADDRESS	SOC SEC # OR FEIN:

RESIDENCE PHONE (A/C, No):	BUSINESS PHONE (A/C, No, Ext):
CELL PHONE (A/C, No):	E-MAIL ADDRESS:

CONTACT

☐ CONTACT INSURED

NAME AND ADDRESS	WHEN TO CONTACT:
	WHERE TO CONTACT

RESIDENCE PHONE (A/C, No):	BUSINESS PHONE (A/C, No, Ext):
CELL PHONE (A/C, No):	E-MAIL ADDRESS:

LOSS

LOCATION OF ACCIDENT (Include city & state)	AUTHORITY CONTACTED:	VIOLATIONS/CITATIONS
	REPORT #:	

DESCRIPTION OF ACCIDENT (Use separate sheet, if necessary)

POLICY INFORMATION

BODILY INJURY (Per Person)	BODILY INJURY (Per Accident)	PROPERTY DAMAGE	SINGLE LIMIT	MEDICAL PAYMENT	OTC DEDUCTIBLE	OTHER COVERAGE & DEDUCTIBLES (UM, no-fault, towing, etc)

LOSS PAYEE	COLLISION DED

UMBRELLA/ EXCESS	☐ UMBRELLA	☐ EXCESS	CARRIER:	LIMITS:	AGGR	PER CLAIM/OCC	SIR/ DED

INSURED VEHICLE

VEH #	YEAR	MAKE:	BODY TYPE:	PLATE NUMBER	STATE
		MODEL:	V.I.N.:		

OWNER'S NAME & ADDRESS	RESIDENCE PHONE (A/C, No):
	BUSINESS PHONE (A/C, No, Ext):
DRIVER'S NAME & ADDRESS ☐ (Check if same as owner)	RESIDENCE PHONE (A/C, No):
	BUSINESS PHONE (A/C, No, Ext):

RELATION TO INSURED (Employee, family, etc.)	DATE OF BIRTH	DRIVER'S LICENSE NUMBER	STATE	PURPOSE OF USE	USED WITH PERMISSION?
					☐ YES ☐ NO

DESCRIBE DAMAGE	ESTIMATE AMOUNT	WHERE CAN VEHICLE BE SEEN?	WHEN CAN VEH BE SEEN?	OTHER INSURANCE ON VEHICLE

PROPERTY DAMAGED VEHICLE? ☐ YES ☐ NO

DESCRIBE PROPERTY (If auto, year, make, model, plate #)	OTHER VEH/PROP INS? ☐ YES ☐ NO	COMPANY OR AGENCY NAME:
		POLICY #:

OWNER'S NAME & ADDRESS	RESIDENCE PHONE (A/C, No):
	BUSINESS PHONE (A/C, No, Ext):
OTHER DRIVER'S NAME & ADDRESS ☐ (Check if same as owner)	RESIDENCE PHONE (A/C, No):
	BUSINESS PHONE (A/C, No, Ext):

DESCRIBE DAMAGE	ESTIMATE AMOUNT	WHERE CAN DAMAGE BE SEEN?

INJURED

NAME & ADDRESS	PHONE (A/C, No)	PED	INS VEH	OTH VEH	AGE	EXTENT OF INJURY

WITNESSES OR PASSENGERS

NAME & ADDRESS	PHONE (A/C, No)	INS VEH	OTH VEH	OTHER (Specify)

REMARKS (Include adjuster assigned)

REPORTED BY	REPORTED TO	SIGNATURE OF INSURED	SIGNATURE OF PRODUCER

ACORD 2 (2006/02) NOTE: IMPORTANT STATE INFORMATION ON REVERSE SIDE © ACORD CORPORATION 1988-2006

(Continued)

Applicable in Arizona

For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Applicable in Arkansas, Delaware, District of Columbia, Kentucky, Louisiana, Maine, Michigan, New Jersey, New Mexico, North Dakota, Pennsylvania, South Dakota, Tennessee, Texas, Virginia and West Virginia

Any person who knowingly and with intent to defraud any insurance company or another person, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and [NY: substantial] civil penalties. In DC, LA, ME, TN and VA, insurance benefits may also be denied.

Applicable in California

For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Applicable in Colorado

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in Florida and Idaho

Any person who knowingly and with the intent to injure, Defraud, or Deceive any Insurance Company Files a Statement of Claim Containing any False, Incomplete or Misleading information is Guilty of a Felony.*

* In Florida - Third Degree Felony

Applicable in Hawaii

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

Applicable in Indiana

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

Applicable in Minnesota

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

Applicable in Nevada

Pursuant to NRS 686A.291, any person who knowingly and willfully files a statement of claim that contains any false, incomplete or misleading information concerning a material fact is guilty of a felony.

Applicable in New Hampshire

Any person who, with purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

Applicable in New York

Any person who knowingly and with intent to defraud any insurance company or other person files an application for commercial insurance or a statement of claim for any commercial or personal insurance benefits containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who in connection with such application or claim knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the Department of Motor Vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.

Applicable in Ohio

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Applicable in Oklahoma

WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

ACORD 2 (2006/02)

ACORD

GENERAL LIABILITY NOTICE OF OCCURRENCE/CLAIM

DATE (MM/DD/YYYY)

AGENCY	PHONE (A/C, No, Ext):	☐ NOTICE OF OCCURRENCE ☐ NOTICE OF CLAIM	DATE OF OCCURRENCE AND TIME ☐ AM ☐ PM	DATE OF CLAIM	PREVIOUSLY REPORTED ☐ YES ☐ NO
		EFFECTIVE DATE	EXPIRATION DATE	POLICY TYPE ☐ OCCURRENCE ☐ CLAIMS MADE	RETROACTIVE DATE
FAX (A/C, No):		COMPANY	NAIC CODE:	MISCELLANEOUS INFO (Site & location code)	
E-MAIL ADDRESS:					
CODE:	SUB CODE:	POLICY NUMBER		REFERENCE NUMBER	
AGENCY CUSTOMER ID:					

INSURED

NAME AND ADDRESS	SOC SEC # OR FEIN:
RESIDENCE PHONE (A/C, No)	BUSINESS PHONE (A/C, No, Ext)
CELL PHONE (A/C, No)	E-MAIL ADDRESS

CONTACT

☐ CONTACT INSURED

NAME AND ADDRESS		WHERE TO CONTACT
		WHEN TO CONTACT
RESIDENCE PHONE (A/C, No)	BUSINESS PHONE (A/C, No, Ext)	
CELL PHONE (A/C, No)	E-MAIL ADDRESS	

OCCURRENCE

LOCATION OF OCCURRENCE (Include city & state)	AUTHORITY CONTACTED
DESCRIPTION OF OCCURRENCE (Use separate sheet, if necessary)	

POLICY INFORMATION

COVERAGE PART OR FORMS (Insert form #s and edition dates)

GENERAL AGGREGATE	PROD/COMP OP AGG	PERS & ADV INJ	EACH OCCURRENCE	FIRE DAMAGE	MEDICAL EXPENSE	DEDUCTIBLE ☐ PD ☐ BI

UMBRELLA/ EXCESS	☐ UMBRELLA	☐ EXCESS	CARRIER:	LIMITS:	AGGR	PER CLAIM/OCC	SIR/ DED

TYPE OF LIABILITY

PREMISES: INSURED IS ☐ OWNER ☐ TENANT ☐ OTHER:	TYPE OF PREMISES
OWNER'S NAME & ADDRESS (If not insured)	OWNERS PHONE (A/C, No, Ext):
PRODUCTS: INSURED IS ☐ MANUFACTURER ☐ VENDOR ☐ OTHER:	TYPE OF PRODUCT
MANUFACTURER'S NAME & ADDRESS (If not insured)	MANUFACT PHONE (A/C, No, Ext):

WHERE CAN PRODUCT BE SEEN?

OTHER LIABILITY IN-CLUDING COMPLETED OPERATIONS (Explain)

INJURED/PROPERTY DAMAGED

NAME & ADDRESS (Injured/Owner)			PHONE (A/C, No, Ext)
AGE / SEX	OCCUPATION	EMPLOYER'S NAME & ADDRESS	PHONE (A/C, No, Ext)

DESCRIBE INJURY ☐ FATALITY	WHERE TAKEN	WHAT WAS INJURED DOING?

DESCRIBE PROPERTY (Type, model, etc.)	ESTIMATE AMOUNT	WHERE CAN PROPERTY BE SEEN?	WHEN CAN PROPERTY BE SEEN?

WITNESSES

NAME & ADDRESS	BUSINESS PHONE (A/C, No, Ext)	RESIDENCE PHONE (A/C, No)

REMARKS

REPORTED BY	REPORTED TO	SIGNATURE OF INSURED	SIGNATURE OF PRODUCER

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(Continued)

ACORD™ WORKERS COMPENSATION - FIRST REPORT OF INJURY OR ILLNESS

EMPLOYER (NAME & ADDRESS INCL ZIP)

CARRIER/ADMINISTRATOR CLAIM NUMBER | REPORT PURPOSE CODE

JURISDICTION | JURISDICTION CLAIM NUMBER

INSURED REPORT NUMBER

SIC CODE | EMPLOYER FEIN

EMPLOYER'S LOCATION ADDRESS (IF DIFFERENT) | LOCATION #: | PHONE #

CARRIER/CLAIMS ADMINISTRATOR

CARRIER (NAME, ADDRESS & PHONE NO)

POLICY PERIOD TO

CHECK IF APPROPRIATE
- [ ] SELF INSURANCE

CLAIMS ADMINISTRATOR (NAME, ADDRESS & PHONE NO)

CARRIER FEIN | POLICY/SELF-INSURED NUMBER | ADMINISTRATOR FEIN

AGENT NAME & CODE NUMBER

EMPLOYEE/WAGE

NAME (LAST, FIRST, MIDDLE) | DATE OF BIRTH | SOCIAL SECURITY NUMBER | DATE HIRED | STATE OF HIRE

ADDRESS (INCL ZIP)

SEX
- [ ] MALE
- [ ] FEMALE
- [ ] UNKNOWN

MARITAL STATUS
- [ ] UNMARRIED SINGLE/DIVORCED
- [ ] MARRIED
- [ ] SEPARATED
- [ ] UNKNOWN

OCCUPATION/JOB TITLE

EMPLOYMENT STATUS

PHONE | # OF DEPENDENTS | NCCI CLASS CODE

RATE PER:
- [ ] DAY
- [ ] WEEK
- [ ] MONTH
- [ ] OTHER:

DAYS WORKED/WEEK

FULL PAY FOR DAY OF INJURY? [ ] YES [ ] NO

DID SALARY CONTINUE? [ ] YES [ ] NO

OCCURRENCE/TREATMENT

TIME EMPLOYEE BEGAN WORK [ ] AM [ ] PM | DATE OF INJURY/ILLNESS | TIME OF OCCURRENCE [ ] AM [ ] PM | LAST WORK DATE | DATE EMPLOYER NOTIFIED | DATE DISABILITY BEGAN

CONTACT NAME/PHONE NUMBER

TYPE OF INJURY/ILLNESS

PART OF BODY AFFECTED

DID INJURY/ILLNESS EXPOSURE OCCUR ON EMPLOYER'S PREMISES? [ ] YES [ ] NO

TYPE OF INJURY/ILLNESS CODE

PART OF BODY AFFECTED CODE

DEPARTMENT OR LOCATION WHERE ACCIDENT OR ILLNESS EXPOSURE OCCURRED

ALL EQUIPMENT, MATERIALS, OR CHEMICALS EMPLOYEE WAS USING WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED

SPECIFIC ACTIVITY THE EMPLOYEE WAS ENGAGED IN WHEN THE ACCIDENT OR ILLNESS EXPOSURE OCCURRED

WORK PROCESS THE EMPLOYEE WAS ENGAGED IN WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED

HOW INJURY OR ILLNESS/ABNORMAL HEALTH CONDITION OCCURRED. DESCRIBE THE SEQUENCE OF EVENTS AND INCLUDE ANY OBJECTS OR SUBSTANCES THAT DIRECTLY INJURED THE EMPLOYEE OR MADE THE EMPLOYEE ILL

CAUSE OF INJURY CODE

DATE RETURN(ED) TO WORK | IF FATAL, GIVE DATE OF DEATH

WERE SAFEGUARDS OR SAFETY EQUIPMENT PROVIDED? [ ] YES [ ] NO

WERE THEY USED? [ ] YES [ ] NO

PHYSICIAN/HEALTH CARE PROVIDER (NAME & ADDRESS)

HOSPITAL (NAME & ADDRESS)

INITIAL TREATMENT
- [ ] NO MEDICAL TREATMENT
- [ ] MINOR: BY EMPLOYER
- [ ] MINOR CLINIC/HOSP
- [ ] EMERGENCY CARE
- [ ] HOSPITALIZED > 24 HRS
- [ ] FUTURE MAJOR MEDICAL/ LOST TIME ANTICIPATED

WITNESSES (NAME & PHONE #)

DATE ADMINISTRATOR NOTIFIED | DATE PREPARED | PREPARER'S NAME & TITLE | PHONE NUMBER

ACORD 4 (7/97) SEE BACK FOR IMPORTANT STATE INFORMATION/SIGNATURE ©ACORD CORPORATION 1993

(Continued)

Applicable in Alaska

A person who wilfully makes a false or misleading statement or representation for the purpose of obtaining or denying a benefit or payment is guilty of theft by deception.

Applicable in Arizona

For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Applicable in Arkansas

Any person or entity who willfully and knowingly makes any material false statement or representation for the purpose of obtaining any benefit or payment, or for the purpose of defeating or wrongfully decreasing any claim for benefit or payment or obtaining or avoiding workers' compensation coverage or avoiding payment of the proper insurance premium (or who aids and abets for either said purpose), under this chapter shall be guilty of a Class D. felony.

Applicable in California

Any person who knowingly files a statement of claim containing any materially false or misleading information is subject to criminal and civil penalties.

Applicable in Colorado

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in Connecticut

This form must be completed in its entirety. Any person who intentionally misrepresents or intentionally fails to disclose any material fact related to a claimed injury may be guilty of a felony.

Applicable in Delaware and Oklahoma

Any person who knowingly and with intent to injure, defraud, or deceive any Insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony. The lack of such a statement shall not constitute a defense against prosecution under this section. *Delaware Statutes Regulations: Del #C Section 913(B)

Applicable in Florida

Any person who, knowingly and with intent to injure, defraud or deceive any employer or employee, insurance company or self-insured program, files any statement of claim containing any false or misleading information is guilty of a felony of

Applicable in Idaho

Any person who Knowingly and with the intent to injure, Defraud, or Deceive any Insurance Company Files a Statement of Claim Containing any False, Incomplete or Misleading information is Guilty of a Felony.

Applicable in Indiana

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

Applicable in Kentucky, Michigan, New Jersey, New York and Pennsylvania

Any person who knowingly and with intent to defraud any insurance company or another person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects the person to criminal and [NY: substantial] civil penalties.

Applicable in Minnesota

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

Applicable in Nevada

Pursuant to NRS 686A.291, any person who knowingly and willfully files a statement of claim that contains any false, incomplete or misleading information concerning a material fact is guilty of a felony.

Applicable in New Hampshire

Any person who, with purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

Applicable in Ohio

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Applicable in Tennessee

It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.

Applicable in Utah

Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.

EMPLOYEE SIGNATURE: _____

ACORD 4 (7/97)

(Continued)

EMPLOYER'S INSTRUCTIONS

DO NOT ENTER DATA IN SHADED FIELDS

DATES:

Enter all dates in MM/DD/YY format.

SIC CODE:

This is the code which represents the nature of the employer's business which is contained in the Standard Industrial Classification Manual published by the Federal Office of Management and Budget.

CARRIER:

The licensed business entity issuing a contract of insurance and assuming financial responsibility on behalf of the employer of the claimant.

CLAIMS ADMINISTRATOR:

Enter the name of the carrier, third party administrator, state fund, or self-insured responsible for administering the claim.

AGENT NAME & CODE NUMBER:

Enter the name of your insurance agent and his/her code number if known. This information can be found on your insurance policy.

OCCUPATION/JOB TITLE:

This is the primary occupation of the claimant at the time of the accident or exposure.

EMPLOYMENT STATUS:

Indicate the employee's work status. The valid choices are:

Full-Time	On Strike	Unknown	Volunteer
Part-Time	Disabled	Apprenticeship Full-Time	Seasonal
Not Employed	Retired	Apprenticeship Part-Time	Piece Worker

DATE DISABILITY BEGAN:

The first day on which the claimant originally lost time from work due to the occupation injury or disease or as otherwise deigned by statute.

CONTACT NAME/PHONE NUMBER:

Enter the name of the individual at the employer's premises to be contacted for additional information.

TYPE OF INJURY/ILLNESS:

Briefly describe the nature of the injury or illness, (eg. Lacerations to the forearm).

PART OF BODY AFFECTED:

Indicate the part of body affected by the injury/illness, (eg. Right forearm, lower back).

DEPARTMENT OR LOCATION WHERE ACCIDENT OR ILLNESS EXPOSURE OCCURRED:

(eg. Maintenance Department or Client's office at 452 Monroe St., Washington, DC 26210)

If the accident or illness exposure did not occur on the employer's premises, enter address or location. Be specific.

ACORD 4 (7/97)

ALL EQUIPMENT, MATERIAL OR CHEMICALS EMPLOYEE WAS USING WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED:

(eg. Acetylene cutting torch, metal plate)

List all of the equipment, materials, and/or chemicals the employee was using, applying, handling or operating when the injury or illness occurred. Be specific, for example: decorator's scaffolding, electric sander, paintbrush, and paint.

Enter "NA" for not applicable if no equipment, materials, or chemicals were being used. NOTE: The items listed do not have to be directly involved in the employee's injury or illness.

SPECIFIC ACTIVITY THE EMPLOYEE WAS ENGAGED IN WHEN THE ACCIDENT OR ILLNESS EXPOSURE OCCURRED:

(eg. Cutting metal plate for flooring)

Describe the specific activity the employee was engaged in when the accident or illness exposure occurred, such as sanding ceiling woodwork in preparation for painting.

WORK PROCESS THE EMPLOYEE WAS ENGAGED IN WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED:

Describe the work process the employee was engaged in when the accident or illness exposure occurred, such as building maintenance. Enter "NA" for not applicable if employee was not engaged in a work process (eg. walking along a hallway).

HOW INJURY OR ILLNESS/ABNORMAL HEALTH CONDITION OCCURRED. DESCRIBE THE SEQUENCE OF EVENTS AND INCLUDE ANY OBJECTS OR SUBSTANCES THAT DIRECTLY INJURED THE EMPLOYEE OR MADE THE EMPLOYEE ILL:

(Worker stepped back to inspect work and slipped on some scrap metal. As worker fell, worker brushed against the hot metal.)

Describe how the injury or illness/abnormal health condition occurred. Include the sequence of events and name any objects or substance that directly injured the employee or made the employee ill. For example: Worker stepped to the edge of the scaffolding to inspect work, lost balance and fell six feet to the floor. The worker's right wrist was broken in the fall.

DATE RETURN(ED) TO WORK:

Enter the date following the most recent disability period on which the employee returned to work.

ACORD 4 (7/97)

INSURANCE CLAIM WORKSHEET

(THEFT)

STOLEN ☐ EQUIPMENT
☐ WARDROBE
☐ PROPS
☐ SET DRESSING
☐ VEHICLE

PRODUCTION _____

DATE ITEM(S) WERE DISCOVERED MISSING _____

DESCRIPTION OF ITEM(S) STOLEN (Include I.D.#'s If Available) _____
_____
_____
_____
_____
_____

DEPARTMENT USED BY _____
PERSON USED BY _____

WHERE WERE ITEM(S) LAST SEEN _____

WHO DISCOVERED ITEM(S) MISSING _____

ITEM(S) ☐ PURCHASED FOR SHOW—PURCHASE PRICE $ _____
☐ RENTED FOR SHOW
RENTED FROM _____
ADDRESS _____
_____
PHONE# _____
CONTACT _____

VALUE $ _____
RENTAL PRICE $ _____ PER ☐ DAY
☐ WEEK
☐ MONTH

☐ POLICE REPORT ATTACHED
☐ OTHER ATTACHMENTS _____
_____

SUBMITTED TO INSURANCE AGENCY ON _____
ATTENTION _____
CLAIM # _____
INSURANCE COMPANY CLAIMS REP. _____

INSUR. CLAIM WORKSHEET COMPLETED BY _____
DATE _____ TITLE _____

AMOUNT CREDITED TO AGGREGATE DEDUCTIBLE $ _____ DATE _____
REIMBURSEMENT CHECK PAID TO _____
AMOUNT $ _____ DATE _____

© ELH Form #01

INSURANCE CLAIM WORKSHEET

DAMAGE TO
- ☐ EQUIPMENT
- ☐ WARDROBE
- ☐ PROPS
- ☐ SET DRESSING
- ☐ LOCATION/PROPERTY

PRODUCTION _____

DATE OF OCCURRENCE _____ TIME _____

WHAT WAS DAMAGED _____

_____

_____

LOCATION OF OCCURRENCE _____

_____

HOW DID DAMAGE OCCUR _____

_____

_____

_____

_____

WITNESS _____ POSITION _____
PHONE# _____

DAMAGED ITEM(S)
- ☐ PURCHASED FOR SHOW—PURCHASE PRICE $ _____
- ☐ RENTED FROM/OWNER _____
  - ADDRESS _____
  - _____
  - PHONE # _____
  - CONTACT _____

RENTAL PRICE $ _____ PER
- ☐ DAY
- ☐ WEEK
- ☐ MONTH

VALUE OF DAMAGED ITEM(S) $ _____
ESTIMATE TO REPAIR $ _____
☐ ATTACHMENTS _____

_____

SUBMITTED TO INSURANCE AGENCY ON _____
ATTENTION _____
CLAIM # _____
INSURANCE COMPANY CLAIMS REP. _____

INSURANCE CLAIM WORKSHEET COMPLETED BY _____
DATE _____ TITLE _____

AMOUNT CREDITED TO AGGREGATE DEDUCTIBLE $ _____ DATE _____
REIMBURSEMENT CHECK PAID TO _____
AMOUNT $ _____ DATE _____

© ELH Form #02

INSURANCE CLAIM WORKSHEET

☑ CAST
☐ EXTRA EXPENSE
☐ FAULTY STOCK

PRODUCTION HERBY'S SUMMER VACATION

DATE OF OCCURRENCE JULY 2, 19XX TIME 5:00 P.M.

DESCRIPTION OF INCIDENT DIRECTORS CHAIR COLLAPSED WHILE ACTRESS WAS SITTING ON IT BETWEEN TAKES. SHE INJURED HER RIGHT LEG AND SPRAINED HER BACK.

IF CAST CLAIM, WHICH ARTIST SCARLET STARLET

WAS A DOCTOR CALLED IN ☑ YES ☐ NO

NAME OF DOCTOR A. PAINE, M.D.
ADDRESS 3327 S. INJECTION BLVD.
LOS ANGELES 90000
PHONE # (310) 555-1177

COULD COMPANY SHOOT AROUND INCIDENT ☐ YES ☑ NO
IF YES, FOR HOW LONG

HOW MUCH DOWN TIME WAS INCURRED DUE TO THIS INCIDENT 1 DAY

AVERAGE DAILY COST $ 50,000—

BACKUP TO CLAIM TO INCLUDE
- COPY OF DAILY PRODUCTION REPORT
- COPY OF DOCTOR'S REPORT
- BACK-UP TO COSTS INCURRED DUE TO DOWN TIME

SUBMITTED TO INSURANCE AGENCY ON JULY 12, 19XX
ATTENTION SUSIE
CLAIM # 005329
INSURANCE COMPANY CLAIMS REP. CURTIS CLAIMS
INSURANCE AUDITOR LAWRENCE LIABILITY

INSURANCE CLAIM WORKSHEET COMPLETED BY CONNIE COORDINATES
DATE 7·11·XX TITLE PRODUCTION COORDINATOR

AMOUNT CREDITED TO DEDUCTIBLE $ 0 DATE
REIMBURSEMENT CHECK PAID TO XYZ PRODUCTIONS, INC.
AMOUNT $ 65,000— DATE 8·15·XX

© ELH

INSURANCE CLAIM WORKSHEET

AUTOMOBILE ACCIDENT

PRODUCTION HERBY'S SUMMER VACATION

DATE OF OCCURRENCE JUNE 25, 19XX TIME 9:23 A.M.

LOCATION OF OCCURRENCE CORNER OF 4TH STREET & MAPLE DRIVE
STUDIO VILLAGE

HOW DID ACCIDENT OCCUR DRIVER SHUTTLING CAST & CREW TO SET FROM PARKING AREA RAN INTO A CAR IN FRONT OF HIM WHEN OTHER CAR STOPPED SHORT APPROACHING THE INTERSECTION.

INSURED VEHICLE (Year, Make, Model) 1996 FORD AEROSTAR
VEHICLE I.D. # 1234567X2L7HNZ LIC. PLATE # XXX 2321
OWNER OF VEHICLE TINSELTOWN FORD
ADDRESS 7503 CLUTCH DRIVE · BURBANK, CA 91503
PHONE # (818) 555-3327 CONTACT BUDDY

DRIVER TERRY TEAMSTER
POSITION TRANSPORTATION CAPTAIN
DRIVER'S LIC. # S0030376 USED W/PERMISSION ☑ YES ☐ NO
ADDRESS 523 N. BROADWAY, APT. #137
GLENDALE, CA 91204
PHONE # (818) 555-0216

WHERE CAN CAR BE SEEN TINSELTOWN FORD
WHEN BETWEEN 9:00 a.m. & 6:00 p.m.

DAMAGE TO CAR DENTED FRONT FENDER, BUMPER, GRILL & HOOD
FRONT END OUT OF ALIGNMENT
DAMAGED RADIATOR
ESTIMATE(S) TO REPAIR $ 2,900- $ 3,300-

DAMAGE TO OTHER VEHICLE (Year, Make, Model) 1993 DODGE RAM PICK-UP
LIC. PLATE # 2376573
DRIVER OF OTHER VEHICLE DENNIS DRIVER
ADDRESS 7326 N. HILLTOP RD.
LOS ANGELES, CA 90000
PHONE(S) # (213) 555-7676 #

WHERE CAN CAR BE SEEN AT MR. DRIVER'S HOME
WHEN EVENINGS BETWEEN 6 p.m. & 8 p.m.

DAMAGE TO CAR DENTED REAR BUMPER & TAILGATE
BROKEN TRAILER HITCH
ESTIMATE(S) TO REPAIR $ 1,500- $ 1,750-

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INSURANCE CLAIM WORKSHEET—AUTOMOBILE ACCIDENT
PAGE #2

INJURED NO INJURIES
ADDRESS
PHONE #
EXTENT OF INJURY

WITNESS(ES) F. STOPP (DIRECTOR OF PHOTOGRAPHY) PATRICK PEDESTRIAN
ADDRESS 3276 BEL AIR CIRCLE 603 N. LUMBERJACK WAY
BEL AIR, CA 90002 PASADENA, CA 91332
PHONE # (310) 555-1727 (818) 555-1017

☑ POLICE REPORT ATTACHED
☑ OTHER ATTACHMENTS ESTIMATES TO REPAIR VEHICLES

SUBMITTED TO INSURANCE AGENCY ON 6·30·XX
ATTENTION SUSIE
CLAIM # 005330
INSURANCE COMPANY CLAIMS REP. CURTIS CLAIMS

INSURANCE CLAIM WORKSHEET COMPLETED BY ALEX AUTOS
DATE 6·28·XX TITLE TRANSPORTATION COORDINATOR

INSURANCE ADJUSTER TO SEE INSURED VEHICLE ON 7·7·XX
TO SEE OTHER VEHICLE ON 7·8·XX

AMOUNT CREDITED TO DEDUCTIBLE $ 4,100 — DATE 7·12·XX
REIMBURSEMENT CHECK PAID TO
AMOUNT $ DATE
TO
AMOUNT $ DATE

NOTES:

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Chapter 8

During the Shoot

THE PREP CONTINUES

Prep doesn't stop when the filming begins. As long as there's shooting to be done and changes that occur, there are preparations to be made (and remade). Although the production office is the center of all pre-production activities, during the shoot, all focus is on the set, and everything revolves around meeting the needs of the shooting company. Once principal photography begins, the goal of the line producer, the UPM, the assistant directors, the production coordinator and the rest of the production staff is to keep one step ahead of everyone else by making sure that sets are ready on time, special elements (i.e., equipment, prosthetics, picture cars, animals and the like) are there when needed, filming progresses as smoothly as possible, unexpected problems are resolved quickly, the director and DP are getting the footage they envisioned, the studio is happy and kept well informed, the set remains harmonious and the show is running on schedule and on budget. Be aware, however, that as hard as we try, there are times when everything doesn't fall into place as it should. In fact, sometimes unexpected circumstances are more the norm than not. But that never stops us from striving to stay on budget, on schedule and achieve the best results possible.

THE SET

Deciding what to shoot each day starts with what's reflected in the shooting schedule. Adjustments are made to accommodate changing weather conditions, working with minors and animals, the availability of certain locations or pieces of special equipment or the possibility that the show is running behind or ahead of schedule. Once the first assistant director, director and line producer agree with what's to constitute a day's work, it's reflected onto a call sheet and distributed the evening before.

Other factors that affect call times would include sunrise and sunset hours when shooting exteriors. Daytime shoots can't begin until the sky is light enough, and it can't continue once it gets too dark out (and the reverse would be true when shooting night-for-night). Those restrictions don't exist when shooting interiors, but once inside, it's not unusual for call times to be continually adjusted throughout the course of a week. This happens when a shoot day runs longer than anticipated, and the call time for the next day is pushed (made later) to accommodate requisite turnaround times. As the week progresses, call times are often pushed later and later, so what started out as a 7 a.m. call time on Monday may very well be a 10 or 11 a.m. call by Friday. And although Friday may be a very late night indeed, because of the weekend ahead, the call time can be an early one again on Monday morning.

Exterior shoot days are sometimes scheduled to accommodate both day and night scenes, and those would require mid-day call times. And based on the script, often these split days gradually morph into full night shoots.

Actors and stunt performers are given work calls to accommodate the time it takes them to get through wardrobe, hair and makeup and crew members are likewise given call times to accommodate the amount of prep time they need. More time is always needed when shooting in a new location. Less setup time is required when returning to a long-standing set on a sound stage or other interior location. When shooting on a distant location, drive-time to and from the set is also factored into the work day.

Each day is different. Sometimes a succession of scenes is completed, sometimes just portions of one scene. Much will depend on what type of show it is, the schedule and budget and also how complicated any particular scene is. A one-page scene of two people sitting at a table talking is going to take a lot less time to shoot than a one-page scene full of car crashes, stunts and explosions. One complicated scene (such as one on a battlefield) could take several days to accomplish (as well as multiple cameras and second units). Much will also depend on the amount of coverage any one scene is given. Low-budget films and TV shows with inflexible schedules and budgets don't have as much latitude when it comes to creative lighting and camera moves.

Let's just say you have a scene where several people are sitting around a table talking and having dinner. Coverage would normally begin with a master shot, often achieved with a wide angle lens to encompass everyone who's in the scene. Subsequent coverage might include two-shots, close-ups, over-the-shoulder shots and high- or

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low-angle shots. If the table were outside on a rooftop, the director might want an aerial shot (captured via helicopter). The more coverage the director is able to get, the more footage the editor has to work with. Every time the camera is moved, however, another set-up is created, and lights, equipment and sometimes flats (walls) must be moved to accommodate the shot. If the entire scene is played out in the master, then each subsequent setup represents a portion of that scene, sometimes requiring many takes until the director is ready to move on. Multiple setups and takes equate to a lot of waiting around, and those new to working on a set are always surprised at how slowly things move (especially on features).

The same basic sequence of events occur over and over again throughout the day. They are:

1. Rehearse: the director works with the actors as they go over their lines and get a sense of the scene.
2. Block: decisions are made as to where the actors will be standing, how the scene will be lit and where the camera(s) will be placed. Once finalized, the principal actors are dismissed (to deal with wardrobe, hair, make-up, prosthetic fittings, etc. or to just relax and go over their lines in their dressing rooms). At this point, the stand-ins are brought in for the purpose of lighting.
3. Light: the DP and gaffer are now in charge of lighting the set as per the director's wishes.
4. Shoot: once the set is lit, the stand-ins are dismissed and the principal actors are brought back in to shoot. (It's the second assistant director's responsibility to make sure the actors are ready once the set is ready for them.)

COMMUNICATIONS

During every shoot, in addition to those working on the set and in the office, there are usually construction, set dressing and rigging crews prepping subsequent and/or wrapping previous sets. The company is spread out, and everyone not on the set wants to know what's happening on the set. The burning question of the day is "How are they doing?" Are they on schedule, and will they finish the day on time? Was the stunt successful? Was the explosion big enough? Was the weather clear enough to make the helicopter shot? Decisions are made, schedules juggled, locations changed, scenes added or deleted – all based on the status of the filming activities occurring at any given time. Needless to say, good and constant communications between the set, the office and those prepping the next scheduled location site and/or set is vital, especially when there's a problem, delay or injury. Whether it's using a dedicated land line or cell phone or sending a text message, there should always be a way for the office to reach the set, and for the set to reach the office. The UPM, key second assistant director and the second second AD should all have cell phones.

Second assistant directors are required to regularly report in at certain times: the first shot of the day, when the company breaks for lunch (the "lunch report"), the first shot after lunch and wrap, including which scenes have been completed along the way. If there's an accident or injury, they should call in as soon as the situation has been contained, so the office staff can call the insurance company, help with medical arrangements, dispatch additional crew members or whatever else it takes to make sure everyone is taken care of and that filming resumes as quickly as possible. Someone from the production office (assistant coordinator or production secretary) then takes the constant set updates and e-mails the information to all appropriate parties, such as the producers, UPM, studio, network and/or bond company.

In addition to receiving status reports from the set, it's also important for the line producer and/or production manager to keep a good line of communication open with department heads – checking in with each of them on a regular basis, and when not on the set, being accessible to them when they call or come to the office to ask questions, order additional equipment or discuss impending needs and/or concerns. Being tuned-in to your crew and having them know that you're there to support them to the best of your ability (and budget) goes a long way to promote a well-functioning set.

There should also be a good communication channel between the production office and the transportation department – the transportation coordinator, captain and dispatcher (if there is one). There's a constant flow of movement throughout the day – pickups, deliveries, actors to be transported, runs to the set, trips to the airport, etc., and most of the details needed to make these runs originate from the production office. When dealing with Transpo, be clear as to time frames, and don't declare an emergency unless there truly is one. Let them know as soon as you know what your needs are going to be, so they can best schedule their drivers. You might also consider using the *Request for Pickup/Delivery Slips* found in Chapter 2.

THE DAILY ROUTINE

Also during the shooting period:

- An assortment of paperwork is sent in from the set each night; some of it is e-mailed, and what can't be, is usually waiting for the office staff when they arrive each morning. Some of it may be on a flash drive (the production report is often sent on a flash drive, especially if it can't be e-mailed from the set). The rest of the documents will be hard copies. They're copied, filed, acted upon and/or distributed as needed (see *Paperwork from the Set*, coming up in this chapter).

We used to refer to the envelope that carried all of this paperwork as the nightly "pouch," but the more common term is "football," as it's continually sent back and forth between the set and office. Often an accordion file serves as the football, because it has a number of pockets – perfect for the various documents that are shuttled back and forth each day. These folders can be fastened shut, so nothing falls out.

- Among the morning paperwork is an abbreviated version of the production report (called a *Daily Wrap Report* or *Daily Hot Sheet*), which highlights the previous day's shooting activities. This information is immediately sent to the studio or bond company, the producer(s), production manager, accountant and coordinator. If one isn't sent in from the set, the information is pulled from the uncorrected production report and script supervisor's report, and the report is completed and issued by the assistant production coordinator.
- When the full production report is sent in from the set, it's reviewed by the production coordinator and UPM. Corrections are made as needed, and the report is printed, signed and distributed. On some shows, final production reports are generated by the assistant production coordinator, and on others, by the 2nd AD or 2nd 2nd AD from the set. When it's done from the office, the corrections need to be sent to the 2nd AD as soon as possible, so accurate totals and information can be properly carried forward.
- When shooting exteriors or planning to shoot exteriors, it's important to monitor weather conditions. On days when the weather is precarious at best, UPMs, ADs and/or coordinators will check the weather several times a day (possibly every hour or two, and sometimes into the night) so cover sets can be planned. If the weather has been acceptable and holding steady, checking it just once in the evening and again first thing in the morning may be sufficient. If your production has signed up with a weather service, the report should be e-mailed and/or faxed to you at least once a day. Otherwise, the information is available on the Internet (one such website is www.weather.com).
- Also upon arriving each morning (if you're shooting on film), a call is made to a designated contact at the lab to make sure there are no problems with the film sent in for processing the night before. Negative scratches or tears, out-of-focus shots, etc. could (if acceptable alternative takes aren't available) necessitate reshooting and/or insurance claims. An "all-clear" lab report can also be the signal to set dressing and construction to start striking sets no longer needed.
- Runs are coordinated between the set and the office throughout the day, and cars and drivers are arranged for actors whose deals include being picked up and driven home from the set.
- New equipment is continually being ordered, and equipment no longer needed is returned. There is constant communication with vendors, new purchase orders to generate and pickups and deliveries to be scheduled.
- Although the 2nd AD on the set is responsible for continually checking in with the office, it's the office staff's responsibility to regularly report in to the studio or parent company with set updates. (Some studios require status reports to be made at specifically appointed times, such as 11 a.m. and 4 p.m.)
- If on a distant or foreign location, on a road show that's constantly on the move or if more than one unit is operating at one time from different locations, there is a continuum of travel and hotel arrangements to be made, new crew members starting and others wrapping, new locations to set up and others to strike, a voluminous amount of shipping to coordinate and movements to keep.
- Quantities of office supplies, materials, expendables, film stock, etc. are constantly being monitored and reordered as needed.
- Raw (film) stock should be constantly monitored. This is done by keeping track of what's ordered, how much has been used (as per the production reports) and how much should be remaining at all times (see *Raw Stock Inventory* form at the end of the chapter). Approximately once a week, this amount should be compared to what the assistant camera person physically has on hand. This way, the film is being accounted for, and chances are, you won't be caught short. Care must be placed when ordering as well, so the DP has the stocks and quantities needed without there being too much left over at the end of the shoot (also see *Raw Stock Order Log* at the end of the chapter).
- Script and/or schedule changes are continually being generated and distributed.
- Dailies are coordinated. More often than not these days, the producer, director and DP receive DVDs of dailies, and on some shows, they're also screened, streamed or uploaded. They may also be screened for the studio, network or parent company. (Read more about the coordination of dailies in Chapter 30.)
- New cast members are starting all the time, necessitating new contracts and deal memos, wardrobe fittings, additions to the cast list, travel plans (if necessary), etc.
- "Sides" are prepared and sent to the set toward the end of each day to be used the following day. Sides are script pages that contain the scenes to be shot that day. They eliminate the need to carry around a complete script and serve as handy references for cast members and certain department heads. They're copied from an original all-white script (even the change pages are in white) at a reduced size (usually 64 percent, making them easy to tuck in a pocket or

bag), and a reduced-sized call sheet is often used as a cover page. Some assistant directors will ask for the sides to include just the scenes to be shot and others will ask the office to add the scenes preceding and following each scheduled scene. Some ADs prefer that the sides be assembled by scene number – not necessarily according to how they're scheduled be shot. When script revisions are issued affecting sides that have already been sent to the set, new sides are issued on blue paper and sent out as soon as possible. The 2nd AD will let the office know how many sets of sides to prepare.

- Some directors and assistant directors also like to have a supply of mini scripts on the set at all times. To accomplish this, the script is copied horizontally in booklet form, and once assembled, are approximately 4¼"×9".
- Call sheets are sent (e-mailed) in from the set toward the end of each shooting day, and if photocopied on or near the set, the office staff photocopies the call sheets and attaches all maps, safety bulletins and memos pertinent to the next day's shooting, sending a given amount back to the set for distribution at wrap. If the call sheets are photocopied on-set, then an electronic copy is still e-mailed to the office to be forwarded to everyone not on the set. Copies are made and distributed to the office staff; and copies are e-mailed or faxed or calls are made to a predetermined list of individuals (production executives, background casting, catering, studio teacher, additional crew members needed for the next day, etc.) informing them of call times, directions and any special requirements. (Note that call times for actors are not generally made from the production office, as that's the responsibility of the 2nd AD.) If the call time changes (which may happen – sometimes more than once), revised call sheets are distributed and new calls made to everyone on the list.
- The UPM always has a stack of POs, check requests, invoices and time cards to review and approve. Some UPMs like having the coordinator and/or accountant sit with them while working through the stack, so that specifics can be discussed, clarified and evaluated before approvals are granted.
- Once a week, approved, original Exhibit Gs are sent to SAG, and a DGA Weekly Work List is sent to the Director's Guild.
- Along the same lines, the studio production executive, producer, UPM and production accountant will meet (together or any two or three at a time) at least once a week (usually after the cost report is issued) to discuss how the show (and each department) is doing financially (under, on or over-budget). It's important for all the key players to be able to discuss areas that are going over-budget and to (hopefully) agree upon realistic solutions. On a more immediate basis, it's not uncommon to come up against expenditures that could not have been predicted and are not apparent until shooting begins. Unexpected circumstances will often create a desire or need for additional (unbudgeted) scenes, days, sets, equipment, additional units, etc. Although the studio/parent company has the final word, these issues are usually discussed by the producer and production manager in an effort to reach a decision or compromise that will be in the best interest of the film. Staying on top of costs, being aware of where the budget is at all times and working out solutions to unexpected expenditures are part of the everyday challenge of efficiently managing a film shoot.

CALL SHEETS AND PRODUCTION REPORTS

Briefly discussed earlier, a call sheet is a game plan for what's to be shot the following day – who's to work, what time and where they're to report, and what, if any, are the special requirements needed to complete the day.

Call sheets are created by the 2nd assistant director. A preliminary version is usually prepared early in the day; an approved version, signed by the UPM, sometimes goes out by late afternoon. But in the event of changes (or anticipated changes), the call sheet isn't distributed until shortly before wrap – or wrap. Wrapping 15 minutes or a half-hour late may push the next day's call by 15 minutes or a half-hour. If the call sheets are photocopied before a call is pushed, they're generally stamped with the notation: ALL CALLS PUSHED 1/4 HR., ALL CALLS PUSHED 1/2 HR., etc. Call sheet changes affecting scenes to be shot, locations, various work times, etc. are issued on blue paper. A subsequent change would come out on pink.

The Daily Production Report (or "PR") is the official record of what was shot that day in terms of scene numbers, setups, minutes, film footage and sound rolls; who worked and the hours they worked; the locations shot at (actual and scripted); how many meals were served; vehicles and equipment that were used and the delays, accidents or notable incidents that may have occurred.

Production reports are used to help evaluate the overall progress of principal photography; help assess production costs; check invoices against equipment and vehicles used; inventory raw stock; back up workers' compensation and other insurance claims; track safety meetings and check cast, crew and extras' workdays and times against submitted time cards. It's therefore imperative that they be as accurate as possible.

Also prepared by the 2nd AD or 2nd 2nd AD, these reports include information taken from the script supervisor's daily report (indicating the exact scenes added, deleted and shot; the number of scenes, pages, setups

and minutes shot and the call time, first shot, meal times [in and out], first shot after lunch and wrap time); the camera loader's camera report (indicating film footage printed, footage shot but not printed, wasted footage, short ends [leftover footage at the end of a roll] and total footage used) and the sound mixer's sound report (indicating the number of DAT tapes or DVDs used). Each of these items are listed in terms of what was *Previously* shot, used or taken; what was shot, used or taken *Today* and the *Total* shot, used or taken to date.

When the PR is sent in from the set, it's stamped UNAPPROVED. The UPM, production coordinator and/or assistant coordinator will then go through it, making sure:

- All dates, locations, shoot days and times are properly recorded
- All figures from the previous day's PR are correctly carried over
- Start, Work, Hold and Finish days are correctly indicated and that actors' times on the Exhibit G match those on the PR
- Camera report totals are correct and accurately carried over from the previous day
- Sound roll figures are correct
- Partial and completed scenes are credited properly
- Notations are made to indicate alternate coverage of nude scenes and the replacement of bad language for TV distribution
- The caterer's daily receipt matches the recorded number of meals served
- All special equipment used for that day is indicated
- All injuries, accidents and major delays are recorded
- Call times for the entire crew are noted
- Any additional crew members working that day are indicated
- The "skins" (list of extras to work that day issued by the background agency) match the background talent listed on the PR
- Safety meetings are noted

The accountant and payroll accountant will also go through unapproved production reports to make sure that all the information they need has been properly noted.

A separate production report should be prepared for second unit, although one production report is often issued when the second unit is very small and shoots simultaneously at the same location or if a splinter unit made up of first-unit crew shoots concurrently at the same location.

The UPM and/or production coordinator, after checking the PR, will discuss any discrepancies with the 2nd AD. After corrections and additions are made, the UPM (and sometimes the 1st AD) will sign off on it. If subsequent changes are made after the report has been signed, copied and distributed, updated versions are issued and labeled "Revised."

People are handed call sheets and production reports each day, but they're easily misplaced – left at home, buried in a pile on the desk, left in a jacket pocket, in the car or in a trailer room. The production office staff is therefore often asked to assemble complete sets of each for several different people at the end of the show. It's easier to distribute complete sets of call sheets and production reports on CD, but sometimes you'll still find individuals who will want hard copies. For those who do, I suggest you prepare two legal-sized file folders (one for call sheets and one for PRs) for the producer(s), director, UPM, 1st AD, Key 2nd AD, production supervisor and/or coordinator and studio production executive, and to add a final call sheet and production report to the respective folders on a daily basis; so by the end of principal photography, full sets are already compiled and ready to distribute.

PAPERWORK FROM THE SET

An assortment of paperwork is sent in from the set to the production office at the end of each day's filming. One person in the office should be the designated set paperwork person (it's usually the production coordinator or assistant coordinator), and going through the daily stack (the copying, distributing and handling of) should be a first-thing-in-the-morning priority, as much of it is time-sensitive. These are the types of things that will arrive in the morning "pouch" or "football."

- Unapproved production report – to the production coordinator or assistant coordinator to check, but also give copies to Accounting, to the UPM and to Editorial
- Completed start slips, W-4s, I-9s, time cards, box rental inventories and invoices and vendor receipts – to Accounting
- Extra vouchers – to Accounting
- Completed check requests and petty cash envelopes – to Accounting
- Camera reports – a copy to Editorial and a copy to the coordinator to check before being placed in the Day File
- Sound reports – same as above
- Script Supervisor's Daily Report and notes (attached to the lined script pages) – to Editorial and to the coordinator to check before placing in the Day File
- On some productions, the telecine house requires certain paperwork (the script supervisor's reports, camera reports, sound reports, film inventory, etc.) by a certain time each day to make their deadline.
- Exhibit Gs – the morning copy should be stamped "unapproved" and sent out for distribution to: Accounting, the UPM, Casting (ask if they want it) and to the coordinator or assistant coordinator to check the times against the PR. The UPM signs off on the Gs

once they've been checked and all changes have been made, and then they're redistributed, with a copy going into the Day File and one in an envelope labeled "SAG." Exhibit Gs are sent to SAG once a week, and to get a jump on this, you might want to prepare in advance a number of envelopes addressed to SAG – one for each week you'll be shooting. That way at the end of each week, you'll just have to weigh the envelope and add the postage.
- The caterer's receipt – to Accounting and the coordinator to check before filing
- Skins – to Accounting and to the coordinator
- Signed SAG contracts – to the coordinator, who will then obtain the producer's signature and distribute copies accordingly
- Workers' compensation and auto accident reports – to the coordinator to complete, add to the claim log and submit to the respective insurance companies
- Crew requests for equipment and/or expendables – to the coordinator to obtain UPM approval, prepare POs, place orders and arrange for pickup
- Completed Daily Safety Meeting reports – to be kept on file

THE SCRIPT SUPERVISOR'S ROLE

This book doesn't detail job descriptions, but I thought it worthwhile to briefly mention the responsibilities of the script supervisor. A good script supervisor is not only an essential element of a well-functioning set, but is necessary to the editing process as well. This is a position that isn't always understood nor fully appreciated.

A script supervisor is part of the director's on-set team. On features and commercials, they're selected by the directors, and on TV shows, they're hired by the producers or UPMs. They use their prep time to breakdown the script and are usually asked to pre-time the script as well. Timing a script requires the visualization and acting out of scenes with a stop watch in hand to come up with a reasonable estimate of the final, edited, first-cut running time of the film. Written breakdowns are submitted indicating the predicted running time of each scene. Timings are valuable in determining whether a script is too long or too short.

Positioned with the director behind the camera on set, the script supervisor keeps track of:

- Scenes, pages, setups and minutes shot
- Which scenes are shot (including partially shot), which are deleted and which ones are left to be shot
- Setups filmed by all cameras
- Deviations from scripted dialogue
- Set times: crew call, first shot, meal times (in and out), first shot after lunch, last shot and wrap
- "Matching" for purposes of continuity – making sure the appearance of the set and the actors, the movements (and eyelines) of the actors and the delivery of dialogue within each take matches its original master scene and that the progression of wardrobe, makeup, props and set dressing during any specific scene is accurate
- Whether the picture is running long or short

The script supervisor keeps a set of notes each day (usually in the form of a daily log), recording each take of each scene shot, including a description detailing the action and camera movements. Also recorded is the camera roll, scene number, take number, the timing of each take, the camera lens used and the page count credited to each take. The director will call for specific takes to be printed, and those are circled, thus the term "circled takes."

The script supervisor also:

- Furnishes Camera and Sound with slate numbers
- Prepares a list of pickup shots and wild sound tracks
- Assists during the blocking of scenes
- Runs lines with and cues actors prior to and during rehearsals (not a required duty but very often done)
- Reads off-stage lines for actors not present on the set
- Supplies the editor with a complete log, continuity notes and lined script pages (actual lines made through the specific scenes being shot indicating the exact action and dialogue captured in each take)

Years ago, thinking at the time I might want to be a script supervisor, I was allowed to shadow a script supervisor friend of mine who was working on a TV series at the time. He not only let me observe what he was doing, but at some point, he let me practice – allowing me to sit off to the side timing takes, keeping my own lined script and taking all of the appropriate notes. And then, between takes, when he had finished with his own notes, he'd quiz me: "On what word did the actor place his glass on the table?" And of an actor who had gotten drenched the day before in an exterior shot and had just walked into a room that was to be a continuation of that scene, he asked, "How wet is he supposed to be?" Some of my answers were right and others weren't, and at the time, all I kept wondering was: "How can one person possibly remember what seemed like thousands of minute details that had to be continually tracked and matched?"

Having the presence of mind and concentration required to stay totally aware of everything going on around them; listen to the director's instructions; be aware of camera movements; keep thorough notes and timings; account for scenes, pages, setups and minutes shot; help actors with their lines; match dialogue and movements and create a lined script for the editor (doing several of these things simultaneously) is a challenging set of responsibilities at best. Not having a good script supervisor will have far-reaching consequences. The good ones are worth their weight in gold.

At the back of this chapter are samples of a *Script Supervisor's Daily Report* and *Script Supervisor's Daily Log*, which are the type of forms still used by some. But technology has caught up with script supervising, as it has almost all other aspects of filmmaking, and there is no standard way to do it anymore. Script Supervisor Kris Smith explains:

> *There are several methods in use today for digital script supervising. Personally, I use FilmMaker Pro for my forms. It's a database program that allows you to enter the information only once, and then that same information is available whenever you need it. It's a great time-saver. Other people use Excel, and some Word.*
>
> *I also use a software program called Continuity to line my script in the computer. And I use a capture device that I've cabled into the back of the monitors that allows me to grab still photos during a take. It's great for double checking continuity, shot sizes and eyeline angles – even wardrobe, hair, props and set dressing if needed.*
>
> *Again, there are several other ways to do this. Some people use the drawing tools available in Adobe Acrobat or Bluebeam software. These programs weren't really made for the purpose of script supervising, and while they have their drawbacks, other script supervisors seem to get by with them. Then there's ScriptE (www.scriptesystems.com). Recently introduced to the market, it's a new all-encompassing software system that was designed exclusively for script supervisors.*

So if you're a script supervisor, you'll have a lot of homework to do before deciding which system is most comfortable and affordable for you.

THE DAY BEFORE

Here's a little checklist I've used to make sure that everything needed for the next day's shoot is lined up. Not everything listed is going to be applicable each day, but it's a helpful way to remember what needs to be done.

- ☐ Order raw stock if needed (confirm order with DP, have order approved, do a PO and arrange for pickup)
- ☐ Station 12 actors
- ☐ Prepare SAG contracts (e-mail copies to agents as necessary)
- ☐ Send additional start paperwork packets and scripts to the set
- ☐ Distribute script and schedule changes
- ☐ Workers comp forms to the set for the set medic
- ☐ Send copies of location permits to the set
- ☐ Confirm or order special or additional equipment (do the PO and arrange for pickup or delivery)
- ☐ Line up studio teacher/welfare worker and make sure there's a room or trailer to use as a schoolroom
- ☐ Order dressing rooms or additional cast trailers (do PO and arrange for delivery)
- ☐ Order additional walkie-talkies (and send walkie-talkie sign-out sheet to the ADs on the set)
- ☐ Call in drive-ons
- ☐ Skins
- ☐ Sides
- ☐ Mini scripts
- ☐ Line up stand-by ambulance (do PO and give ambulance company a call time)
- ☐ Send a PO out to the set for the camera department (made out to the lab)
- ☐ Send a PO out to the set for the sound department (made out to the sound facility)
- ☐ Order any needed expendables (do PO and arrange for pickup)
- ☐ Camera?
- ☐ Grip?
- ☐ Electric?
- ☐ Golf carts?
- ☐ Coordinate dailies
- ☐ Call sheet distribution

RESHOOTS

Reshoots are sometimes scheduled for shortly after the completion of principal photography or may be months later. They can last a day or two or a matter of weeks. They can entail a local shoot that's fairly routine and easy or require traveling, packing, shipping and working on distant locations. There's often not much money left in the budget by the time reshoots roll around, so prep and wrap times are often brief and fast-paced. To retain the same look and tone of the film, to walk in knowing how the director works, how to keep the actors happy and how to pull off the same logistical requirements, it's always preferable to hire as many people from the original shoot as possible. But for those unavailable, you want replacements who are qualified and adept at picking up where someone else left off. And when doing reshoots for a major studio, it's best to hire people who have worked on films for that studio before. It'll shorten their learning curve tremendously. And just in general, whether it's your DP or PA, this isn't the time to hire anyone who doesn't move quickly and have the right level of experience, because you won't have the time for on-the-job training.

Here's a quick little checklist to help you prepare for reshoots and additional photography. It doesn't include travel and shipping – just the basics, and it's based on the assumption that your cast and director are available.

- ☐ Contact your insurance rep, and let him or her know you're going to be shooting. Make sure your policies are current and you can start issuing certificates of insurance.

- ☐ Bring on an accountant, production coordinator and a PA to start with.
- ☐ Set up new (very temporary) offices, phones, etc., and make sure all departments have enough space to work.
- ☐ Secure a sufficient supply of start paperwork packets, checks, purchase orders, check requests, petty cash and petty cash envelopes.
- ☐ Prepare a new shooting schedule and budget.
- ☐ Locate wrap and continuity books, artwork, wardrobe, props, wigs, set pieces, etc. – anything you need from the original shoot.
- ☐ Line up your crew. Prepare deal memos for those who are new.
- ☐ If your cast includes minors, make sure their work permits (for the state where you're going to be filming) are current, line up a teacher and procure space for a school room.
- ☐ Secure locations and all necessary permits and/or needed stage space.
- ☐ Check out the lead cast contracts, and make sure you have all contractual perks covered (including travel, pickups to the set, dressing room/trailer requirements, assistants, etc.)
- ☐ Prepare new contracts for those actors whose contracts don't cover reshoots.
- ☐ Order equipment, and arrange for pickups.
- ☐ Take care of all necessary rental agreements.
- ☐ Station 12 your actors.
- ☐ Alert the lab that there will be more film coming in.
- ☐ Prepare a dailies schedule with Post Production.
- ☐ Have bags, cans, cores and camera reports picked up from the lab.
- ☐ Order walkie-talkies (and cell phones if needed).
- ☐ Prepare new cast, crew and contact lists.
- ☐ Prepare a box of paperwork to take to the set that includes: payroll start packages (regular and loanout), DGA deal memos, time cards, extras' vouchers, a few office supplies, crew lists, script pages, call sheets, copies of permits and location agreements, workers compensation claim forms, SAG contracts and Exhibit Gs.

The best possible scenario you can hope for is that the show was wrapped properly, and the reshoot crew has access to everything they need – artwork, blueprints, wardrobe, wigs, the same makeup, prosthetics, props, set dressing, set pieces, etc. It's when certain items can't be located or are in another state that a tight schedule becomes even more challenging. Because, then, on top of everything else, there's usually a fair amount of rushing around to ship items you hope will get to you in time and/or to have to recreate and match items that are no longer accessible.

Once reshoots are completed, your wrap time will be shorter than usual – possibly just a day or two. So here's a short checklist of things you'll want to make sure are taken care of before you take off:

- ☐ Have equipment and all other rentals returned.
- ☐ Return unused/unopened film for credit or refund.
- ☐ Coordinate runs to the lab.
- ☐ Make sure all start paperwork and time cards are filled out properly and signed, and get them to Accounting.
- ☐ Submit all reports of loss and damage.
- ☐ Have all SAG contracts countersigned.
- ☐ Send copies of all contracts and Exhibit Gs to Accounting.
- ☐ Send copies of Exhibit Gs to SAG.
- ☐ Make sure DGA deal memos are signed, send a copy to your production executive and send one to the DGA.
- ☐ Make sure the production report is turned in and distributed.
- ☐ Submit all certificates of insurance to your risk manager or insurance broker.
- ☐ Complete and submit a DGA Weekly Work List.
- ☐ Make sure your production executive gets copies of all signed SAG contracts, Exhibit Gs, deal memos, location agreements, etc.
- ☐ Return previously-stored show assets such as props, set dressing and wardrobe (have wardrobe cleaned before returning).
- ☐ Inventory and submit any new assets purchased for the reshoots.
- ☐ Return borrowed office furniture and/or equipment.
- ☐ Sell short ends.
- ☐ Create a new wrap book or add a RESHOOTS section to the already existing wrap book.

DAILY WRAP

The following steps are taken when wrapping a set for the night:

- Walkie-talkies are collected, accounted for and placed in chargers
- The location site is cleaned
- Equipment is locked in trucks or securely stored
- Remaining vehicles are locked
- Dressing rooms are cleaned
- Copies of signed agreements, contracts and permits are in hand for the next day's filming activities
- Special arrangements for the next day (equipment, stunts, effects, etc.) are set
- Supplies of paperwork, blank forms, and office supplies have been replenished
- Script notes, camera and sound reports, Exhibit Gs, time cards, etc. are collected to send to the office
- Exposed film is sent to the lab
- Pickups and returns for the next day are confirmed with Transportation
- Everyone has a call sheet and map for the next day
- The caterer knows how many meals to prepare for the next day
- Security is in place for the night

ON THE LIGHTER SIDE

We all work too many hours and too hard not to have some fun, and there's nothing like interjecting a bit of humor into a long, hard day to alleviate stress. When the shows we work on are over, the lasting memories we walk away with are not only linked to the work itself, but also to the camaraderie and good times we've shared with our co-workers. The following are examples of how to create some of those lighter moments:

- I collect jokes and keep a selection of the best ones in a folder marked JOKES. For the past several years, that folder has been tacked up on the wall in each of my production offices. When someone feels they need a short break, or a laugh, they walk over to the folder and pull out a joke or two.
- In addition to the folder, I will sometimes post a JOKE OF THE WEEK or QUOTE OF THE DAY. The quotes are silly, like: "If At First You Don't Succeed, Skydiving Isn't For You," "If They Don't Have Chocolate In Heaven, I Ain't Goin'!" and "Beware – The Toes You Step On Today May Be Attached to the Backside You Have to Kiss Tomorrow." On one show I was working on, my friend Mark Indig, commenting on the quality of my jokes, took his pen to the "Joke of the Week" banner and made it read "Joke of the *Weak*." That in itself, created some needed humor in the office.
- Some films start the production process with just a working title of the project, and the crew is occasionally recruited to help name the film. Whether ultimately used or not, sometimes small prizes are given for the most original title, the most humorous title and/or the most fitting title. Even on shows with firm titles, someone often posts a piece of paper near the coffee machine soliciting alternative (humorous) titles. One project I worked on (called *The Thirteenth Year*) was about a 13-year old boy who discovers that his mother is a mermaid, while his own body is starting to change and evolve into that of a merman. Jerram Swartz, our 1st AD, posted the initial list: *When You Fish Upon a Star*, *A Buoy's Life*, *Oh Cod*, *Sole Man*, etc.
- Jerram also told me about a series he had worked on where they chose a crew *Employee of the Week*, the winner receiving an "Atta Boy!" award certificate and a prize of $50. It was a terrific morale booster and well worth the expense.
- On one show I worked on, which took place largely on water, we had our own awards ceremony at the wrap party. The awards were for categories such as: The Gal The Guys Most Want To Be Lost At Sea With, The Guy The Gals Most Want To Be Lost At Sea With, Best All-Round Sport, Best Sun Tan, etc. We bought little trophies and gag gifts to hand out, and everyone was falling off their seats with laughter. (Note: know your crew and avoid anything like this that might possibly offend anyone.)
- Mark Indig (the same one who doesn't like my jokes) told me that while working on a picture in Miami Beach, they had a "Tackiest Souvenir" contest that was hilarious.
- A select group of crew members on one of the shows I worked on had T-shirts printed up with memorable comments that had been made by the director, producers and various crew members. They went like hotcakes. Everyone loved them!
- Amusing quips and poems on call sheets are always great.
- Most film crews don't need much encouragement when it comes to having fun, so pools and contests are always good, as are potluck dinners, kick-off parties or wear-an-unusual-hat day. On one of my shows, to honor the production coordinator (who was in his black turtleneck phase at the time and wore one every single day), we all surprised him by wearing black turtlenecks on the last day of shooting. We had a group picture taken of all of us in our turtlenecks, and I smile every time I think of it.
- My friend Phil Wylly, during his production-managing days, wrote the funniest memos I have ever seen. He always got his point across and was able to entertain you at the same time. The titles of the memos alone are amusing. One was: "A Fate Worse Than Meal Penalty!", and it dealt with the dreaded "Forced Call!" In an effort to make us all aware of exorbitant phone bills, he issued another one entitled, "The Enrichment of the Telephone Company." And when asked to order a pig for a scene we were prepping, he wrote the following entitled "Pyramid Power." It's quite dated, but worth repeating and sharing:

Piglet = $25
Truck to carry = $50
Driver for Truck = $200
Wrangler to Tend Pig = $200
Gov. & Union Fringes @ 40% = $160
Location Meals for Driver & Wrangler = $12
Gasoline & Oil for Truck to Carry Piglet = $10
Total Cost for 1 Poor Little Pig for 1 day = $647.00

p.s. Today, that same piglet for one day would cost approximately $1,200.

Also from Phil:

Tales from The Trenches

We were on stage, I think at Twentieth Century-Fox, ready to shoot a very sensitive scene: a husband and wife, seated in their modest kitchen, are grieving over their young daughter's death. The set was quiet, the mood somber, everyone sensitive to the dramatic power of the scene about to be filmed. "All right, let's try one," the director said in a hushed voice. "Roll please," the assistant director whispered. Then, from somewhere high above came the cooing sound of a large pigeon. The mood was broken. "Let's cut," the director said softly. We waited for a few moments. No more cooing. "Okay, let's try again."

Same result: "Roll please," then came: COO COO COOO.

The director sent the actors back to their dressing rooms. We opened the stage doors and sent men with flashlights, sticks, bull horns, etc. up into the permanents to chase the bird. After half an hour or so we could see no further sign of the bird and assumed it had flown out. "Okay, let's close things up and try again. Roll please. Action." The husband reached out to take his wife's hand . . . and PLOP! Right in the middle of the table, from high above, the pigeon let us know what he thought of the scene.

That night our director and writer reworked the scene to play in the living room. The next day, the general feeling was the scene actually played better in that set and, by the way, the studio manager gave us credit for the lost stage day.

The moral of the story: Sh*t happens, so be prepared for anything!

I'd like to acknowledge and thank Michael Coscia, April Novak, Kris Smith, Robbie Szelei and Phil Wylly for their contributions to this chapter.

FORMS IN THIS CHAPTER

- Call Sheet
- Production Report
- Daily Wrap Report
- Raw Stock Order Log
- Raw Stock Inventory
- Camera Department Daily Raw Stock Log
- Script Supervisor's Daily Report
- Script Supervisor's Daily Log

PRODUCTION COMPANY:
SHOW:
Episode:

Date:
Day: *out of*
Production No.

CALL SHEET

Director:
Exec. Producer(s):

Producer(s):

Writer:
Production Office

Phone:
Fax:
Dailies Time/Location:

CREW CALL

LEAVING CALL:
PRE-CALL(Grip/Elect):
CAST REHEARSAL:
SHOOTING CALL:

Weather:
Sunrise:
Sunset:
Nearest Hospital:

Attached [ ] Map [ ] Safety Bulletin
[ ] Closed Set Today
[ ] EPK on Set Today
[ ] No Personal Cameras On Set
Travel Time - Miles/RT:

SET & SCENE DESCRIPTION	SCENE #S	CAST #S	D/N	PGS	LOCATION
		Total Pages:			

NAME	STATUS	ROLE	PICKUP	MU	ON SET	REMARKS

STANDINS/PHOTO DBLS	CALL TIME	LOC	BACKGROUND	CALL TIME	LOCATION

SPECIAL INSTRUCTIONS	
CAMERA:	*ART DEPT/SET DRESSING:*
GRIP/ELECT:	*PROPS:*
SOUND:	*TRANSPO:*
MU/HAIR:	*SFX:*
WARDROBE:	*VFX:*
LOCATIONS:	*STUNTS:*
DIGITAL IMAGING:	*MISC:*

ADVANCE SCHEDULE

DATE & SET	SCENE # S	CAST #S	D/N	PGS	LOCATION

UPM 1ST ASST. DIR. KEY 2ND ASST. DIR.

SET CELL#

NO FORCED CALLS OR 6TH OR 7TH DAYS WORKED W/OUT PRIOR APPROVAL FROM UPM * ALL CALLS SUBJECT TO CHANGE BY THE UPM OR ADs

CALL SHEET

SHOW TITLE:					PRODUCTION CO:								
DATE:										DAY#	*of*		
#	STAFF & CREW		LV PU	CAL I	#	STAFF & CREW	LV PU	CALL	#	STAFF & CREW		LV PU	CALL
	PRODUCTION/DIRECTION					**SOUND**				**POST PRODUCTION-EDITORIAL**			
	DIRECTOR					SOUND MIXER				POST PROD SUPV'R			
	UPM					BOOM OPERATOR				POST PROD COORD			
	PROD SUPV'R					CABLE UTILITY				EDITOR			
	1ST AD					PLAYBACK				ASST. EDITOR			
	2ND AD					UTILITY SOUND				ASST. EDITOR			
	2ND 2ND AD									VFX EDITOR			
	DGA TRAINEE					**GRIP**				EDITORIAL PA			
	SCRIPT SUPV'R					KEY GRIP							
	KEY SET PA					BEST BOY GRIP				**SET OPERATIOS**			
	SET PA(S)					DOLLY GRIP				SET MEDIC			
						GRIP(S)				FIRE (STUDIO)			
	STUDIO TEACHER					GRIP(S)				POLICE (STUDIO)			
	2ND UNIT DIR									SECURITY (STUDIO)			
	2ND UNIT 1ST AD					KEY RIGGING GRIP				CRAFT SERVICE			
	2ND UNIT 2ND AD					BB RIGGING GRIP				ASST CRAFT SER			
	2ND UNIT SCRIPT					RIGGING GRIPS				ADDTL CRAFT SER			
	2ND UNIT PA												
						COSTUMES				**LOCATIONS**			
	PRODUCTION OFFICE					COSTUME DESIGNE				LOCATION MANAGER			
	PROD COORDINATOR					COSTUME SUPV'R				KEY ASST LOC MGR			
	TRAVEL COORDINATOR					ASST COST DESNR				ASST LOC MGR			
	SHIPPING COORDINATOR					KEY COSTUMER				ASST LOC MGR			
	ASST PROD COORD					SET COSTUMER				LOCATION SCOUT			
	PROD SECT'Y					SET COSTUMER				LOCATION PA			
	OFFICE PA									SECURITY (LOC)			
	OFFICE PA					SEAMSTRESS							
	ASST. TO EXEC PROD					AGER/DYERS				**CATERING**			
	ASST. TO PRODUCER					SHOPPER				CHEF			
	ASST. TO DIRECTOR					COSTUME PA				COOK(S)			
										COOK/DRIVER			
	ACCOUNTING					**ART DEPARTMENT**				COOKS' HELPER(S)			
	PROD. ACCOUNTANT					PROD. DESIGNER				BREAKFAST READY @			
	1ST ASST PROD ACCNT					ART DIRECTOR				LUNCHES READY @			
	2ND ASST PROD ACCNT					ASST ART DIR							
	ASSISTANT ACCNT									**VISUAL EFFECTS**			
	PAYROLL ACCNT					SET DESIGNER				VFX SUPERVISOR			
	ACCOUNTING CLERK					MODEL MAKER				VFX COORDINATOR			
	ACCOUNTING CLERK					ART DEPT COORD				VFX SURVEYOR			
						ART REEARCH				VFX PA			
	PUBLICITY					ART DEPT PA							
	UNIT PUBLICIST									**STUNTS**			
						SET DECORATING				STUNT COORD			
	CASTING					SET DECORATOR				ASST STUNT COORD			
	CASTING DIRECTOR					ASST SET DEC							
	CASTING ASSOCIATE					LEADPERSON				**ANIMALS**			
	CASTING ASSISTANT					BUYER				WRANGLER (S)			
						SET DRESSERS				TRAILER(S)			
	BACKGROUND CASTING					SET DEC COORD				ANIMALS:			
	BG CASTING DIRECTOR												
	BG CASTING ASST.												

(Continued)

CAMERA

DP			
A CAMERA OPERATOR			
A CAMERA 1ST AC			
A CAMERA 2ND AC			
B CAMERA OPERATOR			
B CAMERA 1ST AC			
B CAMERA 2ND AC			
STEADICAM OPER			
LOADER			
DIGITAL IMAGING TECH			
DIGITAL UTILITY			
CAMERA PA			
VIDEO ASSIST			
VIDEO ASSIST			
TECHNOCRANE OPER			
LIBRA HEAD TECH			
STILL PHOTOGRPHR			

ELECTRIC

CHIEF LIGHTING TECH			
LAMP OPERATOR(S)			
LAMP OPERATOR(S)			
DIMMER OPERATOR			
RIGGING GAFFER			
RIGGING BEST BOY			
RIGGING ELECTS			

MAKE-UP/HAIR

DEPT. HEAD MU			
KEY MU ARTIST			
MU ARTIST			
DEPT. HEAD HAIR			
KEY HAIR STYLIST			
ADDTL HAIR STYLIST			
SFX MAKE-UP			
PROSTHETICS			

ON-SEST ART DEPT/SET DRESSING

GREENS FOREMAN			
GREENSMAN			
STAND-BY PAINTER			
ON-SET DRESSER			

PROPS

PROPERTY MASTER			
ASST PROP MSTR			
ASST PROP/WEAPONS			
ARMORER			
PROP MSTR (2ND U)			
PROPERTY COORD			

CONSTRUCTION

CONST COORD			
GENERAL FOREMAN			
CONST BUYER			
MILL FOREMAN			
PROPMAKER FRMN			
PROPMAKERS			
PAINT FOREMAN			
PAINTER			
SCULPTORS			
PLASTERERS			
LABORERS			

SPECIAL EFFECTS

SFX SUPERVISOR			
SFX COORD			
FOREMAN/BUYER			
SET FOREMAN			
POWDER GANG BOSS			
SFX TECH/POWDER			
SFX TECH(S)			
MOT. CONTROL TECH			

COMMUNICATIONS

SATELLITE TECH			

TRANSPORTATION

TRANSPO COORD			
TRANSPO CAPTAIN			
DISPATCHER			
PICTURE CAR COORD			
TRANS DEPT ASST			
DRIVERS			
TRANSPO TRAILER			
CAMERA TRUCK			
PROP TRUCK			
GRIP TRUCK			
ELECTRIC TRUCK			
WARD TRAILER			
MAKE-UP TRAILER			
SOUND/VIDEO			
SFX TRAILER			
FUEL TRUCK			
MECHANIC TRUCK			
WATER TRUCK			
MAXI VANS			
STAKEBEDS			
HONEYWAGON			
BUS/PEOPLE MOVER			
3-RM TRAILERS			
2-RM TRAILERS			
SINGLE TRAILERS			
POP-OUT TRAILERS			
DIRECTOR'S TRAILER			
PRODUCERS' TRAILER			
SCHOOL ROOM			
GENERATORS			
CRANE			
CONDOR			
SCISSOR LIFT			
INSERT CAR			
CAST CAR			
CAST CAR			
CAR CARRIER			
PICTURE CARS			

ALL CALLS PER TRANSPORTATION COORDINATOR

RADIO CHANNELS:

Special Notes:

DAILY PRODUCTION REPORT

	PRE-SHOOT	1st UNIT	2nd UNIT	TESTS	TRAVEL	HOLIDAYS	ADDED DAYS	TOTAL	STATUS OF SCHEDULE	
# Days Sched.									DAYS AHEAD	
# Days Actual									DAYS BEHIND	

Production Company:	Date:
Show Title: Prod#:	Day # of
Director:	Start Date:
Exec. Producer(s):	Scheduled Finish Date:
Producer(s):	Estimated Finish Date:
Production Co. Address/Phone:	

SETS	SCENES	LOCATIONS	
			Crew call:
			Shooting call:
			First shot:
			Lunch in:
			Lunch out:
			First shot after lunch:
			2nd meal in:
			2nd meal out:
			Camera wrap:
			Last man out:

SCRIPT SCENES & PAGES				Minutes	Setups	Added Scs.	RETAKES Pages	RETAKES Scenes
	Scenes	Pages	Prev.					
Script Total			Today					
Taken Prev.			Total					
Taken Today			Scenes Completed:					
Total to Date			Partial Scenes Completed:					
To be Taken			Scenes Scheduled, Not Shot:					
			Scenes Shot, Not Scheduled:					

SOUND	
PREV.	
TODAY	
TOTAL	

Film Stock:	Good	No Good	Waste	Total	ON HAND	
PREV					RECV'D TODAY	
TODAY					USED TODAY	
TOTAL					ON HAND	
Notes:					TOTAL RECV'D	
Film Stock:	Good	No Good	Waste	Total	ON HAND	
PREV					RECV'D TODAY	
TODAY					USED TODAY	
TOTAL					ON HAND	
Notes:					TOTAL RECV'D	
Film Stock:	Good	No Good	Waste	Total	ON HAND	
PREV					RECV'D TODAY	
TODAY					USED TODAY	
TOTAL					ON HAND	
Notes:					TOTAL RECV'D	
Film Stock:	Good	No Good	Waste	Total	ON HAND	
PREV					RECV'D TODAY	
TODAY					USED TODAY	
TOTAL					ON HAND	
Notes:					TOTAL RECV'D	

FILM INVENTORY *Cumulative Totals*
TOTAL RECEIVED
USED TODAY
TOTAL USED
BALANCE ON HAND

Notes:

(Continued)

CAST - WEEKLY & DAY PLAYERS

S=Start, W=Work, H=Hold, T=Test, R=Rehearse, TR=Travel, P=Pickup, F=Finish

#	CAST	CHARACTER	STATUS	N D B	RPT TO MU	WORK TIME: RPT TO SET	WORK TIME: DISMISS FROM SET	MEALS: OUT	MEALS: IN	DISMISS FROM MU	TRAVEL TIME: LEAVE FOR LOC	TRAVEL TIME: ARR ON LOC	TRAVEL TIME: LEAVE LOC	TRAVEL TIME: ARR @ HQ	MPV	STUNT ADJ

NP=NOT PHOTOGRAPHED

BACKGROUND TALENT & STAND-INS

#	RATE	IN	OUT	LUNCH	MPV	NDB	ADJ	#	RATE	IN	OUT	LUNCH	MPV	NDB	ADJ

S=SMOKE, A=AUTO, W=WARDROBE CHANGE, M=MILES, N=NDB, SA=SPECIAL ABILITY RT MILES:

STAND-INS: SAG BACKGROUND: NON-UNION BACKGROUND: TOTAL:

UPM 1ST ASST. DIR. KEY 2ND ASST. DIR.

DAILY PRODUCTION REPORT

SHOW TITLE:				PRODUCTION CO:				DAY# of			
DATE:											
#	STAFF & CREW	IN	OUT	#	STAFF & CREW	IN	OUT	#	STAFF & CREW	IN	OUT
	PRODUCTION/DIRECTION				**SOUND**				**POST PRODUCTION-EDITORIAL**		
	DIRECTOR				SOUND MIXER				POST PROD SUPV'R		
	UPM				BOOM OPERATOR				POST PROD COORD		
	PROD SUPVR				CABLE UTILITY				EDITOR		
	1ST AD				PLAYBACK				ASST. EDITOR		
	2ND AD				UTILITY SOUND				ASST. EDITOR		
	2ND 2ND AD								VFX EDITOR		
	DGA TRAINEE				**GRIP**				EDITORIAL PA		
	SCRIPT SUPV'R				KEY GRIP						
	KEY SET PA				BEST BOY GRIP				**SET OPERATIOS**		
	SET PA(S)				DOLLY GRIP				SET MEDIC		
					GRIP(S)				FIR (STUDIO)		
	STUDIO TEACHER				GRIP(S)				POLICE (STUDIO)		
	2ND UNIT DIR								SECURITY (STUDIO)		
	2ND UNIT 1ST AD				KEY RIGGING GRIP				CRAFT SERVICE		
	2ND UNIT 2ND AD				BB RIGGING GRIP				ASST CRAFT SER		
	2ND UNIT SCRIPT				RIGGING GRIPS				ADDTL CRAFT SER		
	2ND UNIT PA										
					COSTUMES				**LOCATIONS**		
	PRODUCTION OFFICE				COSTUME DESIGNE				LOCATION MANAGER		
	PROD COORDINATOR				COSTUME SUPV'R				KEY ASST LOC MGR		
	TRAVEL COORDINATOR				ASST COST DESNR				ASST LOC MGR		
	SHIPPING COORDINATOR				KEY COSTUMER				ASST LOC MGR		
	ASST PROD COORD				SET COSTUMER				LOCATION SCOUT		
	PROD SECT'Y				SET COSTUMER				LOCATION PA		
	OFFICE PA								SECURITY (LOC)		
	OFFICE PA				SEAMSTRESS						
	ASST. TO EXEC PROD				AGER/DYERS				**CATERING**		
	ASST. TO PRODUCER				SHOPPER				CHEF		
	ASST. TO DIRECTOR				COSTUME PA				COOK(S)		
									COOK/DRIVER		
	ACCOUNTING				**ART DEPARTMENT**				COOKS' HELPER(S)		
	PROD. ACCOUNTANT				PROD. DESIGNER				# BREAKFASTS SERVED		
	1ST ASST PROD ACCNT				ART DIRECTOR				# LUNCHES SERVED		
	2ND ASST PROD ACCNT				ASST ART DIR						
	ASSISTANT ACCNT								**VISUAL EFFECTS**		
	PAYROLL ACCNT				SET DESIGNER				VFX SUPERVISOR		
	ACCOUNTING CLERK				MODEL MAKER				VFX COORDINATOR		
	ACCOUNTING CLERK				ART DEPT COORD				VFX SURVEYOR		
					ART REEARCH				VFX PA		
	PUBLICITY				ART DEPT PA						
	UNIT PUBLICIST								**STUNTS**		
					SET DECORATING				STUNT COORD		
	CASTING				SET DECORATOR				ASST STUNT COORD		
	CASTING DIRECTOR				ASST SET DEC						
	CASTING ASSOCIATE				LEADPERSON				**ANIMALS**		
	CASTING ASSISTANT				BUYER				WRANGLER (S)		
					SET DRESSERS				TRAILER(S)		
	BACKGROUND CASTING				SET DEC COORD				ANIMALS:		
	BG CASTING DIRECTOR										
	BG CASTING ASST.										

(Continued)

					ON-SEST ART DEPT/SET DRESSING					**TRANSPORTATION**					
					GREENS FOREMAN					TRANSPO COORD					
CAMERA					GREENSMAN					TRANSPO CAPTAIN					
DP					STAND-BY PAINTER					DISPATCHER					
A CAMERA OPERATOR					ON-SET DRESSER					PICTURE CAR COORD					
A CAMERA 1ST AC										TRANS DEPT ASST					
A CAMERA 2ND AC					**PROPS**					DRIVERS					
B CAMERA OPERATOR					PROPERTY MASTER					TRANSPO TRAILER					
B CAMERA 1ST AC					ASST PROP MSTR					CAMERA TRUCK					
B CAMERA 2ND AC					ASST PROP/WEAPONS					PROP TRUCK					
STEADICAM OPER					ARMORER					GRIP TRUCK					
LOADER					PROP MSTR (2ND U)					ELECTRIC TRUCK					
DIGITAL IMAGING TECH					PROPERTY COORD					WARD TRAILER					
DIGITAL UTILITY										MAKE-UP TRAILER					
CAMERA PA					**CONSTRUCTION**					SOUND/VIDEO					
VIDEO ASSIST					CONST COORD					SFX TRAILER					
VIDEO ASSIST					GENERAL FOREMAN					FUEL TRUCK					
TECHNOCRANE OPER					CONST BUYER					MECHANIC TRUCK					
LIBRA HEAD TECH					MILL FOREMAN					WATER TRUCK					
					PROPMAKER FRMN					MAXI VANS					
STILL PHOTOGRPHR					PROPMAKERS										
					PAINT FOREMAN					STAKEBEDS					
ELECTRIC					PAINTER					HONEYWAGON					
CHIEF LIGHTING TECH					SCULPTORS					BUS/PEOPLE MOVER					
LAMP OPERATOR(S)					PLASTERERS					3-RM TRAILERS					
LAMP OPERATOR(S)					LABORERS					2-RM TRAILERS					
DIMMER OPERATOR										SINGLE TRAILERS					
RIGGING GAFFER					**SPECIAL EFFECTS**					POP-OUT TRAILERS					
RIGGING BEST BOY					SFX SUPERVISOR					DIRECTOR'S TRAILERS					
RIGGING ELECTS					SFX COORD					PRODUCERS' TRAILERS					
					FOREMAN/BUYER					SCHOOL ROOM					
MAKE-UP/HAIR					SET FOREMAN					GENERATORS					
DEPT. HEAD MU					POWDER GANG BOSS					CRANE					
KEY MU ARTIST					SFX TECH/POWDER					CONDOR					
MU ARTIST					SFX TECH(S)					SCISSOR LIFT					
DEPT. HEAD HAIR					MOT. CONTROL TECH					INSERT CAR					
KEY HAIR STYLIST										CAST CAR					
ADDTL HAIR STYLIST					**COMMUNICATIONS**					CAST CAR					
					SATELLITE TECH					CAR CARRIER					
SFX MAKE-UP										PICTURE CARS					
PROSTHETICS															

ALL CALLS PER TRANSPORTATION COORDINATOR

Special Notes:	SPECIAL EQUIPMENT

UPM 1ST ASST. DIR. KEY 2ND ASST. DIR.

DAILY WRAP REPORT

SHOW_____ PROD#_____

DAY_____ DATE_____ SHOOT DAY#_____OUT OF_____

LOCATION_____

CREW CALL_____ SHOOTING CALL_____

FIRST SHOT_____

LUNCH_____TO_____ MEAL PENALTY _____

1ST SHOT AFTER LUNCH_____

SECOND MEAL_____TO_____ MEAL PENALTY _____

1ST SHOT AFTER 2ND MEAL _____

CAMERA WRAP_____ LAST OUT_____

OVERTIME_____

SCHEDULED SCENE NUMBER(S) SHOT _____

UNSCHEDULED SCENE NUMBER(S) SHOT_____

SCENES SCHEDULED BUT NOT SHOT_____

PAGES SCHEDULED_____ PAGES SHOT_____

	SCENES	PAGES	MINUTES	SETUPS
PREVIOUS				
TODAY				
TOTAL				

DAY'S WORK COMPLETED?_____

OF DAYS BEHIND_____

OF DAYS AHEAD_____

FILM FOOTAGE

GROSS TODAY_____ GROSS TO DATE_____

PRINT TODAY_____ PRINT TO DATE _____

NO GOOD_____

WASTE_____

SHORT ENDS_____

NOTES:_____

RAW STOCK ORDER LOG

DATE	QTY.	ROLL LENGTH	FOOTAGE PER STOCK PRICES: 100′ roll: $ 400 roll: $ $1 000′ roll: $ 52 _____	PRICES: 100′ roll: $ 400 roll: $ $1 000′ roll: $ 52 _____	PRICES: 100′ roll: $ 400 roll: $ $1 000′ roll: $ 52 _____	PRICES: 100′ roll: $ 400 roll: $ $1 000′ roll: $ 52 _____	PO#	TOTAL FOOTAGE ENTIRE ORDER	TOTAL PRICE

Vendor:	Order Desk #:	Account #:
Address:	Contact:	After-Hours #:
	Contact s Dir. #:	Pick-up Hours:

RAW STOCK INVENTORY

SHOW_____ PROD#_____

WEEK ENDING_____

		52_____	52_____	52_____	52_____
WEEKLY TOTALS					
Good (Print)					
No Good					
Waste					
TOTAL EXPOSED**					
PURCHASED					
Previously Purchased					
Purchased This Week	+				
TOTAL PURCHASED					
USED					
Stock Used To Date					
Stock Used This Week**	+				
TOTAL STOCK USED					
Total Purchased					
Total Used	–				
Estimated Remaining Stock					
Remaining Stock As per Camera Department					
RAW STOCK PURCHASES MADE THIS WEEK					
P.O.#_____					
P.O.#_____					
P.O.#_____					
P.O.#_____					
P.O.#_____					
\TOTAL:					

CAMERA DEPARTMENT

DAILY RAW STOCK LOG

SHOW							PROD#	
DATE					SHOOT DAY#		FILM TYPE	
CAMERA	MAG#	ROLL	LENGTH	GOOD	NO GOOD	WASTE	TOTAL EXP.	SHORT ENDS

RECEIVED		GOOD	NO GOOD	WASTE	TOTAL EXP.	SHORT ENDS
	TODAY					
	PREVIOUS					
	TO DATE					
	TOTAL EXPOSED ← S.E. EXPOSED TODAY					
	TOTAL UNEXPOSED — S.E. TO DATE UNEXPOSED					
	SHORT ENDS TO DATE UNEXPOSED					
	TOTAL UNEXPOSED ON HAND					

SCRIPT SUPERVISOR'S

DAILY REPORT

PRODUCTION CO._____ DATE_____

SHOW_____ SHOOT DAY#_____

LOCATION_____

DIRECTOR_____ 1ST AD_____

UPM_____ SCRIPT SUPV'R_____

CREW CALL_____ SHOOTING CALL_____

1ST SHOT_____

LUNCH_____

1ST SHOT AFTER LUNCH_____ CAMERA ROLLS_____

2ND MEAL_____

1ST SHOT AFTER 2ND MEAL_____ SOUND ROLLS_____

LAST SHOT_____ WILD TRACKS_____

CAMERA WRAP_____ RESHOOTS_____

SET DESCRIPTION

_____

_____

_____

_____

SCENES COMPLETED

_____

_____

_____

_____

	SCENES	PAGES	SETUPS	MINUTES
SCRIPT TOTAL				
SHOT TODAY				
PREVIOUSLY SHOT				
TOTAL TO DATE				
TOTAL REMAINING				

NOTES:_____

_____

_____

_____

_____

SCRIPT SUPERVISOR'S

DAILY LOG

SHOW			SHOOT DAY#
DIRECTOR		DAY	DATE
CAMERA 'A'		SCRIPT SUPERVISOR	
CAMERA 'B'		SET	
CREW CALL	SHOOTING CALL	FIRST SHOT	WEATHER

CAMERA ROLL	SCENE	TAKE	SOUND	PRINT	TIME	LENS	PAGE CREDIT	SHOT DESCRIPTION

TIME CREDIT: PAGE CREDIT:

Chapter 9

Building Strong Industry Relationships: Making Good Deals and Navigating The Politics

INTRODUCTION

You'll keep hearing over and over again that this business is built on relationships, and that's because it's true. And without a doubt, people hire, do business with, give good deals to, invest in, recommend and trust the people they know and like. So it's not a stretch to say that those connections you develop and nurture throughout your career could very well be one of the most significant keys to your success in this industry.

There are many different types of relationships you'll enter into during your career, and many will prove to be of great mutual value. This chapter focuses on a few of those relationships – those with vendors, production executives, agents and crew. Along with negotiating tips, I'll explain how these strong associations can lead to the ability to make good deals, save money and elicit the cooperation and support we all need when making films.

Although all relationships aren't equal, and you may not be overly fond of everyone you have to interact and do business with, you'd be smart to remain as polite, diplomatic and respectful as you can – even when you're not feeling the love. Because it's not about you or how you may personally feel about someone. It's about what's best for your show. It's about doing your job, trying not to burn bridges, maintaining a good reputation and getting your next job. Contrary to the way some people do business, it is possible to negotiate smart deals, learn to say "no" when necessary and be firm without being a jerk – even if the person you're having to deal or negotiate with is.

Backing up for a moment to the power of quality industry relationships, also included in this chapter is valuable advice from three industry professionals – individuals who have built and maintained solid relationships, stellar reputations and the admiration and respect of those who know and work with them.

VENDORS

Whether you're a production manager getting bids on camera equipment, a post production coordinator deciding on which lab to use, a production accountant relying on a payroll company to have everyone's check ready on Thursday or a best boy ordering cable and gaffer's tape,chances are you're going to be dealing with a wide variety of vendors. Vendors are those people we count on for equipment, wardrobe, props, set dressing, vehicles, materials, services and supplies – from the insurance company that secures our coverage to the guy we order our office supplies from.

Why do you need to develop good relationships with your vendors? For two equally important reasons. One, the more they respect (and like) you the better the deal or rate they're going to be willing to give you! If you're working on a low-budget show, they'll bend over backwards to accommodate your budget, throw in extras whenever possible or match a competitor's lower bid. They'll see you through the tough ones in hopes of making it up on your next show or the one after that – the one with the (hopefully) higher budget. Two, for the security of knowing that you'll be able to depend on them to cover your backside when you need them the most. Loyal vendors will be there to replace a piece of faulty equipment in the middle of the night, open up on a weekend to rush an order out or personally deliver something to you on the set you've decided at the last moment you can't shoot without. It's also been my experience that they can be a terrific networking source. Always searching for new shows (just as we are), I've received several early show leads from vendors who have become pals.

You'll earn vendor loyalty, personal service and good deals by:

- Dealing with them fairly and honestly (those with any amount of experience will know when you're not being honest or sincere)
- Explaining, up front, (to the best of your ability at that point) exactly what your needs are going to be from start to finish
- Giving them a chance to bid on your show (even if someone else you're working with has a relationship with a competing vendor)
- Returning their calls
- Not leaving them hanging, and calling them as soon as a decision has been made, even if they're not the ones chosen for the show/order

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It would also be a worthwhile gesture on your part to send your vendors show T-shirts or hats (any type of show gift) and occasionally invite them to lunch, to join you on the set or to come to your wrap party.

Most vendors will go out of their way to help you as much as they can, but no one wants to feel taken advantage of. So if you're fair, honest and up front about your needs, you'll quickly earn their goodwill and support.

Negotiating with Vendors

When budgeting, don't count on the good deals you think you're going to be able to make. Budget using list prices, do better when you can and keep the amount you've saved as a pad for all the extras you hadn't anticipated. Again, your ability to successfully negotiate good deals with vendors will greatly depend on the relationships you've developed with them. Here are some general negotiating tips:

- Talk to others who do what you do. Find out which vendors they like, the service they're receiving and the deals they're getting.
- Unless your budget is miniscule to begin with, always try to negotiate a deal for at least 20 percent less than what's budgeted. You can always go up a bit if you have to, but by not spending the entire budgeted amount, you'll hopefully have some money left in that account for the additional items you'll need later on – the ones you hadn't anticipated.
- Without being obnoxious, demanding or coming across as if you expect to receive something for nothing, let your vendors know you're hoping for and would greatly appreciate a good deal. (No one likes dealing with a shyster – from either side of the table.) If you need their help and honestly ask for it, they'll generally accommodate you to the best of their ability. It's all in how you ask.
- You may be required to get competitive bids, but even if it's not mandatory, it's a good idea to do it anyway, even if there's only one company or individual you want to use. This way, you know his prices are at least comparable to like-vendors. And if someone you want to use doesn't offer to match a lower bid, ask anyway (nicely). They'll usually comply.
- For years, three-day rentals on equipment (camera packages, grip, electric, etc.), props, set dressing and wardrobe were standard. The standard then became two- and one-day rentals. Now it's not uncommon to negotiate less than one-day weekly rentals. (A one-day weekly rental means that instead of a vendor charging you a per-day rate for each day you have his equipment, he'll charge you the one-day rate for an entire week.)
- There are vendors who can't offer reduced weekly rentals, but they might be able to throw in "extras" that will save you some bucks. For example, say you rent an entire camera package, and the vendor throws in a couple of additional lenses at no charge. You rent an electrical package, and you get extra cable and the truck at no charge. Some vendors will supply you with additional equipment if they have extra in stock.
- Be sure to get a full rate sheet, so you know what add-ons will cost. And confirm that you'll be able to get the same good deal on the add-ons as you're getting besides the main package.
- Get vendors to agree to full or partial refunds for unused expendables (possibly just a restocking fee).
- Some will give you a lower rate if you use their older (but still fully functioning) equipment.
- If you're going to be transporting equipment to a distant location, ask your vendors to cease rental charges during the shipping process. If you're going to use the equipment for only part of the time on location (say, at the beginning of your schedule and then again toward the end) and it's costly to keep shipping it back and forth, many vendors will let you hold onto the equipment and just charge you rental for the days it's actually being used if they don't need it for another customer during the intervening time.
- Make flat and package deals whenever possible.
- Based on studio guidelines (if applicable), whenever possible, work out a better deal in exchange for screen credit or product placement.
- If applicable, apply for student, first-time filmmaker and/or low-budget rates (you may not be able to pay full rate today, but you will tomorrow; and by then, the vendor will have a loyal and steady customer).
- Try to use vendors you've developed good relationships with.
- On very low-budget films, ask if it would be possible for you to make deferred payments.

Once your deal is complete, expect to receive a rental agreement. Your first order of business is to check it over and to make sure that it reflects the deal you negotiated. Also note if the agreement includes replacement values for lost items and an hourly rate to repair damaged equipment. Find out whether you can replace lost items or take it upon yourself to have repairs made on your own (if you can get/do it for less).

Once everything meets with your approval, you may want to send the agreement to your project attorney for review. If you're working for a studio or major production company, having the agreement approved by Legal will probably be mandatory (at least for all major equipment packages). And because all of the studios have previously negotiated with all of the major vendors, you can save a lot of time by asking the vendor for a version of the agreement that's previously been approved by the studio/company you're working for.

STUDIO AND NETWORK EXECUTIVES

Networks, studios and production companies, though very involved in the development process of their projects, will during the pre-production stage, gradually start turning over the responsibility of their shows to the producers they hire. Producers and their crew will progressively take over the day-to-day running of a project during pre-production; and the network, studio and/or production company will oversee the operation. A studio generally has "creative" executives who are going to be concerned with the script, cast and anything to do with the look of the picture. The "physical" production department will be more interested in daily production activities, trouble-shooting and making sure the film stays on budget and on schedule. Although titles may vary slightly from studio to network to independent companies, physical production (also called "production management") departments are generally staffed by a president, executive vice president, senior vice president, vice president, director of and manager of – or any number and combination of individuals with these titles – depending on the size of the company. Some companies also have staff production coordinators who oversee the activities of and assist the production coordinators on each of their company's shows. Studios, networks and many production companies have their own legal or business affairs departments, casting departments, post production departments, insurance departments (or at least one risk manager) and publicity departments – each interacting with cast and crew members as needed. Depending on the company, sometimes, you'll be answerable to one executive, and sometimes to several. The production executive is the liaison between the parent company and the production, and it's not always an easy position to occupy.

It's the production executive's responsibility to stay on top of costs, schedules and all major decisions affecting the shows they're assigned to, but at times, some may appear overly involved – putting off producers, directors and production managers who prefer to keep a polite distance and are forthcoming with no more information then they're absolutely required to provide. If you should find yourself in this situation, understand that the production exec's ultimate goal is the same as yours – to actualize a quality film that remains on budget, on schedule and as trouble-free as possible. In many instances, they're held as accountable for the problems (or successes) of the production as are the producers. With few exceptions, they should be viewed as partners, not adversaries.

The network, studio and/or production company will give the producer, production manager, coordinator and accountant guidelines as to their company's forms, procedures and regulations (usually in the form of a manual). They'll sometimes give you a list of their approved vendors (who will extend the parent company's volume discount to your show), and should be able to give you access to stored office equipment, supplies, wardrobe, set dressing and props left over from previous shows. Some companies will insist on your hiring certain key department heads (directors of photography, production designers, editors, etc.), others will ask that you consider individuals they have previously worked with and like, and still others will just ask for final approval of key department heads. You'll be required to send them copies of all budgets, cost reports, deal memos, contracts, schedules, crew lists, cast lists, call sheets and production reports. Some production executives attend production meetings, accompany you on location scouts, sit in on casting sessions, have input on wardrobe choices and hairstyles and are just very hands-on (every step of the way). Others are much less so.

For someone who's resided on both sides of the fence, it's been my experience that as a whole, production executives are generally accessible, helpful, fair and professional. So making the time and putting forth the effort to develop good working relationships with these individuals is only going to benefit you. They're the people who are going to go to the studio or network and fight for you when you need an extra day to reshoot a scene or for extra money when the director comes up with a new concept. With the influence of the studio/network behind them, they can often solve problems and overcome obstacles that are beyond your control, just as they may have access to resources that are beyond your reach.

Earn the support and regard of the production executives, and they'll not only go the extra distance to help you when necessary, but they'll fight to bring you back to work on other shows. They're also in a position to recommend you (favorably or not-so-favorably) to prospective future employers.

AGENTS

Agencies come in different sizes, from the mega agencies like CAA (Creative Artists Agency), ICM (International Creative Management), UTA (United Talent Agency) and William Morris (all of whom primarily represent A-list clients) to mid-size agencies like the Gersh Agency, Paradigm, Endeavor, Innovative Artists and Montana Artists, and to the smaller boutique-type agencies like Marsh-Best & Associates, the Skouras Agency and Sheldon Prosnit Agency, which employ fewer agents and have a very selective client list. Agents come in different varieties, too. There are those who represent performers and above-the-line talent (writers, producers and directors), literary agents who represent writers and below-the-line talent agents who represent directors of photography, production designers, line producers, production managers, make-up artists, hair stylists, etc.

An agent's job is to market and sell their clients and to negotiate their deals – all while considering which shows, which deals, which connections, which opportunities will advance their clients' careers. And it behooves an agent to develop good relationships with the buyers – the production executives, producers, UPMs, etc. who make the decisions and do the hiring.

As production personnel, the best way we can deal with agents is to be honest and upfront with them from the get-go. Let them know how many other people are being considered for the job or role and be realistic about the financing (is it in place yet?) and the timing (is this a project that's going to be starting soon? And if not, then when?). Let them know how much you can realistically pay their client, and if applicable, the perks that can be offered.

Like in anything else, you'll find agents you thoroughly enjoy working with and talking to, and others you'll want to avoid like the black plague. Whether they're trying to introduce new clients to you, are putting their clients up for a new show, negotiating the best deal they can or calling to make a request on behalf of a client – they're a necessary part of the business. By the nature of their jobs, they have to be assertive, stay on top of what's going on in the business and be aware of who's who and who's doing what if they're going to get their clients' names in front of the right people. That being said, it's not unusual to have to deal with an agent whose people skills leave something to be desired. I've come across my share of those who are pushy, rude, obnoxious and unreasonably demanding.

I remember working on a show once where the lead actress' agent was so dreaded that when she'd call the production office with yet another demand or complaint, several of us would squabble over who would have to take her call. We were seasoned professionals reduced to arguing like children: "I talked to her the last time she called – it's *your* turn now!" or "Oh, no! I had to deal with her yesterday – let *him* do it this time." The highest-ranking person in the office at the time would invariably get the honors, but it was no fun for any of us.

I asked my friend Matt Birch for his advice on this matter, as he's someone who has sat on both sides of this desk – as a production executive and as an agent (great at both by the way) – and he recommends that you start with measured breath. He said that obnoxious agents have to be reminded sometimes that their behavior isn't doing their clients any favors, that they're jeopardizing relationships with buyers, and by extension, limiting future opportunities that might come their way. This business is tough enough without them alienating the people they have to rely on to keep their clients working and happy on a show. He said, though, when you have no choice and have to deal with anyone who's unpleasant (agent or not), that sometimes it's just best to communicate via e-mail. That way everything you need to say is in writing, and there's little room for misinterpretation.

YOUR CREW

I went on an interview once, and the production manager made a point of telling me that he expected the grips to be treated as well as the actors. I've always made an effort to treat everyone fairly, but I never forgot how important it was to this nice man, and it didn't take me long to understand why he always attracted the best crews available.

You'll be treating your crew well by:

- Paying them a fair salary within the parameters of your budget.
- Being honest.
- Making sure they're well fed (by providing the best catering and craft services you can afford).
- Giving them an adequate work space.
- Giving them the equipment and support crew they need (again, within the parameters of your budget).
- Thanking them for a good day's work.
- Not yelling.
- Being accessible to them.
- Listening to their ideas and suggestions.
- Listening to their problems and accommodating their needs to the best of your ability.
- Not saying "no, we can't afford it" without first exploring alternatives and compromises.
- Treating them with respect.
- Sharing information with them.
- Within reasonable limits, allowing for mistakes and room to grow.
- Not changing time cards without first discussing discrepancies with the individuals who have recorded hours you don't agree with.
- Addressing a problem within the privacy of your office instead of on the set in front of the entire crew.
- Supplying them with comfortable accommodations while on location.
- Supporting your office staff by making sure that no crew member is abusive or unfairly demanding of them.
- Giving them as nice of a wrap party and (cast and crew) gift as you can afford. Some productions also throw kick-off parties prior to principal photography, so that those who haven't worked together before can start to bond.
- Finding ways to recognize the many contributions of your production and accounting staff, who are often the unsung heroes of the production.

By adopting these policies, you'll elicit a crew of men and women who will follow you to the ends of the earth. They'll work for less when you're doing lower-budgeted shows; they'll waive meal penalties and overtime; they'll pitch in and help with things that have nothing to do with their job titles; and they'll work hard to make their own good deals with vendors, thus saving you money. You

won't have to worry as much about kick-backs, padded time cards, inflated petty cash expenses, missing equipment or being charged for something that wasn't legitimate. And you'll never have to worry about your ability to assemble a good, reliable crew.

Now, don't get me wrong. I'm not totally living in la-la land and do realize that you can do all of the right things and there will always be those crew members who are less than professional, hard-working, ethical and reliable. I can personally attest to having worked with my fair share of individuals who don't know the meaning of the term *team player*, incessantly complain and find fault, are sloppy and careless, will always try to get away with something and/or will be looking to cash in on every minute of meal penalty or overtime they can get their hands on. There are bullies and slackers and those who can talk a good game but never manage to follow through. The thing is, once you know their game, you can choose not to work with these people again. Over time, you'll learn who to stay away from. Then when you have the ability to hire your own crew – when you're the *decision maker*, you'll be able to cherry-pick from the best, because ultimately high standards will attract high standards.

Negotiating Tips for Hiring Crew

- Department heads will generally work for less if you rent their equipment and/or vehicles.
- If you want to pay someone more than what the studio has allotted for that position, you might be able to do that by way of a (higher) box/kit rental.
- Although some studios set maximum allowable salaries that are carved in stone, others may allow you to pay an individual more than what's budgeted if you can make better-than-anticipated deals elsewhere and show which account(s) the additional monies can be taken from.
- There are always those individuals willing to work for trade-offs: experience, screen credit, the contacts, points, advancement to a higher position, etc.
- If you happen to be fortunate enough to be starting a show when the industry is going through a slow period, you should be able to line up a top-notch crew willing to work for less than their normal rates. People want to continue working, receiving their union benefits, renting their equipment and making new contacts. We're all the most flexible when jobs are the least plentiful.
- Appeal to your friends who aren't working. They too, may be used to higher salaries, but if they're not doing anything else at the moment, they might be willing to help you out. For those who are afraid to commit for fear that something better may come along, agree to let them replace themselves should they be offered a better-paying show before your show is completed. So many film schedules are pushed back or canceled that there's always a good chance they'll be able to finish your project and not have to leave after all.
- If your budget is truly tight, and this is discussed ahead of time, crew members will often consider waiving a certain amount of meal penalty and overtime (as long as they're feeling fairly treated in all other respects). Significant amounts of meal penalty and overtime may often be exchanged for an extra day or two tacked onto a wrap schedule.

AVOID CUTTING OFF YOUR NOSE TO SPITE YOUR FACE

It takes a considerable amount of skill to make good deals and to deliver shows on or under budget, and those adept at this rarely have trouble finding work. Developing this expertise, however, doesn't come about merely by spending less money. The skill is in getting the most value for your money and knowing where to spend in order to save. Too many people in our industry are too busy trying to be heroes by slashing costs, reducing salaries and cutting corners, when in reality, this is often a good way to run into trouble. Many poor decisions are made in the name of saving money; what may appear impressive on paper often turns out to be much costlier in the long run.

If you can afford to pay fair salaries but are paying less for the sake of saving a few bucks, your crew, if feeling unjustly treated, will find innumerable ways to make up that extra money, and then some. Whether it's relating to crew salaries or renting less-expensive, less-than-adequate equipment that may break down and create expensive delays, beware of choices that will ultimately cost you more.

Another tough call to make is on the set at the six-hour meal break or at the end of the day when unforeseen events have created delays. Do you pull the plug? Do you avoid meal penalty and/or overtime only to have to spend another day at a particular location, incur another day (or possibly week) of rentals or have to shoot a sixth day? Taking it one step further, do you pull the plug on a schedule that's running over, taking the chance that if there's not a sufficient amount of footage – you may have to come back for reshoots at a later date? Talk to your key people (department heads and first assistant director) well in advance of making any major decision, and realize that there might be more than one clear-cut answer. Also be aware that no matter how judicious your decision may be, there will always be someone second-guessing you. But don't let that stop you. Have confidence and trust your instincts. In the final analysis, it's important to remember that the mere act of making a decision is often just as important as the decision you make, or you may find yourself standing around all night (on golden time) trying to decide what to do.

When you're working with a tight budget and don't think you can afford to hire someone with a significant amount of experience, think again. You can rarely afford not to. Those with the expertise in the type of project you're doing, in the operation of equipment you wish to use or with the knowledge pertaining to a distant or foreign location you wish to shoot at are more valuable than two or three others with less experience, and they'll ultimately save you both time and money. You will never be sorry hiring the very best people you can afford.

Occasionally, one of your department heads will ask you for something you know for a fact (or just instinctively know) they can do without, and approving the request would lead to unnecessary costs. But for the most part, if you're working with people who have earned your trust, and one of them tells you he needs an extra person or an extra piece of equipment, it's probably because he does. True, it's an added expense you hadn't budgeted for, and this department may be able to do without – but there's also the chance that by denying the request, you may be compromising your schedule or the safety of your crew. This is when things tend to fall between the proverbial cracks, because all bases can't be covered at once. Do you spend more now or risk incurring any combination of delays, overtime, second meals, loss and damage, late-payment charges, reshoots or accidents later on?

So now we're back to spending more for that experienced person who comes to the table with the most-informed, best-qualified answers as to when it's most appropriate to spend in order to save. And this is also where those long-term relationships come in handy, because if you're working with department heads you know and trust, there should be little or no need to second-guess them.

STANDARDS OF BUSINESS CONDUCT

In the past several years, more and more production entities have implemented guidelines that discourage conflicts of interest and discrimination and encourage proper standards of business conduct. One company I was with required all employees to take an online ethics course as a condition of our employment, and I've found that whether you're directed to an online site or handed a booklet (like at Disney), many other companies are doing likewise.

Here are some examples of elements that constitute ethical business practices:

- Respect: The production company is committed to treating all cast, crew and staff members with fairness, dignity and respect – free of any discrimination or harassment.
- Diversity: The production company endeavors to be multicultural and is receptive to the unique talents and potential of every member of its diverse work force.
- Safety: The production company is committed to providing a safe working environment for all employees.

Elements relating more specifically to conflicts of interest include:

- Gifts: The receipt of cash, gifts or services by an employee or member of the employee's family from any organization that does business or can be expected to do business with the production company should be reported to the production executive.
- Influencing Business Transactions: Participating in, approving or attempting to influence others to approve any transaction involving cash, goods or services is prohibited if the employee or a member of an employee's family receives any personal economic gain from the transaction.
- Promotional Items: All merchandise secured for promotional purposes, if not totally expended during production, shall be returned to the company it originated from or disposed of in accordance with the distribution of other company assets.
- Additional Compensation: No compensation, rentals, fees or value substitutions shall be paid to any employee if not specified in that individual's deal memo. Only the production executive is authorized to grant additional compensation.
- Use of Company Information: Employees may not use confidential company information for their personal benefit or the benefit of others.
- Accurate Reporting: All employees are expected to report and record all information and complete all company documents accurately and honestly. This includes time cards, reimbursable petty cash and business expenses, invoices, safety records and all other related documentation.
- Vendors: All employees shall deal fairly with the company's suppliers, treat vendors fairly, avoid unfair buying tactics and favoritism. This is where getting competitive bids for all major rental packages comes in. (See more about competitive bids in Chapter 3.)
- Foreign Corrupt Practices Act and Related Matters: The Foreign Corrupt Practices Act makes it unlawful to give anything of value to foreign government officials, foreign political parties, party officials or candidates for public office for the purpose of obtaining or retaining business for the company or directing business to the company.

If you do an online search for "Standards of Business Conduct," you'll see more examples of these types of programs than you could ever want to know about – more than enough to create some standards for your own production.

POLITICS AND PRINCIPLES

Unfortunately, there are individuals in this industry to whom ethical business conduct is just a vague concept, as they credit their success to being able to create an

atmosphere of fear and intimidation. Many have spent their entire careers as screamers, scammers, egomaniacs and sleazebuckets – with little or no regard for others. (Amazing, huh?) And there are those who thrive on game-playing and one-upsmanship, regarding politics as an extreme sport. Some people can work in this type of environment – even thrive on it. But I never could, and at a certain point in my career, I figured out that I didn't have to. And I was lucky enough to find and stay associated with some truly good people in this industry who never cease to inspire me.

So to enhance this chapter, I've interviewed a few of the people I most admire. They're top industry professionals who are highly respected for the way they conduct themselves in everyday work environments fraught with politics. The following are some of their thoughts on how to succeed and deal with others within this competitive, ego-driven arena.

#1: Jonathan Sanger (*Elephant Man, Frances, Vanilla Sky, Suspect Zero, The Producers*)

Jonathan Sanger is a man with fabulous people skills that are evident in everything he does – even in the way he answers his phone and expresses pleasure at hearing the voice on the other end of the call. Jonathan has several good tips for dealing with people in our industry, although to him, it's not a matter of politics; it's just the way he is.

When dealing with his crews, he doesn't talk down to anyone. He came up through the ranks, understands what they're up against and conveys his understanding and respect for them and the work they do. He makes good deals but doesn't go overboard to save a few bucks. He said the crew knows when you're not being fair, and all they'd have to do is slow down for five minutes a day, and you'd lose more than you could have ever saved by shaving a few dollars off of a few salaries. He prides himself on being fair; and as a result, his crews are supportive and loyal – willing to go the extra distance when necessary.

This doesn't mean Jonathan always gets to play the good guy and never has to make hard decisions. He says that too many people are afraid of making the wrong choices, so they often do nothing, which is worse. If there's a problem affecting the show, whether it's someone on the crew who isn't doing his job, a conflict of personalities, a petulant actor or a budgetary issue, Jonathan believes that you have to act as soon as possible for the good of the entire production. Otherwise, you end up diverting too much time and energy monitoring the problem and not enough on everything else that needs your attention. He says that if you're the one in charge, then you should be willing to take responsibility for your decisions – as long as you have justifiable reasons and can defend your choices.

When it comes to dealing with anyone, including top-level professionals and studio executives, he tries to start all new relationships by finding common ground in any situation. He gives the example of walking into someone's office and seeing a photo of the guy playing basketball. "Great," he thinks to himself, "I like basketball" – so now he has something to start the conversation with instead of jumping right into business.

As it relates to selling projects, making deals, raising financing or dealing with the studio power structure, he clearly demonstrates to others that he knows what he's doing, and that he takes his responsibilities seriously. When a situation gets too politically sticky, he quickly assesses who's involved and the circumstances. Though always up for a good challenge, when faced with too many competing agendas, he says sometimes you just can't be effective enough and it's better to just walk away.

When I asked Jonathan how he deals with someone who's being unreasonable or possibly out of control, he said there are no set guidelines as to how to handle all situations – that sometimes you just have to improvise. Under these circumstances, however, his best advice is to find a way to comfort this person, calm him down, try to understand where he's coming from and attempt to enlist his logic in finding an amenable conclusion.

Jonathan sees the fact that he likes people as one of his best qualities. He's open and gracious and has the ability to get along with all types of personalities. He does this in great part by creating work environments that are enjoyable – not fearful. And he finds value in everyone he deals with. Feeling his respect, others are more open, they give more and there's less friction. I don't know about you, but this is my ideal universe.

#2: A Top Production Exective (who prefers to remain anonymous)

I recently spoke to another friend, who's a production executive at a major studio and who deals with highly political situations every single day. And although he prefers to remain nameless, he had some pretty insightful advice to share. First of all, he says that you need to treat everyone with respect, no matter what their position is. Second, know who you're in business with before you get into business with them. For example, when dealing with a lead actor or director who has little regard for budget constraints, he might build safeguards into their contracts, making them responsible for a sizable percentage of cost overruns. If he knows going in that someone is high-maintenance, he'll build in backup plans to cover a range of possible situations. When producers and directors are contemptuous of the studio's involvement or dismissive when it comes to studio guidelines, my friend endeavors to define their common objectives, reminds everyone

that they're partners in the process and proposes ways for them to share in the responsibility. He says you can't let your own ego get in the way, because when it comes down to it, it's all about respecting the integrity of the work.

#3: Ira Shuman (*Just Married, Cheaper by the Dozen, The Pink Panther, Night at the Museum, The Pink Panther 2, The Spy Next Door*)

Then there's my long-time friend Ira Shuman, who's a talented line producer. The political attributes I see in Ira start with his affable personality. He's easy to talk to, easy to laugh, is patient, fair, accessible, treats everyone with respect, does what he thinks is right for the entire company as well as for the show, and he rarely if ever loses his cool or raises his voice. His philosophy is that you're at work for more hours than you're at home, and you need to be a person – not a machine. And unlike those who separate their personal and professional lives, he prefers to integrate his. He says you have to care about the people you work with, their lives and their feelings. He wears many hats at once – not only that of a producer, but also a husband, a father, a friend, a golfer and sometimes even a parent or coach. As easy as Ira is to work with, he holds the people who work under him accountable, and they know there are consequences to not doing their jobs properly. He sees filmmaking as a team sport and values supportive and loyal team members. When he's working for someone, his goal is to see that person win and to make the best picture possible. When people are working for him, he expects them to be there to help make him win, to support their teammates and to work to the best of their abilities. He says that you can't be a team player and have your own agenda – the team has to come before your personal interests. For those working in a more corporate setting, his advice is pretty much the same – honor your chain of command and make your leader a winner. If that happens, hopefully you'll become a trusted and much-relied-upon member of the department. He adds that you should keep your nose clean, carefully watch what you say, don't deal with others from an emotional level, don't fight the fights you can't win, and should you choose to get into it with someone, carefully ponder the dynamics and consequences before doing so. He says when people around you are playing dirty, you have to honestly ask yourself who you are and exactly how ambitious you are. If this isn't you, nor is it the quality of life you see for yourself, then leave and find a less aggressive arena in which to work. If playing the game to the max and existing in a dog-eat-dog environment is something you're okay with, then jump right in and give it all you've got.

A PRODUCER'S MISSION

Ira is a guest speaker at my USC class each summer, and a couple of summers ago, he came in with what he called his "mission statement." I was so impressed that I asked him for permission to include it in this new edition, because his is a doctrine that will serve us all well – even if you're in a position to act upon only a few of these guidelines:

- Deliver your film for the agreed-upon price.
- Deliver bang for the buck – make it look as if it cost more than what you were given to spend.
- Upgrade past standards.
- Make everyone stretch and do more than they think they can. Work harder and smarter and care more.
- Keep the creative doors open – don't always be the "no" guy. Figure out creative ways to do what needs to be done, but deliver it all for a price.
- Don't allow individual visions and agendas to jeopardize or distract you from the plan.
- Team. Team. Team.
- Lead, follow or get out of the way
- Honor your chain of command.
- Support your leaders to win.
- Service the movie, because it's movie you answer to.

Thanks, Ira! Thanks also to Jonathan Sanger and to Matt Birch for their help with this chapter.

Chapter 10

Deal Memos

INTRODUCTION

This chapter provides a few of the most commonly used deal memo forms. If you need one that isn't here, check with your project attorney or legal affairs department. No one should do a picture without the help of and/or guidance from an entertainment attorney, but for those of you who do much of the legwork on your own before having an attorney check over your work, you can access fundamental industry-related legal guidelines and basic agreements and contracts from books such as Mark Litwak's *Dealmaking for the Film and Television Industry* and *Contract for the Film & Television Industry* (Silman-James Press) and *The Pocket Lawyer for Filmmakers* by Thomas A. Crowell (Focal Press). But again, because this isn't a one-size-fits-all industry, play it safe and have a real entertainment attorney review all of your deals and contract documents.

THE CAST DEAL MEMO

The *Cast Deal Memo* form in this chapter is a sample of what a casting director, casting administrator or producer would fill out after an actor has been set. It's not a contract and is solely meant to confirm the basics of the deal. Also referred to as a *Booking Slip*, a copy is sent to the actor's agent and to all those who need the "booking" information (producer(s), director, UPM, assistant directors, production coordinator, etc.) Full contracts for lead talent are prepared by the production's project attorney, the studio or network's legal affairs department or casting administration department (if applicable) and are typically several pages long. Contracts for supporting talent and day players are often prepared by the production coordinator using standard SAG contract forms or standard studio/network contract forms that include all appropriate guild language. There are several studios, network and production entities that won't allow actors to appear in front of a camera until they've signed their contract, so contracts should be prepared as soon as possible once an actor's deal has been confirmed.

CREW DEAL MEMOS

As for the crew, each employee should be required to sign a contract or deal memo prior to his or her first day of work. Your project attorney or legal department will generally draw up contracts for the producer(s), director, lead talent, casting director, production designer, director of photography, costume designer, editor and music composer. Everyone else gets a deal memo (even interns), so they know up front the exact terms of their employment – what their salary will be (including overtime rates and payment for sixth and seventh days worked), how they will be traveling to location, how much their per diem will be, if they'll be receiving screen credit, etc. Signed deal memos protect both the production company and the employee. It's not unusual for crew members who start shows without deal memos to have to deal with misunderstandings and disappointment later on.

WRITERS' DEAL MEMOS

The *Writer's Deal Memo* and *Writing Team Deal Memo* are, much like the Cast Deal Memo, used only to confirm the basic terms of a deal. They're not substitutes for full contracts and must be immediately followed up by one. Until a fully executed contract is in place, the production doesn't own or control the rights to the story and/or screenplay.

DGA DEAL MEMOS

Unlike previous editions of this book, there are no DGA deal memos in this chapter. The reason for that is that (no matter what type of show) they can be downloaded directly from the DGA website: www.dga.org.

Copies of signed DGA deal memos must be sent to the DGA's Reports Compliance Department (no later than commencement of services), care of the National Office of the Directors Guild of America, at 7920 Sunset Blvd., Los Angeles, CA 90046. Their phone and fax numbers are as follows: (310) 289-2000 (phone) and (310) 289-2029 (fax).

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The deal memos and agreements included in this chapter are intended as basic guidelines. You and your legal advisor may want to make changes and/or incorporate additional specific provisions or conditions to the terms of employment as they relate to your production. Many producers also issue forms attached to deal memos, which employees are requested to sign, acknowledging that they have received, reviewed, and thoroughly understand company policies and guidelines pertaining to such things as: safety, sexual harassment, environment concerns, standards of business conduct, confidentiality and filmmakers' code of conduct.

Give each member of the crew a copy of his or her signed deal memo (including all attached riders and forms of acknowledgment). Copies should also be given to the production manager, production accountant and/or payroll service. The original should be retained for the company's master files.

Note: loanouts are required to have valid corporations and federal tax ID numbers, and they should complete a Crew Deal Memo in addition to a Loanout Agreement and Inducement form (see agreement form in Chapter 3).

FORMS IN THIS CHAPTER

- Cast Deal Memo
- Crew Deal Memo
- Writer Deal Memo
- Writer Team Deal Memo

CAST DEAL MEMO

PRODUCTION COMPANY _____ DATE _____

ADDRESS _____ PHONE# _____

_____ FAX# _____

SHOW _____ EPISODE _____

CASTING DIRECTOR _____ PROD# _____

CASTING OFFICE PHONE# _____ FAX# _____

ARTIST _____ SOC. SEC.# _____

ADDRESS _____ PHONE# _____

_____ MOBILE# _____

ROLE _____ START DATE _____

☐ ACTOR	☐ THEATRICAL	☐ DAY PLAYER
☐ STUNT	☐ TELEVISION	☐ 3-DAY PLAYER
☐ SINGER	☐ CABLE	☐ WEEKLY
☐ PILOT	☐ MULTIMEDIA	☐ D/PU - DAILY TO WEEKLY
☐ DANGER	☐ INTERNET	☐ D/PU - DAILY TO DAILY

COMPENSATION $ _____ Per ☐ DAY ☐ WEEK ☐ SHOW

	NO. OF DAYS - WEEKS	DATES
TRAVEL		
FITTINGS		
REHEARSAL		
PRINCIPAL PHOTOGRAPHY		
ADDITIONAL SHOOT DAYS		
POST PRODUCTION DAYS		

DRESSING ROOM _____

PER DIEM - EXPENSES _____

_____

TRANSPORTATION - TRAVEL _____

_____

_____

HOTEL ACCOMMODATIONS _____

_____

_____

OTHER _____

_____

_____

BILLING _____

_____

_____

☐ PAID ADVERTISING

(Continued)

AGENT _____ OFFICE# _____
AGENCY _____ FAX# _____
ADDRESS _____ MOBILE# _____
_____ E-MAIL _____

MANAGER _____ OFFICE# _____
MANAGEMENT CO. _____ FAX# _____
ADDRESS _____ MOBILE# _____
_____ E-MAIL _____

PUBLICIST _____ OFFICE# _____
P.R. FIRM _____ FAX# _____
ADDRESS _____ MOBILE# _____
_____ E-MAIL _____

☐ LOANOUT
CORP. NAME _____ FED. ID# _____
ADDRESS (If Different From Above) _____
_____

EMPLOYER OF RECORD _____
ADDRESS _____ PHONE# _____
_____ FAX# _____

APPROVED BY _____

TITLE _____ DATE _____

CREW DEAL MEMO

PRODUCTION COMPANY _____

SHOW _____ PROD# _____

NAME _____ SOC. SEC. # _____

ADDRESS _____ HOME PHONE# _____

_____ CELL# _____

POSITION _____ START DATE _____

UNION/GUILD AFFILIATION _____ ☐ Exempt ☐ Non-Exempt (to be paid on an hourly basis)

RATE **IN TOWN** $ _____ ☐ per hour ☐ per week for a ☐ 5 ☐ 6-day week GUARANTEED HOURS _____

6TH DAY IN TOWN @ _____ 7TH DAY IN TOWN @ _____

RATE **ON LOCATION** $ _____ ☐ per hour ☐ per week for a ☐ 5 ☐ 6-day week GUARANTEED HOURS _____

6TH DAY ON LOCATION @ _____ 7TH DAY ON LOCATION @ _____

BOX/EQUIPMENT RENTAL $ _____ CAP FOR SHOW (if applicable) $ _____

CAR ALLOWANCE $ _____ ☐ per day ☐ per week ☐ MILEAGE REIMBURSED @ _____ per mile

TRAVEL/ACCOMMODATIONS _____

_____

_____

PER DIEM $ _____ ☐ RENTAL CAR *Type of Vehicle* _____

OTHER _____

_____

_____

☐ LOANOUT

CORPORATION NAME _____ FED ID# _____

STATE OF INCORPORATION _____

ADDRESS (if different than above) _____

_____

AGENT _____ AGENCY _____

ADDRESS _____ PHONE# _____

_____ E-MAIL ADDRESS _____

EMPLOYER OF RECORD _____

ADDRESS _____ PHONE# _____

_____

SCREEN CREDIT: Screen credit is at the sole discretion of the Producer. If awarded screen credit, how would you like your name to read? (Please print *clearly* in space below):

_____

All other aspects of Employee's credit, if any, will be subject to the discretion of the Producer.

(Continued)

All services hereunder are subject to the terms and conditions of any applicable collective bargaining agreement and in accordance with the Immigration Reform and Control Act of 1986 and other applicable laws. Any offer of employment to Employee is conditioned upon satisfactory proof of applicant's identity and legal ability to work in the United States.

If a daily rate is indicated, services are for a minimum period of one day. If a Weekly rate is indicated, services are guaranteed for a minimum period of one week and prorated thereafter in accordance with applicable collective bargaining agreements. There is no other guarantee of the period of services. All "travel only" and idle days shall be paid at their minimum guaranteed compensation or allowance as provided for in the applicable collective bargaining agreements, if any.

Employee agrees that no sixth (6^{th}) or seventh (7^{th}) day, holiday, forced call or overtime prior to call or after wrap will be paid unless authorized in advance by the UPM.

Employee acknowledges that the production is not responsible for the theft, loss and/or damage of Employee's personal property or box rental items.

All results and proceeds of Employee's services will be deemed to be a work made for hire specially commissioned by and for Producer within the meaning of the copyright laws of the U.S. or any similar or analogous law or statute of any other jurisdiction. Accordingly, Producer will be the sole and exclusive owner of the Results for all purposes, including, but not limited to, all copyrights to the Results (and any renewals or extensions thereof) together with the right to exploit the Results in the Program and otherwise in connection with the distribution, exhibition, advertising and exploitation of the Program or any part of the foregoing in any and all media and by any and all means, now known or hereafter devised, throughout the universe in perpetuity.

Employee acknowledges that this picture may be the subject of "behind the scenes" photography, which may be used in connection with the exhibition, distribution, advertising, publicity, promotion and/or other exploitation of the picture and hereby consents to such photography and use of the Employee's name, voice or likeness therein without any further compensation to Employee and hereby consents to such usage.

Employee agrees not to participate directly or indirectly in the dissemination of information concerning Producer or the Program to individuals or entities, including without the limitation, texting, blogging by Employee or otherwise, or the use of social networking services including without limitation, Twitter, MySpace, Facebook and the like without the Producer's prior written consent in each instance.

If Producer breaches this Agreement, Employee's sole remedy will be an action at law for money damages. In no event will Employee be entitled to seek injunctive or other equitable relief nor will Employee have the right to enjoin the production, exhibition, or other exploitation of the Program. Furthermore, Employee will; not have the right to terminate the rights granted under this Agreement or rescind this Agreement by reason of such breach. This Agreement constitutes the entire understanding between Producer and Employee with respect to the subject matter of this Agreement and cannot be modified except by a written amendment signed by the parties.

Accepted By _____ Date _____
Employee Signature

Approved By _____ Date _____
Producer or UPM Signature

WRITER DEAL MEMO

PRODUCTION COMPANY _____ DATE _____

ADDRESS _____ PHONE# _____

_____ FAX# _____

SHOW _____ PROD# _____

EPISODE _____ SHOW LENGTH _____

BASED ON *(if applicable)* _____

WRITER _____ PHONE# _____

SOCIAL SECURITY# _____ FAX# _____

ADDRESS _____ E-MAIL _____

_____

FORM
[ ] Story
[ ] Screenplay
[ ] Teleplay
[ ] Rewrite
[ ] Sketch
[ ] Plot Outline – Narrative Synopsis of Story
[ ] Option for Screenplay/Teleplay
[ ] Pilot
[ ] Polish
[ ] Narration
[ ] Format
[ ] Bible

TYPE OF PROGRAM
[ ] Theatrical
[ ] Movie for TV
[ ] Short Film
[ ] Episodic/Drama
[ ] Mini-Series
[ ] Comedy/Variety
[ ] Documentary
[ ] News
[ ] Quiz & Audience Participation
[ ] Other Non-Dramatic Program

METHOD OF DISTRIBUTION
[ ] Film
[ ] Network
[ ] DVD
[ ] Pay TV
[ ] Basic Cable
[ ] Syndication
[ ] Internet
[ ] Mobile

DATES OF EMPLOYMENT _____

_____

COMPENSATION _____

_____

ADDITIONAL TERMS OF EMPLOYMENT _____

_____

_____

BILLING *(subject to final WGA determination)* _____

_____

 PAID ADVERTISING

WRITER'S AGENT _____ DIRECT# _____

AGENCY _____ PHONE# _____

ADDRESS _____ FAX# _____

_____ E-MAIL _____

(Continued)

☐ LOANOUT
CORPORATION NAME _____
ADDRESS _____
_____

FEDERAL ID# _____

CONTRACT PREPARED BY _____

DATE SENT OUT _____

APPROVED BY _____

TITLE _____ DATE _____

WRITER TEAM DEAL MEMO

PRODUCTION COMPANY _____ DATE _____

ADDRESS _____ PHONE# _____

_____ FAX# _____

SHOW _____ PROD# _____

EPISODE _____ SHOW LENGTH _____

WRITERS _____ _____

SOC SEC# _____ _____

ADDRESS _____ _____

_____ _____

PHONE _____ _____

FAX _____ _____

E-MAIL _____ _____

FORM
[ ] Story [ ] Sketch [ ] Polish
[ ] Screenplay [ ] Plot Outline – Narrative Synopsis of Story [ ] Narration
[ ] Teleplay [ ] Option for Screenplay/Teleplay [ ] Format
[ ] Rewrite [ ] Pilot [ ] Bible

TYPE OF PROGRAM
[ ] Theatrical [ ] Mini-Series [ ] News
[ ] Movie for TV [ ] Comedy/Variety [ ] Quiz & Audience Participation
[ ] Short Film [ ] Documentary [ ] Other Non-Dramatic Program
[ ] Episodic/Drama

METHOD OF DISTRIBUTION
[ ] Film [ ] Pay TV [ ] Internet
[ ] Network [ ] Basic Cable [ ] Mobile
[ ] DVD [ ] Syndication

DATES OF EMPLOYMENT _____

_____

COMPENSATION _____

_____

ADDITIONAL TERMS OF EMPLOYMENT _____

_____

_____

BILLING *(subject to final WGA determination)* _____

_____

_____

 PAID ADVERTISING

WRITER'S AGENT _____ DIRECT# _____

AGENCY _____ PHONE# _____

ADDRESS _____ FAX# _____

_____ E-MAIL _____

(Continued)

☐ LOANOUT
CORPORATION NAME _____
ADDRESS _____
_____

FEDERAL ID# _____

CONTRACT PREPARED BY _____

DATE SENT OUT _____

APPROVED BY _____

TITLE _____ DATE _____

Chapter 11

Unions and Guilds

INTRODUCTION

This is an aspect of the industry that changes every few years – collective bargaining agreements are renegotiated, becoming a union or guild signatory becomes more attainable for lower-budgeted productions, added contracts are being offered for new forms of media, and rates, guidelines and benefits are revised. To help you interpret and remain compliant with the numerous working terms and conditions of union contracts, all major studios, networks and payroll companies have in-house Labor Relations personnel to guide you through the world of unions and guilds (especially when it comes to navigating the multitude of rules associated with each) and to handle the grievances that are occasionally made against productions when contract provisions are violated (or perceived to be violated). Your project attorney should also be knowledgeable about union/guild guidelines and be able to advise you as to which unions and/or guilds represent the employee base you need to make your particular project. More importantly, whether you have a labor relations expert or entertainment attorney available to counsel you on these matters or not, you should have a good working knowledge of the terms and conditions of all union contracts and guild agreements, how each one could affect your production and the ultimate sale of your project and just what you're getting yourself into by signing – or not signing – with one, some or all of them.

The following is a brief summary of the basics with the exception of the Directors Guild of America (DGA), which is a bit more extensive, just because the DGA relates more directly to what the typical readers of this book are doing or want to do, and several of you – if you're not already – would like to someday become a member of the DGA. And as for SAG, you'll find much more information on working with actors and key SAG guidelines (including the employment of minors) in Chapter 12.

To learn more about any union or guild, go to their respective websites (listed at the end of the chapter) to find contracts, membership information, signatory information, rates, forms and particulars about their programs, branch offices and so forth.

AN OVERVIEW OF INDUSTRY UNIONS AND GUILDS

All major studios, networks and many independent production companies are signatory to certain basic union and guild agreements, the most common being the Screen Actors Guild (SAG), which represents actors, stunt coordinators, stunt performers, professional singers, puppeteers, airplane pilots, professional dancers (under some circumstances, swimmers and skaters as well) and background actors; the Directors Guild of America (DGA), which represents directors, unit production managers and assistant directors in film and associate directors and stage managers in tape; the Writers Guild of America (WGA), which represents writers; the International Alliance of Theatrical Stage Employees (IATSE or IA, also known as the "craft" locals), covering various crew classifications (each represented by their own local); and the Teamsters, with jurisdiction over drivers and location managers. (Note that although the Teamsters represent location managers on the West Coast, location managers are represented by the DGA on the East Coast. It's also interesting to note that the Teamsters now represent casting directors on both the East and West Coasts.)

The American Federation of Television and Radio Artists, or AFTRA, is another national labor union that represents performers as well as journalists and other artists working in the entertainment and news media. With regard to the music used in your show, you may well be hiring union musicians who are members of the American Federation of Musicians of the United States and Canada. The AFM represents professional musicians, protects ownership of recorded music and secures benefits for its members. Another labor organization, less prominent in the type of productions covered in this book (but worth mentioning), is the National Association of Broadcast Employees and Technicians – NABET, which represents broadcast and cable television workers employed in broadcasting, distributing, telecasting, recording, cable, video and sound recording industries in North America.

Many of the unions and guilds, in addition to having offices in both Los Angeles and New York, have additional branch offices in various other locations throughout the

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country. The IA doesn't have branch offices, but does maintain individual locals (also known as "studio mechanics locals") in various different cities. To locate any of the unions or guilds you'd like information on, start by visiting their websites (listed at the end of this chapter).

UNION VERSUS NONUNION SHOWS

The differences between union and nonunion shows are considerably less when low-budget union and guild agreements are thrown into the equation, but generally, figure on paying quite a bit less for payroll fringe benefits on nonunion employees than you would for union employees. (The percentages vary a bit depending on state income tax and workers' compensation rates.) Not only are salaries and fringes less, but payments for overtime and other penalties are only those minimums set forth by state and federal wage and hour laws (it's important to keep in mind that there are always state and federal wage and hour minimums to be mindful of where there is no collective bargaining agreement/union contract in place). On the other hand, free of certain regulations, a nonunion DP can also operate (although under certain circumstances, a DP can now operate with proper notice under an IA agreement), production assistants and other crew members can drive their own trucks, you can hire a two-person sound department instead of a three-person crew, and you can hire grip/electricians as needed instead of grips and electricians or one extra hair/make-up person rather than one of each. Also, when filming in any of the 21 right-to-work states in the U.S. (Alabama, Arizona, Arkansas, Florida, Georgia, Idaho, Iowa, Kansas, Louisiana, Mississippi, Nebraska, Nevada, North Carolina, North Dakota, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia and Wyoming), individual crew members aren't required to become union members. Right-to-work laws give employees the right to decide for themselves whether to join or financially support a union. It also makes it easier for producers looking to assemble a nonunion crew to work in those states.

There are advantages and disadvantages to both, for the company and the employee. Determining factors as to whether a show should be union or nonunion will usually depend on the budget, where it's being shot, the affiliation and fringe benefit demands of key crew members and whether the company releasing the film has any previously existing union or guild obligations.

Depending on what side of the fence one is sitting on, these are the things to be considered in relation to unions and guilds: (1) As an individual, should you join, what are the advantages of union membership and are you eligible to join? (2) As a producer (and if you have a choice), with which unions and guilds, if any, should you negotiate or sign collective bargaining agreements?

BECOMING A UNION MEMBER

The eligibility requirements for membership differ with each union and guild, because each has its own set of variables, depending upon the classification you're seeking. It's definitely advantageous to become a member of a union or guild, as their collective bargaining agreements provide benefits such as overtime, meal penalties, health insurance, pension and vacation and holiday pay. Although preferable to the longer hours and lower wages generally associated with nonunion shows, union and guild membership isn't open to just anyone who wants in. It's actually quite difficult to join most of the unions and guilds, because a primary function of their existence is to protect the employment of their current membership.

Contact the union or guild you're interested in joining to inquire about their membership and eligibility requirements. You need only to sell a script to a signatory company to become a member of the Writers Guild. With a special talent or ability or an accumulation of three background actor vouchers, you can become a member of SAG. Many other unions and guilds require that you work a specified number of hours or days at a particular job classification and prove a certain level of expertise in a given field. Some locals require that you work at least 30 days in a certain capacity on covered shows to apply for placement on the Industry Experience Roster. The Industry Experience Roster for most of the below-the-line unions is administered by Contract Services Administration Trust Fund (CSATF). (CSATF also administers safety training for the below-the-line unions. See the end of this chapter for contact information.) Those on the roster are given "preference of employment" over those not on the roster for work assignments. For more information on membership, contact the union or guild you're interested in, and they'll provide you with requirement guidelines or refer you to their website. Find out what the requirements are, and set up a file box to start accumulating all the necessary paperwork in order to verify your past work experience.

In the pursuit of union membership and/or roster placement, you have to keep careful records documenting your work history. Even if you're far from reaching your goal, gather and track the substantiating employment data as you go along, because it's difficult to go back and collect pieces of information long after a production has been completed. Keep copies of things such as deal memos, paycheck stubs, call sheets, production reports and crew lists. Some unions will require letters from producers or department heads you worked under confirming work dates and job responsibilities. Occasionally, you'll also be asked for proof of screen credits or employment verification records from the payroll company.

BECOMING A UNION SIGNATORY

As a producer, it'll be your responsibility to determine which unions and guilds are best suited to work with you on your project. When it's not predetermined by a studio, network or distributor, it's the producer who decides which unions and guilds (if any) to sign with. And as a producer, you would have to consider the following: Will your budget accommodate union wages and benefits? Will the film be shot in a metropolitan area where you're likely to be visited by picketers should you decide not sign a particular union agreement? Are there certain people you want on your show who are union members and will not work for you unless you become signatory to their contract?

Most of the unions and guilds now offer a wide range of agreements to accommodate all types of production, including theatrical motion pictures, basic cable, prime time network television, documentaries, short films, commercials and new media – the lower-budget agreements offering less-expensive pay scales and more-flexible working conditions to those who qualify.

These special contracts are usually made available to companies who would not otherwise be able to sign union agreements, and they allow the production entity to pay union benefits to cast and crew members who might not otherwise receive them. Each agreement comes with its own qualification guidelines and requirements. Check to see if you qualify before assuming that you can't afford to become a signatory. Also be aware that representations regarding budget levels are typically subject to careful audit scrutiny.

MORE SPECIFICALLY

The following is further information on the unions and guilds we deal with the most.

Screen Actors Guild (SAG)

Established in 1933, SAG is America's largest union representing actors. With 20 branches nationwide, they represent more than 120,000 actors who work in film and digital motion pictures and television programs, commercials, video games, industrials, music videos, Internet and all other new media formats.

Screen Actors Guild offers contracts for Theatrical Films, Television, Commercials, Industrial and Educational Films and New Media. Full contracts and digests of contracts (which contain basic rates and regulations) as well as digests for both East Coast and West Coast Background Actors can be found on SAG's website. Most forms are only accessible to signatory companies.

SAG has also added iActor to their website – an online casting directory that exclusively features SAG members and provides automated Station 12 cast clearance. Available to all casting directors working on signatory productions, iActor allows casting professionals to search through members' headshots, resumes and media by any combination of terms, such as gender, ethnicity, special skills or credits. Members can even use the service to email an electronic copy of their resume to casting directors directly, any time of the day or night.

After recent labor negotiations, SAG has clearly established jurisdiction in new media, which covers programs with initial distribution on the Internet, mobile devices or any other platform known or hereafter adopted. SAG members are able to work on new media projects as long as the producers of those projects are signatory to the appropriate SAG contract. There's no fee associated with signing the Screen Actors Guild New Media Agreement, and performers working under this agreement are free to negotiate their own pay scale (keeping in mind minimum wage laws). Initial compensation for performers covers unlimited streaming, with residuals due for continued new media exhibition only for programs with a final total cost of $25,000 or more per minute that are also exhibited on a consumer pay platform beyond the 26th week after it's exhibited on a consumer pay platform.

Visit www.sag.org/newmedia for further information.

SAGIndie

SAGIndie is made possible by a grant from the Screen Actors Guild–Producers Industry Advancement & Cooperative Fund and the letter "R." Its philosophy is that just because your film isn't produced by a studio doesn't mean you can't use professional talent. In fact, input from independent producers continues to help SAG revise and improve its low budget agreements – the Short Film Agreement, Ultra-Low-Budget Agreement, Moderate-Low-Budget Agreement and Low-Budget Agreement – all of which must be shot in the United States. And the Modified Low-Budget and Low-Budget Agreements stipulate that films made under these contracts must have an initial theatrical release.

You can review these agreements online, but here's an overview of each of them.

Short Film Agreement

- Total budget of less than $50,000
- 35 minutes or less
- Salaries are deferred
- No consecutive employment (except on overnight location)
- No premiums
- Allows the use of both professional and non-professional performers
- Background performers not covered

Ultra-Low-Budget Agreement

- Total budget of less than $200,000
- Day rate of $100

- No step-up fees
- No consecutive employment (except on overnight location)
- No premiums
- Allows the use of both professional and nonprofessional performers
- Background performers not covered

Modified Low-Budget Agreement

- Total budget of less than $625,000
- Day rate of $268
- Weekly rate of $933
- No consecutive employment (except on overnight location)
- Six-day workweek with no premium
- Reduced overtime rate

Low-Budget Agreement

- Total budget of less than $2,500,000
- Day rate of $504
- Weekly rate of $1752
- No consecutive employment (except on overnight location)
- Six day work week with no premium
- Reduced overtime rate
- Reduced number of background performers covered

Additionally, SAG offers a Diversity-in-Casting Incentive and Background Performer Incentive to filmmakers utilizing particular low-budget agreements. They can be found on the SAGIndie website: www.sagindie.org.

Note that SAG doesn't offer low-budget agreements for television productions. Also, all SAG agreements require that the producer show proof of copyright ownership to the screenplay prior to the start of principal photography. This requirement impacts the guild's security interest in maintaining its rights, especially with regard to residual obligations.

Performers are eligible to join Screen Actors Guild after working on a SAG film in a principal role, gaining "Taft/-Hartley" status 15 days after the first day of work or by meeting background actor entry requirements.

AFTRA

Founded in 1937, the American Federation of Television and Radio Artists is the nation's second largest performers union. Headquartered in Los Angeles with 32 Locals and Chapters throughout the country, AFTRA represents more than 70,000 performers, recording artists and broadcast journalists working in the entertainment and news media. Their scope of representation covers broadcast, public and cable television (news, sports and weather; dramas, comedies, animated programs, soaps, talk and variety shows, documentaries, children's programming, reality and game shows); radio (news, commercials, hosted programs); sound recordings (CDs, singles, Broadway cast albums, audio books); video games; nonbroadcast and industrial material as well as Internet and digital programming. AFTRA offers a wide variety of contracts and agreements that cover TV programs, radio and TV commercials, nonbroadcast/industrial projects, interactive, sound recordings and various forms of new and experimental media at all budget levels. AFTRA has an open membership policy and there are no eligibility requirements, so any person who has performed or intends to perform professional work in any one of AFTRA's jurisdictions may join. For more information or to join online, visit www.aftra.com.

Please note that as it pertains to television programs, video games, commercials and nonbroadcast/industrials – a production that's shot on film is eligible to become a SAG signatory only, whereas a show that's shot on videotape is usually covered by AFTRA. A digital media production is eligible to become signatory to either SAG or AFTRA.

Directors Guild of America (DGA)

The DGA offers two basic agreements and several other agreements and sideletters (sideletters are used to "supplement" basic agreements) – all designed to cover various types of projects and budgets. They include:

- The Basic Agreement, covering theatrical motion pictures (as well as television and basic cable)
- The Freelance Live and Tape Television Agreement, covering wages and working conditions for network, non-network, variety, prime-time, nonprime-time, quiz and game shows
- Low-Budget Sideletter to the Basic Agreement: these agreements offer varying levels of compensation to DGA members based on the film's budget (up to $9,500,000) and are subject to the members on the project being able to negotiate better terms. If a picture fails to get a domestic theatrical release and is released to DVD, pay or free TV, it remains classified as a theatrical motion picture for purposes of the Basic Agreement and the Low-Budget Agreement – as long as it's not actually developed for television or financed in excess of 50 percent by a television network or broadcaster. Otherwise, the production company is then liable for the difference in salaries between what was paid under the sideletter and applicable wages provided for in the standard basic agreement.
- National and Midwest Commercial Agreements
- Documentary contracts, covering documentaries made for theatrical, free television, pay television, cable television and video release

- Experimental Project Agreement (for a project with a budget of no more than $50,000 and a running time of not more than 30 minutes, intended to serve as a "resume piece" for a director and not for commercial release)
- Industrial Supplement to the National Commercial Agreement (for nontheatrical productions)
- Basic Cable Sideletter (for projects under certain budget caps)
- Internet/Mobile Device Sideletters for a single project, original series or derivative series
- Reality Television Agreements

All DGA agreements are based upon the type of show, the show's length, budget and form of initial exhibition. On independently produced projects, the DGA requires a payroll deposit prior to principal photography to insure salary payments (and pension, health and welfare contributions) to DGA-covered crew members. You can review all DGA contracts and sideletters by going to their website, www.dga.org.

Getting into the DGA

If you think you might like to pursue a career as a DGA, starting as a second assistant director, there are a couple of different ways to get into the Guild. Although the competition is stiff, the best route is via one of the official training programs – the 400-day Assistant Directors Training Program on the West Coast or the 350-day Assistant Director Training Program in New York. Both programs consist of on-the-job training, seminars and special assignments. Trainees are assigned to work on the sets of various feature films, television series, etc. under the supervision of DGA members – primarily second assistant directors. Upon completion of the program, graduates are qualified to join the DGA as second assistant directors.

The Directors Guild–Producer Training Plan (which administers the Assistant Directors Training Program) is headquartered in Los Angeles. Established in 1965 by the Directors Guild of America and the Alliance of Motion Picture and Television Producers, it's governed by a board of trustees consisting of representatives from both the DGA and the Association of Motion Picture and Television Producers (AMPTP). Applications are available each fall for the following year's training program and can be downloaded from the training program's website. After the applications are reviewed, a certain number of individuals (the exact number is subject to change each year) are invited to the "assessment center," and then, if considered eligible, are invited to be interviewed. A class is then selected to participate in the training program.

The requirements for the training program require that applicants:

- Be eligible to work in the United States
- Have a high school diploma
- Have demonstrated an interest in and/or have experience in the motion picture and television, entertainment or related industries and at least one of the following:
  - A Bachelor or Associate degree from an accredited college or university
  - Certification of current enrollment specifying that you will complete your coursework and graduate with an Associate or Bachelor degree no later than the date specified on the most current application
  - Written proof that of having attained at least a level E-5 in a branch of the U.S. military service (along with a copy of an official DD Form 214 or a document on official letterhead, identifying the separation date and the condition of honorable discharge)
  - Two years (520 actual work days) of full-time paid employment (or its part-time equivalent). Applicants may also use a combination of college credits and work experience to meet the eligibility requirements. The combination must equal two years.

To find out more about this program, what's expected of a trainee and/or to download an application, go to www.trainingplan.org. The phone number of the DGPTP is: (818) 386-2545.

In New York, each year the DGA Assistant Director Training Program accepts a limited number of applicants into their program. The number is determined by the employment outlook for the coming year in the motion picture industry in New York. On average, the program receives between 250 and 300 applications from around the country, and of that total, between five and seven candidates are accepted. Applicants must be U.S. citizens or permanent residents. A four-year college degree and some industry experience is recommended but not essential. Applicants who are accepted are then invited to take an exam that's held in New York City once a year. The exam consists of a battery of tests designed to evaluate problem-solving skills, interpersonal orientation, verbal ability and critical thinking. Those candidates who rate the highest on the written exam are then scheduled for a one-on-one half-hour interview with assessment consultants. Of those, about 20 candidates are chosen to interview before the board; of those, the trainees are selected for that year's program.

For more information on the New York DGA Assistant Director Training Program, go to www.dgatrainingprogram.org or call: (212) 397-0903.

If you're not able to get into the DGA through one of the training programs, another way in is via the *Third Area Qualifications List* (Article 14-500), which allows production companies in certain instances to hire nonqualified and/or nonunion second second assistant directors or additional second assistant directors when shooting outside of the Southern California and New York metropolitan areas. You're allowed to work third area on a

union show in one of these capacities (before you've accumulated 120 work days and are placed on the Third Area Entertainment or other Entertainment Qualifications List) – if you live locally. (Note, however, that the company must first consider those who live locally who are already on the appropriate Qualifications List.) Once your days (and all required substantiation) have been accumulated, you can apply to be placed on the Third Area Qualifications List, which is administered by DGA Contract Administration (DGACA). DGACA will inform you if everything is in order, and a copy of that letter along with your application package will be passed on to the DGA. The Guild then has 30 days in which to agree or object to your application. If they have no objection, you're placed on the Qualifications List, and it's then up to you whether to join the DGA (or not). If you work under this provision while on a DGA project, you have to join while working on the production. If you're submitting days from all nonunion work, you can then choose to join "on placement."

Third Area is considered anywhere outside of the Southern California area, which expands from San Luis Obispo to the U.S.–Mexican border and the New York tri-borough area. For a second assistant director, first assistant director, unit production manager or associate director/technical coordinator, 75 percent of the 120 required days must be spent with the actual shooting company and no more than 25 percent may be spent in prep or office work. For Directors, 78 of the 120 days have to be in directing the actual shooting of film or tape. Likewise, Stage Managers or Associate Directors in the live and tape television industry employed 120 days (or six years in the nationwide feed of television motion pictures) are also eligible to be placed on the Qualifications List.

On the West Coast, to be placed on Southern California Entertainment Qualifications List, you can work on nonunion shows for a total of 400 days as a second assistant director, first assistant director, UPM, technical coordinator or associate director/technical coordinator. (Under certain circumstances, you can also work on a DGA-covered show where an exception has been made to the Qualifications List rule, for a project such as a low-budget basic cable show or low-budget feature film.) The Southern California Entertainment Qualifications List is also administered by the DGACA. For ADs and UPMs, no more than 25 percent of those days may be spent in prep and 75 percent must be spent with the actual shooting company. For directors, at least 260 days need to be in directing the actual shooting of film or tape. Stage managers or associate directors in the live and tape television industry must be employed 400 days or six years in the nationwide feed of television motion pictures.

The New York–based DGA Commercials Contract Administration administers the Commercials Qualifications List, which covers the New York and Southern California Areas as well as the Third Area. Check out their website (www.dga-cql.org) for specific requirements for placement on the Commercials Qualifications List as a second assistant director. Any individual who has been placed as a commercial second AD is eligible for interchange to the New York Basic List in the same category. In order to be eligible to interchange to the Southern California Entertainment Qualifications List as a second AD, you would need to upgrade to a Commercial first AD. This requires documentation of having worked at least 150 freelance days as a second AD, with no fewer than 75 days of work on commercial productions.

If you're working as an AD or UPM on a nonunion film that becomes a signatory during the course of the production or you're hired early on, before a new production entity signs a DGA contract, you may work on the show as an incumbent. As an incumbent, you'll be required to join the DGA, but once you've completed your assignment on that show, you'll still have to finish fulfilling your days, which means that your work options may be somewhat limited. You can collect days on certain shows that are considered "exceptions" (specific low-budget basic cable and low-budget feature films). It's also possible to be hired as an incumbent on a DGA project, if the company signing a new DGA agreement is eligible for incumbents. Also remember that you have to be a second second AD or additional second AD and a local hire in the Third Area where work is being performed to be eligible for that provision.

Information about getting placed on an Entertainment Qualifications List can be found at www.dgaca.org (Southern California and Third Area) or www.dgaca-east.org (New York).

DGA members are also subject to a residency requirement, under which they're required to declare affiliation to a specific production center (Los Angeles, New York, Chicago, Florida, etc.). Although the production center need not be the city in which they live, it's generally where most of their work is generated from. If a DGA member were to live in Omaha, Nebraska, for example, and he were to claim Los Angeles as his production center, he could work in Los Angeles as a local (meaning that the production company would be under no obligation to pay air fare, hotel or per diem for this person), and he could work in Omaha as a local as well. A DGA member can switch production centers once a year.

Creative Rights

In 1964, the DGA formed the Creative Rights Committee, a special negotiating committee to obtain acknowledgment for the rights of directors. These rights are encapsulated in the *DGA Creative Rights Handbook*, used not only by directors to keep apprised of their rights but also by the companies that employ them. During the 1996 negotiations, the committee also created the *Code of Preferred Practices*. The Code is a set of guidelines that the studios and networks have agreed is the way the directing process should work. In 1999, the Creative Rights Agreement was

revised, and the issues contained within continue to be addressed. While adhering to these guidelines is voluntary, they express the sense of the Committee as to preferred industry practices. Contact the DGA for a copy of the Creative Rights Handbook.

When it comes to DGA membership, programs and/or policies, call them directly or visit their website (you'll find that information at the end of the chapter).

Writers Guild of America (WGA)

The WGA represents feature film and television writers as well as those who write for reality and game shows, animation, independent films, nonfiction projects, new media and video games. Headquartered on both coasts (WGA, West and WGA, East), the contracts they offer include their standard TV and theatrical contracts as well as an Informational Program Contract (for nonbroadcast films and videos) and a Low-Budget Agreement (for screenplay sales of films budgeted at $1.2 million and less). The WGA also covers writing for new media projects.

A new media program is considered a "derivative" when it's based on TV show or movie and is produced by a signatory company for the Internet, a mobile device or any other platform thought of as new media by the industry. Under the 2008 Theatrical and Television Basic Agreement (2008 MBA), the WGA negotiated minimum compensation and other terms for Derivative New Media programs. An original new media program (one that is not "derivative" of an existing television program) is covered by the 2008 MBA if the signatory company employs or purchases literary material from a professional writer, or if the actual cost of the production exceeds any one of the following limits, even if the writer is not a professional writer: $15,000 per minute of program material as exhibited; or $300,000 per single production as exhibited; or $500,000 per series of programs produced for a single order.

If you go to wga.org, you'll find an enormous amount of information, forms, contracts and guidelines. Included is a list of signatory literary agents and agencies, very useful, as WGA members must be represented by an agent/agency that has entered into an agreement with the Guild covering minimum terms and conditions between the agents and their writer clients. Also on the website is a Writer's Collaboration Agreement (to be used by writers working together on a project); helpful checklists and a variety of other resources for both writers and signatory producers.

The process of determining screen credits starts at the completion of principal photography, when a production company is required to submit completed copies of a form called *Notice of Tentative Writing Credits*, along with a copy of the completed screenplay, to the Guild and to each participating writer. The company must list the names of all participating writers and propose the writing credit the company, in good faith, believes to be an accurate credit. If the writer agrees with the credits proposed by the company, the writer does nothing, signifying his/her acceptance. If, however, after reading the final script, the writer wishes to discuss the credits with the other participating writers involved before deciding whether to protest the tentative credits, the writer may call the guild, and the guild will make reasonable efforts to arrange for such a discussion. If, however, after reading the final script, a writer wishes to protest the tentative writing credits, he or she would send a written protest to both the company and the guild within a specified amount of time. If no protest is received during the allotted time, the credits, as proposed by the company, become the final writing credit on the project. Should there be a dispute, credits are determined by arbitration. You'll find much more detail on the determination of credits and the arbitration system by going to the WGA website.

The International Affiliation of Writers Guilds includes the Australian Writers Guild (AWG), Writers Guild of Canada (WGC) (English-speaking), Société des Auteurs de Radio, Télévision et Cinéma (SARTEC) (Canada, French-speaking), Irish Playwrights & Screenwriters Guild (IPSG), New Zealand Writers Guild (NZWG), Writers Guild of Great Britain (WGGB), Writers Guild of America, East (WGAE) in New York and Writers Guild of America, West (WGAW) in Los Angeles. Associate members are France's Union Guilde des Scénaristes (UGS), and Mexico's Sindicato de Trabajadores de la Produccion Cinematografica (STPC).

The Producers Guild of America (PGA)

Not a part of the collective bargaining unit, the Producers Guild of America (PGA) is categorized as a trade organization rather than a labor union. With offices in Los Angeles, New York and Philadelphia, the PGA came about as a result of two pivotal mergers: the 1962 union of the Screen Producers Guild and the Television Producers Guild and the 2001 joining of the PGA and the American Association of Producers (AAP), which represented a group of associate producers in videotape television. This subsequent merger created an organization that represents the interests of the entire *producing team*, which was defined as all those whose interdependency and support of each other are necessary for the creation of motion pictures and television programs. In 2002, however, the Producers Guild expanded their definition of a producing team as well as its membership base by creating the New Media Council, which covers producers of web-based projects, games, CD-ROMs and a variety of other digital and new media.

The PGA provides its members with job listings and continued training opportunities. They promote environmentally responsible practices in filmmaking, and as part of their Producers Code of Credits, pursue an aggressive and public legal strategy against productions that continue to utilize deceptive screen credits.

As their mission statement declares, "the PGA represents, protects and promotes the interests of all members of the

producing team." And those members include executive producers, producers, co-executive producers, supervising producers, senior producers, line producers, co-producers, associate producers, segment producers, production managers and supervisors, visual effects producers, supervisors and coordinators, post production supervisors and managers and production and post production coordinators.

The requirements for union and guild (and trade organization) membership differ with each entity, because each has its own set of variables, depending upon the classification you're seeking.

THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS (AMPTP)

The Alliance of Motion Picture and Television Producers is an integral part our industry's unions and guilds; Alan Wu, counsel for the AMPTP, describes this organization as follows:

> *The Alliance of Motion Picture and Television Producers (AMPTP) is a management organization representing motion picture and television producers, broadcast networks and cable networks in collective bargaining negotiations with virtually all of the guilds and unions in the entertainment industry. Among them are the Directors Guild of America, the Screen Actors Guild, the Writers Guild of America, the American Federation of Television and Radio Artists, the American Federation of Musicians, the International Alliance of Theatrical Stage Employees, and the Basic Crafts (which include the International Brotherhood of Electrical Workers Local 40, Plumbers Local 78, Teamsters Local 399, Laborers Local 724, and Plasterers Local 755). The AMPTP negotiates 80 industry-wide collective bargaining agreements on behalf of over 350 companies.*

The AMPTP also provides services in connection with the implementation and interpretation of the various contracts entered into between the AMPTP and the guilds and unions in the entertainment industry. They take part in industry-wide grievances and arbitrations as well. The AMPTP isn't involved in the daily operations of its member companies with respect to the employment of personnel under the various collective bargaining agreements; those functions lie with the signatory producers who are the employers under those agreements.

CONTRACT SERVICES ADMINISTRATION TRUST FUND

Contract Services Administration Trust Fund is the entity that specifically maintains the Industry Experience Roster and coordinates qualifications committees, develops and administers safety, training and apprenticeship programs, administers controlled substance abuse testing, collects and maintains I-9 files, schedules expedited arbitrations, handles step two conciliation committee grievance hearings and handles material breach claims.

SAG, DGA AND WGA: FORMS AND REPORTS

The three most common guilds that productions become signatory to are the Screen Actors Guild, the Directors Guild and the Writers Guild, and each has its own very distinct set of forms, reports and guidelines. As a signatory to SAG, DGA and/or WGA, you'll have access to the appropriate agreements outlining the regulations and pay scales as they relate to your individual production. The DGA and WGA offer copies of all of their agreements/contracts and forms on their websites. SAG offers a digest of its contracts, with complete contracts and forms available to signatory companies.

The following is a list of the most often used guild contracts and report forms. Not on this list are pension, health and welfare or gross earning report forms. The reporting of such are functions of either your production accountant or the payroll company handling your show and are not generally prepared by production personnel.

- SAG Daily Contract for Television Motion Pictures or Videotapes
- SAG Minimum Three-Day Contract for Television Motion Pictures or Videotapes
- SAG Minimum Freelance Weekly Contract for Television Motion Pictures or Videotapes
- SAG Daily Stunt Performer Contract for Television Motion Pictures or Videotapes
- SAG Stunt Performer's Minimum Freelance Three-Day Contract for Television Motion Pictures
- SAG Stunt Performer Minimum Freelance Weekly Contract for Television Motion Pictures or Videotapes
- SAG Daily Contract for Theatrical Motion Pictures
- SAG Minimum Free Lance Contract for Theatrical Motion Pictures
- SAG Stunt Performer's Daily Contract for Theatrical Motion Pictures
- SAG Stunt Performer's Minimum Freelance Weekly Contract for Theatrical Motion Pictures
- SAG Performer Contract for Interactive Programs
- SAG Taft/Hartley Report
- SAG Taft/Hartley Report – Background Actor
- SAG Theatrical & Television Sign-In Sheet
- SAG Actors Production Time Report (Exhibit G) – submit copies to SAG once a week
- SAG Casting Data Report – to be submitted within 10 business days of wrap

- SAG Casting Data Report for Stunt Performers and Coordinators Only
- SAG Casting Data Report – Low-Budget, Affirmative Action
- SAG Final Cast List Information Sheet
- SAG Member Report ADR Theatrical/Television
- DGA Project Information form
- DGA Deal Memos
- Weekly Work List
- Quarterly Employment Data Report
- DGA Commercial Project Listing Form
- DGA Commercial Director Notice of Employment
- WGA Notice of Tentative Writing Credits – Theatrical
- WGA Notice of Tentative Writing Credits – Television
- WGA Notice of Tentative Writing Credits for New Media
- WGA Weekly Writers Worklist
- WGA Application to Collaborate – Television (to be used when a writer-production executive and a writer who isn't a production executive collaborate on an episode of an episodic series. It must be completed and submitted prior to the rendition of writing services between both parties.)
- WGA Certificate of Compliance – Television (to be used when a writer-production executive and a writer who isn't a production executive collaborate on an episode of an episodic series. It must be filed with the Guild on or before the submission of the Notice of Tentative of Writing Credits for each episode but after the completion of writing services.)

UNION AND GUILD CONTACT INFORMATION

The Screen Actors Guild (SAG)
Website: www.sag.org
National Office – Hollywood
5757 Wilshire Blvd.
Los Angeles, CA 90036-3600
(323) 954-1600

National Office – New York
360 Madison Ave., 12th Floor
New York, NY 10017
(212) 944-1030
(See Chapter 12 for more SAG contact information.)

The Directors Guild of America (DGA)
Website: www.dga.org
Los Angeles Headquarters
7920 Sunset Blvd.
Los Angeles, CA 90046
(800) 421-4173 (toll-free); (310) 289-2000

New York Headquarters
110 West 57th Street
New York, NY 10019
(212) 581-0370; (800) 356-3754 (toll-free)

Chicago Headquarters
400 N. Michigan Ave., Suite 307
Chicago, IL 60611
(312) 644-5050; (800) 600-6975 (toll-free)

Writers Guild of America, West (WGAW)
Website: www.wga.org
7000 W. Third Street
Los Angeles, CA 90048
(323) 951-4000; (800) 548-4532 (toll free)

Writers Guild of America, East (WGAE)
Website: www.wgaeast.org
555 W. 57th Street, Suite 1230
New York, NY 90019
(212) 767-7800

The Producers Guild of America (PGA)
Website: www.producersguild.org
8530 Wilshire Blvd., Suite 450
Beverly Hills, CA 90211
(310) 358-9020

PGA East Chapter
100 Avenue of the Americas, 11th Floor
New York, NY 10013
(212) 894-4016

International Alliance of Theatrical Stage Employees (IATSE)
Website: www.iatse-intl.org
General Office
1430 Broadway, 20th Floor
New York, NY 10018
(212) 730-1770

IATSE Los Angeles Office
Website: www.iadistrict2.org
10061 Riverside Dr., Suite 825
Toluca Lake, CA 91602
(818) 762-9995

To locate an IA Local anywhere in the United States or Canada, go to www.iatse-intl.org/directory/search.asp.

TEAMSTERS
Studio Transportation Drivers
Teamsters, Local 399 (L.A.)
4747 Vineland Ave.
North Hollywood, CA 91602
(818) 985-7374

Theatrical Teamsters, Local 817 (New York)
One Hollow Lane, #309
New Hyde, NY 11042-1215
(516) 365-3470

Teamsters, Local 714 (Chicago)
Website: www.teamsters714.org
6815 W. Roosevelt Rd.
Berwyn, IL 60402
(773) 242-3215

American Federation of Television and Radio Artists (AFTRA)
Website: www.aftra.org
New York Local
260 Madison Ave., 7th Floor
New York, NY 10016
(212) 532-0800

Los Angeles Local
5757 Wilshire Blvd., 9th Floor
Los Angeles, CA 90036
(323) 634-8100

Chicago Local
One East Erie, Suite 650
Chicago, IL 60611
(312) 573-8081

For a further list of AFTRA locals, go to www.aftra.com/locals/llocals.htm.

National Association of Broadcast Employees and Technicians – a sector of the Communications Workers of America (NABET-CWA)
Website: www.nabetcwa.org

Local 16 – New York City 501
Website: www.nabet16.org
80 West End Ave., Rm.
New York, NY 10023
(212) 757-7191

Local 53 – Los Angeles Area
Website: www.nabet53.org
1918 W. Burbank Blvd.
Burbank, CA 91506
(818) 846-0490

Local 41 – Chicago
Website: www.nabet41.org
203 North Wabash, Suite 2118
Chicago, IL 60601
(312) 372-4111

For a further list of NABET locals, go to www.cwa-union.org/about/nabet-locals/.

Alliance of Motion Picture and Television Producers (AMPTP)
Website: www.amptp.org
15301 Ventura Blvd., Building E
Sherman Oaks, CA 91403
(818) 995-3600

Contract Services Administration Trust Fund (CSATF)
Website: www.csatf.org
2800 Winona Ave.
Burbank, CA 91504
(818) 565-0550

I needed a lot of help to make sure that the information in this chapter was accurate, and I couldn't have done it without the generous contributions of: Krysten A. Brennan, Vice President Labor Relations, Walt Disney Pictures; Sahar Moridani from the DGA; Elizabeth Moseley from SAG; Sharline Liu from the WGA; Christopher de Haan from AFTRA; Tina Rodriguez from the Directors Guild-Producer Training Plan and Alan Wu from the AMPTP.

Chapter 12

Principal Talent

INTRODUCTION

This chapter used to start with what to do after an actor's been cast, but I've come to realize just how important it is for producers and directors to know as much about the actors they're interested in before they make any offers. It's not just a question of whether actors are good at their craft, how well they may physically fit a role or whether their rate is within budget. There are other somewhat less obvious factors to take into consideration before an actor is cast that may be equally as significant.

- Will your actors show up on time, be prepared, be professional and be team players?
- Do they require certain perks, and what are they?
- Do they come with an entourage (assistants, their own hair/make-up/wardrobe people; personal chef, nutritionist, trainer, driver, nanny, etc.)?
- Do they need to be driven to and from the set each day?
- Are they cooperative when it comes to behind-the-scenes/publicity interviews, photos and promotional appearances?
- On top of their perks, do they require exorbitantly expensive hair cuts/hair pieces/extensions/hair products?
- Do they have any special dietary requests?
- Are they physically able to handle the demands of the roles?
- Are they committed to any other shows that might be a challenge for your schedule?
- Do they have any time restrictions or an unwillingness to work more than so many hours a day?
- If your show involves animals, are they comfortable working around that type of animal?

I could go on, but I'm sure you get it. Talk to their agents and managers, and talk to the producers, directors and UPMs who have worked with them before (people who will tell you things that their agents and managers won't). Find out what they're like to work with from as many people as you can find. And if you choose to cast someone who's known to be high-maintenance or who has exceptional needs, you'll know what you're getting into ahead of time, will have budgeted (time and money) accordingly and will be prepared.

Most actors are hard-working and professional and will become an invaluable part of the team as long as they're treated with respect, the show is prepped and run in a professional manner, it stays pretty much on schedule and they're rarely kept waiting.

WITH A LITTLE HELP FROM TECHNOLOGY

As in every other aspect of the industry, technology has streamlined the casting process. There are multiple websites where a production can post a breakdown of roles being cast. There are several sites where producers, directors and casting personnel can look at actors' headshots and resumes and software that allows videotaped readings to be uploaded for producers, directors and studio executives to see (from wherever they are). Actors can log on and download watermarked scripts and sides, and contracts can be e-mailed and printed anywhere. The process has been radically streamlined, with the biggest challenge being keeping personal information (going out over the Internet) private.

The casting system software of choice these days is Cast It Systems. It's a complete Internet-based audition and casting management service that (among other features) allows talent to audition from anywhere in the world, while you control who sees which auditions and when. For more information on Cast It, go to http://castitblog.com.

FOLLOW-THROUGH AFTER AN ACTOR'S BEEN CAST

Once an actor has been set for a particular role, SAG requires the casting office to send a booking slip to the actor's agent. This needs to be issued no later than the day preceding the actor's first day of employment and contain verification of the role, a minimum guaranteed number of days or weeks of employment and salary. What most studio and independent casting offices (or producers) do now is to issue a deal memo (which contains all of that information and usually more), and e-mail it to the agent at the same time it's being e-mailed to everyone else who needs it – certain studio executives, the producer, director, UPM/production supervisor, production coordinator and production accountant.

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Once the production office has the actor's name, address and phone number and the actor's agent's name and phone number, a member of the production staff will (1) notify Wardrobe of the actor's name and phone number (so a fitting can be scheduled), (2) deliver, send or e-mail the actor a script (if it hasn't already been downloaded by the actor via casting software as mentioned above), and (3) will arrange a physical exam for insurance purposes (if applicable).

The production office will need a certain number of 8×10 head shots of each performer cast. They were traditionally sent by the agents, but now these photos can just be downloaded from the Internet. Several copies are then made – one copy staying on file in the production office and/or being tacked up in the office, and others are distributed to: assistant directors, Wardrobe, Hair, Make-Up, Special Make-up Effects (if prosthetics are required), Background Casting (as a guide for locating suitable stand-ins and photo doubles), the Stunt Coordinator (as a guide for locating appropriate stunt doubles) and to the Unit Publicist. Depending on the amount of prep time needed and the availability of a performer, Hair, Make-Up and Special Make-Up Effects should be notified of cast bookings as soon as possible, so wig fittings, hair coloring and/or body molds can be scheduled as needed.

When the entire cast has been set, the casting (or production) office will issue a final cast list. Partial cast lists should be done prior to all roles being set. (See Chapter 6 for a sample cast list.) A cast list should be sent to your SAG representative as soon as a majority of the roles have been set.

Cast lists should also be sent to a predetermined distribution list. (Make sure that cast lists are given to your wardrobe, hair, makeup and transportation people.) Some (called "Confidential" Cast Lists) contain additional information such as the actors' deals, their Social Security numbers, etc., but those are only given to a select few: the producer, production manager/supervisor, assistant directors, production coordinator and production accountant. Actors' deals are not for general distribution.

A final cast list, detailed on the designated SAG Final Cast List Information Sheet, is to be submitted to the Screen Actors Guild no later than 120 days after the completion of principal photography or 90 days after the completion of post production, whichever is sooner. (If the Guild is holding a security deposit, the final cast list is submitted directly after the last performer's payroll following principal photography.)

Contracts for lead talent are usually prepared by a studio or network's Legal Affairs or Casting Administration department or by the production's entertainment attorney and are several pages long. Sometimes the casting office prepares standard SAG contracts for supporting cast and day players, but most commonly, they're prepared and sent out from the production office with all company-related riders and appropriate tax (W-4, I-9, W-9 and inducement) forms attached. The production office staff also prepares contracts for stunt performers, pilots, singers, dancers and upgraded extras. Studios, networks and some production companies have their own version of standard SAG contracts that they'll e-mail or give to the production coordinator on a CD, and independent companies that don't have their own contract forms are able to download standard SAG contracts from the SAG website once their production becomes signatory. Generally, at least four or five copies are prepared for signature, so there are enough originally signed copies for those who need them.

Once contracts are completed, they're sent to the respective agents for review. They can be sent via courier, mail or FedEx, but most are e-mailed, along with all applicable tax forms and riders. They can be printed and signed in an agent's office, or the agent can forward the paperwork (via e-mail or hard copy) to his client for signature. When it comes to standard employment contracts, once reviewed and approved by the agents, they will let their clients know that they're "okay to sign," and then the actors will be presented with the contracts (and attachments) to sign on-set on their first day of work. Standard employment contracts must be available for signature no later than the first day of employment.

Because schedules change, day player contracts are often prepared (and sent to an agent to review) with the work date left off. The date is filled in and the contract completed the evening before an actor works and is sent to the set the next day for signature. Concern about schedule changes is one thing, but be careful when communicating with a day player if there's a chance that the part may be canceled all together. Sending an actor a script (or sides) and/or having Wardrobe contact the actor constitutes an engagement, even if a firm work date hasn't yet been given and a contract hasn't yet been drawn up.

When a contract is presented to an actor, all lines, spaces, boxes, etc. that need to be signed or initialed should be clearly tagged to mark the spot. And contracts need to be checked to make sure that everything that needs to be signed and completed is done before the actor leaves for the day.

The casting and/or production office will Station 12 each actor, stunt performer, pilot, etc. – a service SAG provides to make sure that performers are in good standing with the Guild prior to reporting for work. When a production becomes signatory, the casting director is given a Caller ID number to use when clearing talent, and the process is done by calling into SAG Station 12, by faxing in a *Station 12 Performance Clearance* form or by logging onto SAG's website and going to iActor – SAG's online casting service, which includes Station 12 clearance. Station 12 requires the name, Social Security number (or SAG number), start date and role type of each performer

to be cleared. Once the requests are made, SAG will verify that performers are cleared to work.

Performers can be cleared up to 45 days prior to their start dates, and the burden is on the production company (and not the actor) to notify the Guild of all the SAG performers hired. For those not cleared to work, SAG will advise you to have the performer/member call the Station 12 area to give the performer information regarding what needs to be done for the performer to be cleared. Reasons that performers may not be cleared to work when processed through Station 12 might be: (1) they're delinquent in the payment of guild dues and must pay before being cleared to work; (2) they must be Taft/Hartleyed or they may fall under the category of "must pay" status for membership (after having been Taft/Hartleyed previously). It's therefore advantageous to clear an actor as soon as possible, so these additional steps (if necessary) can be taken. The fine for not clearing a performer who's not in good standing with the Guild is presently $500.

Station 12 offices can be reached as follows:

Los Angeles
(323) 549-6794 (phone)
(323) 549-6792 (principal fax)
(323) 549-6793 (background fax)

Outside of L.A.
(800) 836-1768 (fax)

New York
(212) 827-1418, ext. 1419 (phone)
(212) 768-9154 (fax)

Once a contract has been signed by an actor, it should be returned to the production coordinator. A copy of each contract, all accompanying tax forms, and a copy of the Exhibit G (officially called the *Actors Production Time Report*), which includes the actors' signatures for each day of filming, should be turned in to the production accountant. Note that a payroll check can't be withheld from an actor who hasn't yet signed a contract as long as the actor has submitted a W-4 or W-9 and I-9.

Make sure the actors' work times listed on the Exhibit G are the same as the times listed on the Daily Production Report, and that the actors' signatures on the report are in ink. The top (original) copies of the SAG Time Sheets should be sent to SAG approximately once a week (to the attention of their Signatory Records Department). A photocopy of each time sheet should be attached to the corresponding Daily Production Report.

The production coordinator will have the producer countersign the SAG contracts after they've been signed by the actors and will then distribute all fully-executed copies (unless the studio or network has a casting administrator whose responsibility it is to handle and distribute all signed contracts). Originally signed copies should be sent to the studio or network (if applicable), to the production executive, to the production accountant, to the actor's agent (or the actor if the actor doesn't have an agent), and copy should be placed in the production files. A copy of each contract should also be sent to SAG.

WORK CALLS

The assistant director will give all "first" work calls to the casting office. They, in turn, will call all respective agents with detailed information as to the time, location and scenes to be shot the following day. The assistant director will usually follow through and call the actors that evening to confirm that they've received calls from their agents and have been given the proper information. The assistant directors will also handle all work calls other than first calls.

If actors call the production or casting office to find out their calls for the next day, they should be informed as to what the call sheet reads, but it must be made clear that this is not a final call and is subject to change. Actors should be reminded that the assistant director will call them each evening with a definite work call for the next day.

Production should make sure Casting gets a call sheet each day and is kept up to date on all schedule changes. Your SAG representative should be informed of schedule changes as well.

PERFORMER CATEGORIES

SAG members are classified by category as follows:

- Schedule A: Day performers
- Schedules B and C: Freelance weekly performers (determined by the amount of compensation paid to the performer)
- Schedule D: Multiple-picture performers
- Schedules E and F: Contract performers (determined by the amount of compensation)
- Schedule G-I: Professional singers employed by the day
- Schedule G-II: Professional singers employed by the week (a professional singer is a person who is employed primarily to sing a set piece of music on a given pitch, either as a solo or in a group requiring unison, melody, and harmony)
- Schedule H-I: Stunt performers employed by the day
- Schedules H-II and H-III: Stunt performers employed by the week (depending on their salary)
- Schedule H-IV: Stunt performers under term contracts
- Schedule I: Airline pilots – a pilot who is employed to fly or taxi aircraft (including helicopters) before the camera in the photographing of motion pictures
- Schedule J: Dancers – a performer who is professionally-trained, doing choreographed routines requiring rehearsals, such as ballet, chorus dancing, modern dance, tap dancing, jazz dancing, acrobatic dancing or skating

- Schedule K-I: Stunt coordinators employed by the day at less than the "flat deal" minimum
- Schedule K-II: Stunt coordinators employed by the week at less than the "flat deal" minimum
- Schedule K-III: Stunt coordinators employed under "flat deal" contracts
- Schedule X-I: Extra performers employed in the Los Angeles, San Diego, San Francisco, Hawaii and Las Vegas zones
- Schedule XII: Extra performers employed on motion pictures based in New York and in the New York Extra zones

Note that puppeteers don't have a separate schedule.

All categories are determined by the amount of compensation received by the performer. Compensation rates are determined at the contract year's end and are adjusted yearly.

STUNT PERFORMER CATEGORIES

- Stunt double (Daily Performer Contract) may perform only for the character he or she agreed to double. Any other stunt work performed on any given day requires an additional contract.
- Utility stunt (Weekly Performer Contract) may double more than one character during a single day and may perform any other stunt work that might be required without an additional contract(s) for these additional services. This type of employment is permitted only when hired under a weekly stunt contract.
- ND stunt: nondescript stunt or generic stunt work is designated on a daily contract. Such performer may not double a specific character without an additional contract for that day.

INTERVIEWS

Day performers (TV and theatrical) aren't paid for interviews if they're dismissed within one hour from the time of their appointment. If detained beyond one hour, the performer is paid at straight time in one-half hour units. Three-day performers (TV) and weekly performers (TV and theatrical) don't receive compensation unless they're required to speak lines given them to learn outside of the studio or they're kept waiting for more than one hour. All interviews or auditions for television or theatrical films must have sign-in sheets available.

WORKWEEK

The performer's workweek consists of any five consecutive days out of seven consecutive days; or, on an overnight location, any six consecutive days out of seven consecutive – as designated by the producer on each production unit. Any performer or background actor who works on the designated sixth or seventh day of the workweek isn't entitled to premium pay unless such a day is the performer's sixth or seventh consecutive day worked.

Performers are entitled to an additional day's pay for work on the fifth day of the workweek that spills over, that is, goes past midnight, into a sixth day of work. They're not entitled to premium pay for such work on the sixth day unless they're required to report for an additional call on the sixth day.

Producers are allowed to switch the production workweek (without penalty) once, to get on a Monday through Friday workweek, or once off and then back on, to a Monday through Friday workweek. Performers are entitled to payment for any days off beyond four between switched workweeks. Further, performers are entitled to premium payment if between switched workweeks they don't receive at least one day off.

REST PERIODS

Actors working in town being given studio calls are entitled to a rest period of 12 consecutive hours from the time of dismissal until the first call for the next day, whether for makeup, wardrobe, hairdressing or any other purpose.

For a nearby location where exterior photography is required on the day preceding and the day following the rest period, the rest period may be reduced from 12 to 10 hours once every fourth consecutive day. The rest period may not be reduced from 12 to 10 hours on the first day of each performer's employment in a television production. There's also a provision that allows for the rest period to be reduced by 15 minutes at the end of a workday for makeup and wardrobe removal (if no assistance is required) without the time counting toward meal penalty or rest period violations. (This provision doesn't apply to performers working on an overnight location.)

On overnight locations, the 12-hour rest period may be reduced to 11 hours twice a week, but not on consecutive days. This is permitted on theatrical films only. If a performer reporting to an overnight location arrives at the hotel after 9 p.m. and doesn't work that night, the performer may be given a ten-hour turnaround. A performer who's required to travel by air for more than four hours to a location may not be called for work without a ten-hour rest period.

All performers are entitled to one weekly rest period of 56 hours or 54 hours, provided they're not called before 6:00 a.m. on the first day of the following week. On a six-day location week, the weekly rest period is 36 hours. Violation of either the daily or weekly rest period is known as a "forced call" (rest period violation), and the penalty is one day's pay or $900 for day performers and

one day's pay or $950 for weekly performers, whichever is the lesser sum.

CONSECUTIVE EMPLOYMENT

Performers are generally paid on a consecutive day's basis from the first day they're instructed to report for work, or when shooting on any overnight location, beginning with the travel day, which constitutes the first day of employment. For example, weekly freelance players scheduled to work on a Monday and Tuesday, on hold Wednesday and Thursday, and scheduled again for Friday, will be paid for the entire week, even if they're not given a work call for Wednesday and Thursday. Additionally, because they're employed by the production company for the entire week, they're subject to being called in for work on Wednesday or Thursday should there be a change in schedule.

Weekly performers who are on hold for several days during the schedule and are then called back to work for another day or two can't be taken off of payroll as weekly performers and converted to a daily contract when called back for those additional days. These actors must be compensated on a weekly basis until their services on the film are completed.

A day performer can be converted to a weekly performer or may be returned on a weekly basis as a drop/pick-up. For a drop/pick-up schedule to exist, the performer must first be on a day player contract and must be notified of the pick-up date before wrapping the original engagement. The intervening time must be for more than 10 calendar days for films produced in the United States, and 14 calendar days for films produced outside the United States. Under these circumstances, compensation need not be given for the intervening time, and the performer is independent of any responsibility to the production. Day performers picked up on a weekly contract may be given an "on or after" pick-up date (which refers to a specific date or the following day), thus allowing the producer a 24-hour leeway. Day performers picked up on another day player contract must be given a specific pick-up date. One such break in employment is allowed for each performer per production. A weekly performer may never be converted to a day performer contract. On episodic television only, day performers earning not less than two times minimum scale can be recalled once during each episode without payment for the intervening time. Consecutive employment doesn't apply to stunt performers, unless the stunt performer has dialogue and/or a role.

Recalls for looping, added scenes, process shots, trailers, retakes, etc. after the close of an actor's work in principal photography shall break consecutive employment. Performers may be recalled at their contractual rate provided such additional services are commenced within four months (six months for theatrical motion pictures, pilots or long-form television motion pictures) after termination of their employment. After the four- or six-month period, performers are free to renegotiate their contracts for any additional work requested by the producer.

TRANSPORTATION AND LOCATION EXPENSES

Transportation to overnight location supplied by the producer must be first-class. If six or more performers travel on the same flight and in the same class on jet flights within the continental United States, then coach class shall be acceptable. For interviews and auditions only, a performer may travel other than first class on a regularly scheduled jet aircraft. Bus transportation for a relatively short distance and train transportation (in the best class available) are acceptable.

In addition to single room accommodations, the producer is to provide per diem meal allowance at not less than the current minimum scheduled rates. If the minimum rates aren't sufficient to meet prevailing reasonable costs for meals on a specific location, the producer must make appropriate adjustments. Producers must pay the per diem prior to the day or week of work. If the per diem is paid by check, then facilities must be made available to cash such checks.

LOOPING

Day performers may be recalled to loop for a four-hour session and paid one-half of their contractual daily salary. A day player (not being recalled and working on a picture for the first time) must receive a full day's pay for a looping session. Weekly freelance performers recalled to loop after completion of principal photography for four hours or less are paid an additional one-half day's pay. If more than four hours are required, a full day's pay shall be required.

Producers may negotiate for a specified number of loop days to be included in a Schedule F performer's contract and for one looping day for a day player guaranteed $5,000 or more per day.

DUBBING (THEATRICAL MOTION PICTURES ONLY)

Producers are required to employ performers at rates not less than specified in SAG's current Dubbing Agreement when dubbing a SAG theatrical motion picture into a language other than English in the United States.

THE EMPLOYMENT OF MINORS

Performers 18 years of age or younger are considered minors unless they're legally emancipated, married, a member of the Armed Forces or have satisfied the compulsory education laws of the state governing their employment.

Regulations regarding the employment of minors are very precise. Depending on the age of the children, they're allowed a required number of hours in which to work, to attend school and to rest. They can't work earlier than a specified time in the morning nor past a specified time at night, and if under 16 years of age, minors must be accompanied by a parent or guardian. These regulations also cover the employment of studio teachers and the number of children each teacher may teach and/or supervise.

If you plan on casting a minor (or minors) in your film, your first order of business is to find out what the state you're working in requires for you to be able to employ minors. In some states, the production entity is required to have a permit to employ minors, some states require a letter of intent to employ minors; in others, there is no employer requirement. Different states have different provisions, and to find out what's required where your production is legally headquartered, go to www.onlocationeducation.net/services_permitstate.asp.

California has some of the most stringent child labor laws in the country, which apply to both minors hired in California and to those hired in other states but brought to California to work. Additionally, if a minor is hired in California by a California-based company and the production shoots in another state or country, California regulations apply. If, however, minors are being employed by a production entity based in and shooting in a state or country other than California where child labor laws are less stringent, then the production must agree to comply with the child labor laws of the state or country where the production is taking place, as well as the minors' provision in the SAG Codified Basic Agreement (Section 50).

Work Permits

Before a minor can work, he or she is required to have a work permit, which is the parent's responsibility to obtain. Applications for work permits can be obtained from a state's Labor Commissioner or Department of Labor. In California, it's the Department of Industrial Relations, Division of Labor Standards Enforcement. When applying for a work permit, most states will require parents or guardians to present a copy of their child's birth certificate and a letter (or completed form) from the child's school indicating that the child is in good academic standing. Some will also require and a letter (or completed form) from the child's physician indicating that the child is physically fit. Because the regulations governing work permits for minors vary from state to state, make sure you understand the specific guidelines governing the employment of minors in the state where your production is taking place. To find out what's required in each state, you can go to www.sag.org/content/state-statutes.

All minor cast members must possess a work permit from the state in which he or she is working. That means if the film is shooting in more than one state or if it was shot in one state but reshoots are taking place in another, then the minor must have a work permit from each state.

California issues blanket work permits to groups and organizations of minors. Such a permit is valid only for the particular production issued and only for the period of time specified in the permit. Special arrangements may be made for studio teachers required with groups of minors in excess of 100. Additionally, one parent or guardian must be provided for every 20 minors. An application for a blanket permit must be supported by proof that the minors are covered by workers' compensation insurance. If you're not shooting in California, check the guidelines pertaining to the employment of groups of minors in the state in which you're working.

Coogan's Law

The Coogan Law, named for Jackie Coogan, a pioneer young performer, was enacted in 1938 and amended in 2004 to protect young performers' earnings. Prior to Jackie Coogan's case, minor children had no legal right to their earned income. The Coogan Law in California and later New York's passage of the Child Performer Education and Trust Act of 2003, both mandate that among other things, blocked trust accounts are required in an effort to protect a percentage of a child performer's earnings. These earnings are the legal property of the minor, not the community property of the parents, and monies placed in trust can't be touched by anyone until the minor turns 18 or becomes legally emancipated. And although a parent or legal guardian of the minor is appointed trustee to the child's account and is required to pay all liabilities incurred by the minor under the contract (including payments for taxes on all earnings), nothing in the new law alters any other existing responsibilities of a parent/guardian to provide for the financial support of their minor child.

At present, Coogan Accounts are required by California, New York, Louisiana and New Mexico. In some instances, parents or guardians are required to set up the account for their child prior to the minor receiving a work permit, but regardless, regulations stipulate that the account must be established within seven business days after a minor's employment contract is signed. A parent or guardian must provide the production with a copy of a trustee's statement evidencing proof of the account,

and 15 percent of the minor's gross wages are required to be withheld by the employer and deposited into the Coogan account within 15 days of employment.

When a minor is cast, the studio or network's legal department will get involved (most even have attorneys who specialize in the employment of minors), and on an independent film, it would be the project attorney whose responsibility it is to make sure that all legal procedures governing the opening of a blocked trust account are handled in a timely manner. Parents are usually asked to complete and sign a *Parental Consent Form* (sample at the back of the chapter), and the production's payroll company will have a form for parents to fill out as well once the trust account has been set up.

In California, a Coogan Account must be opened at a California bank, credit union or brokerage firm. Parents in New York are required to open up a UTMA- or UGMA-compliant trust account. (These are custodial accounts under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act, allowing one to save on behalf of a child for education or any other purpose that benefits the child, other than parental obligations such as food, clothing and shelter.) The account may be opened at any bank, in any state, as long as it meets UTMA or UGMA requirements. Parents in Louisiana and New Mexico can open a blocked trust account at any bank, in any state. And in New Mexico, parents are only required to open the account if their child earns more than $1,000 per each employment contract.

Not all banks, credit unions or brokerage houses offer Coogan Trust Accounts, but if you go to www.cutabovekids.com/common/GettingStarted/CooganAccount.aspx, you'll find a partial list of those that do. You'll note that blocked trust accounts at each of these financial institutions is a little different and that some you can apply for directly online.

Parents, Guardians, Teachers and Schooling

- A parent or guardian must be present at all times when a minor is working and has the right to be within sight and sound of the minor at all times.
- If a parent can't accompany a child on the set, he or she must supply a letter authorizing another adult to act as guardian, including the following information: guardian's name, medical information pertinent to the child, permission for the guardian to secure medical treatment for the child in an emergency and a telephone number where a parent can be reached. The guardian must be at least 18 years of age.
- A production is required to provide schooling for its minor performers as well as supply all school equipment and supplies, and the parent or guardian is responsible for bringing the child's school books and assignments. Minors must be taught an average of three hours a day with no period of less than 20 minutes acceptable as school time. Daily call sheets should reflect sufficient time for schooling, which must be conducted in a suitable room/office/trailer that allows for uninterrupted instruction.
- Productions are required to hire teachers with credentials appropriate to the level of education required by the minors to be taught on the set.
- The production can retain a studio teacher for no more than 10 minors – 20 if the minors aren't in more than two grade levels. And a teacher isn't allowed to work on more than one production in any one day, except in an emergency situation.
- If a minor's regular schooling is primarily in a language other than English, than teaching in that language will be provided whenever possible.
- Interviews and fittings for children going to school should be scheduled during nonschool hours and no later than 9 p.m. At least two adults must be present at all times during a fitting.

Working Hours

- The work day for a minor can't begin earlier than 5 a.m. or end later than 10 p.m. on evenings before school days. On evenings before nonschool days, they're allowed to work no later than 12:30 a.m. on the morning of the nonschool day.
- Turnaround time for minors is 12 hours.
- A minor isn't allowed to work more than six consecutive days, although a day devoted to school or travel only isn't counted as one of those consecutive days.
- Although state regulations differ, SAG guidelines stipulate that the maximum number of hours that minors should be schooled in any one day are as follows:
  - 4 hours for kindergarteners
  - 5 hours for grades 1–6
  - 6 hours for grades 7–12
- On days when the minor's regular school is in session, the minor reports to the teacher at call time, and when school is in session, the teacher has the primary responsibility for the education and supervision of the minor.
- As for working hours, minors:
  - Less than six years old are permitted at the place of employment for a total of six hours a day
  - 6–8 years old are permitted to work eight hours a day
  - 9–15 years old are permitted to work nine hours a day
  - 16–18 years old are permitted to work ten hours a day
- All work hours exclude meal periods but include school time.

Miscellaneous Guidelines Pertaining to Minors

- A safe and secure place for minors to rest and play must be provided by the production.
- No dressing rooms shall be shared by a minor and an adult actor or by minors of the opposite sex.
- No minor may be sent to Wardrobe, Makeup, Hairdressing or employed in any manner unless under the general supervision of a teacher, parent or guardian.
- Before a minor's first call, the production needs to obtain the written consent of the child's parent or legal guardian for medical care in the case of an emergency.
- Minors aren't required to work in situations that place them in danger to life or limb. If believed to be in danger, parents or guardians may have teachers and/or stunt coordinators discuss the situation with the minors. Those minors who continue to believe that they're still in danger won't be required to perform in these situations.
- When a minor is asked to perform physical, athletic or acrobatic activity of an extraordinary nature, his or her parent or guardian needs to be advised of the activity and confirm that the minor is fully capable of performing the activity.

Specific California Guidelines

The following are some California regulations pertaining to minor performers hired and working in California, minors hired in other states but brought to California to work and minors hired in California but working elsewhere. If California regulations don't apply to your production, you can check child labor regulations by state by going to www.childreninfilm.com/Rules-State-Labor-Info.aspx. Remember, though, that if state laws are less stringent, then SAG regulations take precedent.

The production has to supply a studio teacher for minors from 15 days old to their sixteenth birthday and for minors 16 and 17 years old when required for the education of the minor. One teacher must be provided for each group of 10 or fewer minors when school is in session. When school is not in session, one teacher may be provided for every group of 11 to 20 minors. With respect to infants from 15 days to 6 weeks of age, a nurse and a studio teacher must be provided for each three or fewer babies. For infants from 6 weeks to 6 months, one nurse and one studio teacher must be provided for each group of 10 or fewer babies.

Work time for infants less than 6 months of age must be either between 9:30 and 11:30 a.m. or between 2:30 and 4:30 p.m.

Minors in grades one through six must be tutored between 7 a.m. and 4 p.m. Minors in grades seven through twelve must be tutored between 7 a.m. and 7 p.m.

Whether your show is bound by state or SAG guidelines, make sure that the entire production team is fully aware of all pertinent policies pertaining to the employment of minors, because these regulations will most definitely affect your shooting schedule.

TAFT/HARTLEY

Taft/Hartley is a federal law that allows a nonmember of a union or guild work on a union show for 30 days. At the

TABLE 12.1 Summary of Permitted Working Hours for Minor Performers in the State of California & for Minors Working for a California-Based Production Shooting Elsewhere

Ages	Time on Set	Time @ Work	Time @ School	Rest & Recreation	Total Time Include. Meals
15 days – 6 mos	2 hrs	20 min	1 hr./40 min		2 hrs.
6 mos. – 2 yrs	4 hrs	2 hrs	2 hrs		4-1/2 hrs.
2 yrs. – 5 yrs	6 hrs	3 hrs	3 hrs		6-1/2 hrs.
6 yrs. – 8 yrs	8 hrs	4 hrs	3 hrs	1 hr	8-1/2 hrs.
		6 hrs	vacation	2 hrs.	
9 yrs. – 15 yrs	9 hrs	5 hrs	3 hrs	1 hr	9-1/2 hrs.
		7 hrs	vacation	2 hrs.	
16 & 17 yrs	10 hrs	6 hrs	3 hrs	1 hr	10-1/2 hrs.
		8 hrs	vacation or graduation	2hrs.	

end of that time period, he must pay the initiation fee and dues to the union to continue working on that particular show or for another signatory company.

A producer will generally choose to hire a performer who isn't a member of the Screen Actors Guild for a few different reasons. The first scenario is when a decision to hire a nonmember is made after lengthy interviews to find a specific look or type, or someone with very specific abilities that can't be met by a SAG member. The second scenario happens on the set during filming, on the spur of the moment, when the *director* decides another performer is needed to make a scene more complete and upgrades a background actor or stand-in who happens to be there at the time. This situation may also apply to well-known or famous people brought in to portray themselves. If in doubt as to whether a non-SAG performer can be hired under the Taft/Hartley ruling, always check with the Guild first.

Whenever a nonmember is hired to perform on a SAG signatory show, a Taft/Hartley form must be completed and submitted to the Screen Actors Guild. A Taft/Hartley form submitted on a television or theatrical film must be received within 15 calendar days of the performer's first day of work. Submissions postmarked on the fifteenth day don't count and may be subject to a fine. Submissions from commercials must be received within 15 business days.

Taft/Hartley forms require the performer's name, address, phone number, social security number, information on your production and *reason for hire*. If the reason for hire doesn't satisfactorily explain why this person was hired instead of a guild member, the production may be subject to a fine.

Production companies are more apt to be fined for this type of violation when they Taft/Hartley an excessive number of performers on one show, which automatically raises doubt as to the need for so many people with special abilities or qualities that can't be found from within the ranks of the SAG membership. Damages for the employment of a performer in violation of provisions that pertain to the Taft/Hartley law are currently $500.

Also requested along with a completed Taft/Hartley form is a professional resume and photograph of the performer. If the performer doesn't have a professional photograph, a digital picture taken on the set can be attached, but an explanation is required if a professional resume and/or photo doesn't exist. As soon as a performer is Taft/Hartleyed, he or she can join the Guild. In all states (other than right-to-work states), a performer can work for 30 days from her first date of employment (or any amount of days within that 30-day period) without having to join the guild. However, once the 30 days has lapsed, the performer must become a member before he or she can be employed on another SAG film.

In a right-to-work state (Alabama, Arizona, Arkansas, Florida, Georgia, Idaho, Iowa, Kansas, Louisiana, Mississippi, Nebraska, Nevada, North Carolina, North Dakota, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, and Wyoming), a performer may become a member but isn't required to. The performer may work union or nonunion films, and the production can't be fined for hiring a non-SAG member who has worked on other SAG productions. Performers working on a union show, even if they're not guild members, must be cleared through Station 12 and Taft/Hartley forms must be submitted. In addition, pension and health benefits must be paid by the production company, and performers' employment must be reported to the Guild.

NUDITY

The rules pertaining to nudity are as follows:

1. The producer's representative is to notify the performer (or their representative) of any nudity or sex acts expected in the role (if known by management at the time) prior to the first interview or audition. Producers may not require total nudity at an audition or interview, and performers must be permitted to wear pasties and a g-string or the equivalent.
2. During any production involving nudity or sex scenes, the set shall be closed to all persons having no business purpose in connection with the production.
3. No still photography of nudity or sex acts will be authorized by the producer to be made without the consent of the performer.
4. The appearance of a performer in a nude or sex scene, or the doubling of a performer in such a scene, shall be conditioned upon the performer's prior written consent. Such consent may be obtained by letter or other writing prior to a commitment or written contract being made or executed. (You'll find a Nudity Rider at the back of this chapter.) Such consent must include a general description as to the extent of the nudity and the type of physical contact required in the scene. If a performer has agreed to appear in such scene and then withdraws consent, the producer shall also have the right to double the performer. Consent may not be withdrawn for film already photographed. The producer shall also have the right to double young children or infants in nude scenes (not in sex scenes).

Body doubles employed in scenes requiring nudity or conduct of a sexual nature shall be principal performers; however, the provisions relating to residuals, screen credit, consecutive employment, and preference of employment provisions do not apply to these performers. Notwithstanding the foregoing, body doubles shall be paid for intervening days on an overnight location when required to remain at such location by the producer, and the preference of employment provisions of the applicable extra performer schedule shall apply to the employment of body doubles.

WORK IN SMOKE

Principal performers must be notified in advance when scheduled to work in smoke. If a principal performer isn't notified and can't work in smoke for health reasons, the performer shall receive a half-day's pay or payment for time actually worked, whatever is greater.

SAG BACKGROUND ACTORS

See Chapter 13 for information regarding SAG background actors.

ADDITIONALLY

In addition to theatrical film and television, SAG offers a variety of other contracts covering commercials, industrial and educational films and new media. If you go to www.sag.org, you'll find digests containing the basic guidelines pertaining to each of these contracts. If you go to www.sagindie.org/resources/contracts/, you'll find contract information for independent films covering short films made for less than $50,000; ultra-low-budget films made for less than $200,000; a modified low-budget agreement for films made for less than $625,000; and a low-budget agreement for films made for less than $2,500,000. At the SAGIndie website, you'll also find information on a Diversity-in-Casting Incentive and Background Performer Incentive available under certain low-budget agreements.

Rules pertaining to casting and the employment of actors are varied and many. Additions and revisions are enacted every three years when the Screen Actors Guild negotiates a new contract with the AMPTP. In addition to some of the basic regulations outlined in this chapter, you should have a good working knowledge of pay scales and specific rules pertaining to engagement and cancellation; make-up, hairdressing, wardrobe and fitting calls; employment contracts; billing and screen credit; overtime; location and travel time; meal penalty violations; night work; time of payment and late payments; reuse of film; and affirmative action. Also be aware of the specifics on the employment of background actors, minors, stunt performers, dancers, etc.

Reference the latest SAG contract (and contract digest pamphlets) when necessary. And when in doubt of specific rules, contact your legal department or attorney, or call your local SAG representative.

FORMS IN THIS CHAPTER

- Parental Consent Form
- Theatrical/Television Taft/Hartley Report (Principals Only)
- Theatrical/Television Taft/Hartley Report (Background Actors)
- Station 12 Performance Clearance Form
- Nudity Release
- Cast Information Sheet (a handy form to use to verify that all details pertaining to the cast have been taken care of)
- SAG Daily Contract for Television Motion Pictures or Videotapes
- SAG Minimum Three-Day Contract for Television Motion Pictures or Videotapes
- SAG Minimum Freelance Weekly Contract for Television Motion Pictures or Videotapes
- SAG Daily Stunt Performer Contract for Television Motion Pictures or Videotapes
- SAG Stunt Performer's Minimum Freelance Three-Day Contract for Television Motion Pictures
- SAG Stunt Performer Minimum Freelance Weekly Contract for Television Motion Pictures or Videotapes
- SAG Daily Contract for Theatrical Motion Pictures
- SAG Minimum Freelance Contract for Theatrical Motion Pictures
- SAG Stunt Performer's Daily Contract for Theatrical Motion Pictures
- SAG Stunt Performer's Minimum Freelance Weekly Contract for Theatrical Motion Pictures
- SAG Performer Contract for Interactive Program
- SAG Theatrical & Television Sign-In Sheet
- SAG Actors Production Time Report (Exhibit G)
- SAG Casting Data Report
- SAG Casting Data Report for Stunt Performers and Coordinators Only
- SAG Casting Data Report – Low-Budget, Affirmative Action
- SAG Final Cast List Information Sheet
- SAG Member Report ADR Theatrical/Television

SCREEN ACTORS GUILD OFFICES

National Headquarters
5757 Wilshire Boulevard, 7th Floor
Los Angeles, CA 90036-3600

Main Switchboard (open 9 a.m. to 5 p.m.)	(323) 954-1600
For SAG members outside of L.A.	(800) 724-0767
Theatrical Contracts	(323) 549-6828
Television Contracts	(323) 549-6835
Commercials/Infomercials/ Industrial/Educational Contracts	(323) 549-6858
Music Entertainment Contracts (Singers, Dancers, Music Videos)	(323) 549-6864
Actors to Locate	(323) 549-6737
Agency Relations	(323) 549-6745
Background Actors	(323) 549-6811
Diversity	(323) 549-6644
Hollywood Conservatory (classes, (workshops, etc. for members)	(323) 549-7736

iActor Help Desk	(323) 549-6789
Legal Affairs	(323) 549-6627
Membership	(323) 549-6757
New Media	(323) 549-6724
Production Services (Background)	(323) 549-6811
Report Sexual Harassment	(323) 549-6644
Residuals Information & Claims	(323) 549-6505
Signatory Status	(323) 549-6869
Station 12 (open 9 a.m. to 6:30 p.m.)	(323) 549-6794
Stunt & Safety	(323) 549-6855

NEW YORK HEADQUARTERS
360 Madison Ave., 12th Floor
New York, NY 10017
Phone: (212) 944-1030 Fax: (212) 944-6774

ARIZONA/UTAH
1820 E. Ray Road
Chandler, AZ 85225
Phone: (480) 264-7696 Fax: (480) 275-6987

BOSTON
20 Park Plaza, Suite 822
Boston, MA 02116-4399
Phone: (617) 282-8001 Fax: (617) 262-3006

CHICAGO/CLEVELAND/MINNEAPOLIS–ST. PAUL/ST. LOUIS
1 East Erie Street, Suite 650
Chicago, IL 60611
Phone: (312) 573-8081 Fax: (312) 573-0318

COLORADO/NEW MEXICO
Market Square Center
1400 Sixteenth Street, Suite 400
Denver, CO 80202
Phone: (720) 932-8193 Fax: (720) 932-8194

DALLAS/HOUSTON
15950 N. Dallas Parkway, Suite 400
Dallas, TX 75248
Phone: (972) 361-8185 Fax: (972) 361-8186

DETROIT
2000 Town Center, Suite 1900
Southfield, MI 48075
Phone: (248) 351-2678 - Fax: (248) 351-2679

FLORIDA (MIAMI)/NASHVILLE/NO. CAROLINA
7300 N. Kendall Drive, Suite 620
Miami, FL 33156-7840
Phone: (305) 670-7677 Fax: (305) 670-1813

GEORGIA
455 E. Paces Ferry Road, N.E., Suite 334
Atlanta, GA 30305
Phone: (404) 239-0131 Fax: (404) 239-0137

HAWAII
949 Kapi'olani Blvd., Suite 105
Honolulu, HI 96814
Phone: (808) 596-0388 Fax: (808) 593-2636

NEVADA/SAN DIEGO
3960 Howard Hughes Parkway, Suite 500
Las Vegas, NV 89169
Phone: (702) 737-8818

PHILADELPHIA
1800 JFK Blvd., Suite 300
Philadelphia, PA 19103
Phone: (215) 760-8535

SAN FRANCISCO
350 Sansome Street, Suite 900
San Francisco, CA 94104
Phone: (415) 391-7510 Fax: (415) 391-1108

SEATTLE/PORTLAND
800 Fifth Ave., Suite 4100
Seattle, WA 98104
Phone: (206) 224-5696 Fax: (503) 224-5695

WASHINGTON/BALTIMORE
7735 Old Georgetown Road, Suite 950
Bethesda, MD 20814
Phone: (301) 657-2560 Fax: (301) 656-3615

Many thanks to Elizabeth Moseley, Director of Theatrical Contracts at the Screen Actors Guild for her continued help with this chapter.

PARENTAL CONSENT AGREEMENT

Picture Title: _____

This parental consent agreement dated as of [TODAY'S DATE] by and between [NAME OF PRODUCTION ENTITY] ("Producer") and [NAME OF PARENT(S)] (the "Parent" or "Parents") is made with reference to the following:

Producer has engaged a minor, [NAME OF MINOR],_____years of age, born on [BIRTH DATE] ("Minor"), pursuant to a written contract dated [DATE OF MINOR'S CONTRACT] ("Minor's Contract") to render acting services for Producer in connection with a [TYPE OF PRODUCTION] tentatively entitled the [NAME OF PICTURE] ("Picture").

[NAME OF PARENT(S)] [is] [are] the [PARENT(S)] of the Minor and [is] [are] responsible for the care, custody and control of the Minor.

The parties hereto understand that a petition will be made by Producer to the Superior Court of the State of [NAME OF STATE] for the County of [NAME OF COUNTY] for the approval by such Court of said Minor's Contract.

The Parent(s) understand(s) that Producer will rely on this agreement in:(a) entering into and performing the Minor's Contract; and (b) undertaking substantial expenditures in addition to the compensation payable pursuant to the Minor's Contract.

Now, therefore, the parties, in consideration of the mutual promises herein contained and other good and valuable consideration, agree as follows:

1. The Parent(s) warrant(s) and represent(s) that the above information is true and correct, that the undersigned [has] [have] the sole care, custody and control of the Minor, that no judgment, order or decree has been made by any Court awarding the custody of the Minor to any other person or in any other manner affecting the status of the right of the Parent(s) as the parent(s) of the Minor, that the Minor has not been emancipated and that the Parent(s) [has] [have] not in any way relinquished to the Minor or to any other person, firm or corporation, the earnings of the Minor under the aforementioned Minor's Contract nor the right to collect, receive or control such earnings, except a hereinafter expressly provided.

2. The Parent(s) hereby irrevocably and perpetually release(s), relinquish(s) and quitclaim(s) to Minor all salary and compensation payable to the Minor pursuant to the Minor's Contract and agree not to claim any such salary or compensation payable to the Minor pursuant to the Minor's Contract and agree not to claim any such salary or compensation or demand that Producer pay such salary or compensation to anyone other than the Minor directly, or pursuant to instructions from the Minor.

3. The Parent(s) hereby consent(s) to the execution by the Minor of the Minor's Contract. The Parent(s) acknowledge that the Parent(s) [has] [have] read the Minor's Contract and are familiar with all of the terms, covenants and conditions continued therein, and that the Parent(s) will not revoke said consent during the minority of the Minor.

4. The Parent(s) agree(s) to cooperate fully with Producer by providing information, executing such documents as Producer may require, and giving testimony, if necessary, in securing the approval of the Minor's Contract by a court of competent jurisdiction. Without limiting the foregoing, the Parent(s) hereby agree(s) that Producer may petition the Superior Court of the State of [NAME OF STATE] for the County of [NAME OF COUNTY] (herein called the "Court") as provided by law, for approval of Minor's Contract. The Parent(s) further agree(s) that a copy of this Agreement may be filed with such application for approval as evidence of the consent herein granted. The Parent(s) hereby waive(s) notice of any hearing before the Court with respect to

(Continued)

such application. The Parent(s) agree(s) that such amount of the salary or compensation of the Minor payable under the Minor's Contract as may be determined to be proper by said Court, may be set aside for investment in government bonds or in such other blocked, federally insured savings plan or in such trust fund as the Court may determine to be held and preserved for the Minor, subject to the order of said Court, and the Parent(s) hereby consent(s) to serve as sole or joint guardians or trustees thereof if the Court so appoints the Parent(s). In connection with the foregoing, the Parent(s) acknowledge(s) that the [LEGALLY MANDAGED PERCENTAGE] amount that the Court is being requested to order to be set aside in a federally insured, blocked trust account or other savings plan does not exceed one-half (1/2) of the net earnings under the Minor's Contract, as the term "net earnings" is defined.

The Parent(s) further agree(s), that notwithstanding the foregoing provisions with respect to the Court approval of the Minor's Contract, the Parent(s) guarantee(s) the performance by said Minor of the terms and provisions of the Minor's Contract as well as any court decree which grant(s) approval of same, and represent(s) and warrant(s) that said Minor will not disaffirm the Minor's Contract any time during or after minority. The Parent(s) further agree(s) to indemnify and hold Producer, its successors, licensees and assigns and their respective officers, directors, shareholders, employees and agents harmless from any and all damages, liabilities, costs or expenses of any kind or nature including reasonable attorney's fees, which may arise from the breach by the Minor and/or the Parent(s) of any of the provisions of the Minor's Contract and/or this Agreement, including, without limitation Minor's attempt to disaffirm or disavow the Minor's Contract on the ground of Minor's minority or otherwise.

5. The Parent(s) hereby consent(s) to the distribution, exhibition and other exploitation of the Picture without limitation, and the use of Minor's name, likeness, voice and biographical material in connection with publicity and advertising of the Picture, and the Parent(s) expressly release(s) the Producer, its licensees and assigns from any and all claims which may arise out of said exhibition and distribution of the Picture. The foregoing is subject to the provisions of the Minor's Contract.

6. This Agreement shall apply to the Minor's Contract, to all modifications and extensions thereof and amendments thereto and to any employment agreement between Producer and Minor which may be substituted in full or in part for the Minor's Contract.

7. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, assigns, next of kin, heirs, administrators, executors, officers and agents, as the case may be.

In witness whereof, the parties hereto have executed this Agreement on the date hereinabove set forth.

[NAME OF PRODUCTION ENTITY]

By: _____
Its: *Authorized Signatory*

_____
Parent's Signature

_____
(print name)

_____
Parent's Signature

_____
(print name)

9/14/05

SCREEN ACTORS GUILD

THEATRICAL/TELEVISION

TAFT/HARTLEY REPORT

(PRINCIPALS ONLY)

Please be advised that it is the Producer's responsibility to complete this report in its entirety or it will be returned for completion. **This report must be submitted to SAG within 15 days from the date of the first employment of a non-member (25 days if on an overnight location).**

Resume: _____
Photo: _____

EMPLOYEE INFORMATION

Name:_____ SS#:_____

Address:_____ Date of Birth: _____

City/State:_____Zip:_____ Phone:_____

E-Mail (optional): _____

EMPLOYER INFORMATION

Signatory Name:_____ Phone:_____

Address:_____City: _____ State:_____Zip:_____

EMPLOYMENT INFORMATION *(check one selection from each)*

CONTRACT TYPE	ENGAGEMENT CONTRACT	PERFORMER CATEGORY
___Theatrical	___Daily	___Actor ___Stunt
___Television	___3-Day (TV only)	___Singer ___Stunt Coordinator
	___Weekly	___Dancer ___Other_____

Work Date(s):_____ Salary:_____

Production Title:_____ Production#:_____

Shooting Location(s) (City & State)_____

Reason for Hire: **COMPLETE REVERSE SIDE AND ATTACH APPROPRIATE DOCUMENTATION.**

Employer is aware of General Provisions, Section 14 of the Screen Actors Guild Codified Basic Agreement for the AMPTP and Independent Producers, as amended that applies to Theatrical and Television production as amended, wherein Preference of Employment shall be given to registered background performers. Employer will pay to the Guild, as liquidated damages, the sums indicated for such breach by the Employer of any provision of those sections.

Signature:_____ Date:_____

Print Name:_____Producer/Casting Dir.Phone: _____
(Circle one)

PLEASE NOTE

For TV/Theatrical location shooting, see SAG Branch information attached.

When sending **TV/THEATRICAL** reports to the **Hollywood Office**, send to the appropriate department as follows:
Principal Performers for theatrical motion pictures – Attn: Theatrical Department
Principal Performers for Television programs – Attn: Television Department

When sending **TV/THEATRICAL** reports to the **New York Office**, send to the TV/THEATRICAL Department.

(Continued)

Reason for Hire
(Check Appropriate Box)

- ❑ Member of recognized “name” specialty group *(attach documentation and photo)*
- ❑ Important, famous, well-known or unique persons portraying themselves *(attach photo and bio)*
- ❑ Background actor adjusted for non-script lines *(attach photo)*
- ❑ Military or other government personnel used due to governmental restrictions *(describe restrictions below)*
- ❑ Special skill or unique physical appearance *(describe skill below or attach photo)*
- ❑ First employment of a person who has training/experience as a professional performer and intends to pursue a career as a motion picture performer *(attach photo and resume)*
- ❑ Child under the age of 18 *(state age and attach photo)*
- ❑ Owner or operator of special or unique vehicle or equipment *(describe below and attach photo)*
- ❑ Employed as stunt coordinator *(attach photo and resume)*
- ❑ Employed as body double for scenes requiring nudity or sexual conduct *(attach photo)*
- ❑ Other *(describe reason for hire below and attach photo and resume)*

(Continued)

HOLLYWOOD (NATIONAL HEADQUARTERS) 5757 Wilshire Blvd. Los Angeles, CA 90036 Phone: (323) 954-1600	ARIZONA/UTAH 1820 E. Ray Road Chandler, AZ 85225 Phone: (480) 264-7696
BOSTON 20 Park Plaza, Suite 822 Boston, MA 02116-4399 Phone: (617) 262-8001	CHICAGO 1 East Erie, Suite 650 Chicago, IL 60611 Phone: (312) 573-8081
CLEVELAND c/o 1 East Erie Street, Suite 650 Chicago, IL 60611 Phone (312) 573-8081	COLORADO/NEW MEXICO Market Square Center 1400 Sixteenth Street #400 Denver, CO 80202 Phone: (720) 932-8193
DALLAS 15950 N. Dallas Parkway, Suite 400 Dallas, TX 75248 Phone: (972) 361-8185	DETROIT 2000 Town Center, Suite 1900 Southfield, MI 48075 Phone: (248) 351-2678
FLORIDA (MIAMI) 7300 N. Kendall Drive, Suite 620 Miami, FL 33156-7840 Phone: (305) 670-7677	GEORGIA 455 E. Paces Ferry Road NE, Suite 334 Atlanta, GA 30305 Phone: (404) 239-0131
HAWAII 949 Kapiolani Blvd, Suite 105 Honolulu, HI 96814 Phone: (808) 596-0388	HOUSTON c/o 15950 N. Dallas Parkway, Suite 400 Dallas, TX 75248 Phone: (972) 361-8185
MINNEAPOLIS/ST. PAUL c/o 1 East Erie Street, Suite 650 Chicago, IL 60611 Phone: (312) 573-8081	NASHVILLE c/o 7300 N. Kendall Drive, Suite 620 Miami, FL 33156-7840 Phone: (305) 670-7677
NEVADA 3960 Howard Hughes Parkway, Suite 500 Las Vegas, NV 89169 Phone: (702) 737-8818	NEW YORK 360 Madison Avenue, 12th Floor New York, NY 10017 Phone: (212) 944-1030
NORTH CAROLINA c/o 7300 N. Kendall Drive, Suite 620 Miami, FL 33156-7840 Phone: (305) 670-7677	PHILIADELPHIA 1800 JFK Blvd., Suite 300 Philadelphia, PA 19103 Phone: (215) 760-8535
PORTLAND 800 5th Avenue, Suite 4100 Seattle, WA 98104 Phone: (206) 224-5696	SAN DIEGO 3960 Howard Hughes Blvd., Suite 500 Las Vegas, NV 89169 Phone: (702) 737-8818
SAN FRANCISCO 350 Sansome Street #900 San Francisco, CA 94104 Phone: (415) 391-7510	SEATTLE 800 5th Avenue, Suite 4100 Seattle, WA 98104 Phone: (206) 224-5696
ST. LOUIS c/o 1 East Erie Street, Suite 650 Chicago, IL 60611 Phone: (312) 573-8081	WASHINGTON/BALTIMORE 7735 Old Georgetown Road, Suite 950 Bethesda, MD 20814 Phone: (301) 657-2560

8/11/04

SCREEN ACTORS GUILD

THEATRICAL / TELEVISION

TAFT/HARTLEY REPORT

(BACKGROUND ACTOR)

Please be advised that it is the Producer's responsibility to complete this report in its entirety or it will be returned for completion. **This report must be submitted to SAG within 15 days from the date of the first employment of a non-member.**

Resume: _____
Photo: _____

EMPLOYEE INFORMATION

Name:_____ SS#:_____
Address:_____ Date of Birth: _____
City/State:_____Zip:_____ Phone:_____
E-Mail (optional): _____

EMPLOYER INFORMATION

Signatory Name:_____ Phone:_____
Address:_____City: _____ State:_____Zip:_____

EMPLOYMENT INFORMATION

CONTRACT TYPE
___Theatrical
___Television

Work Date(s):_____ Salary:_____
Production Title:_____ Production#:_____
Shooting Location(s) (City & State)_____
Reason for Hire:_____
_____
_____

Employer is aware of Schedules X-1, Section 43, Schedule X-11, Section 44 of the Screen Actors Guild Codified Basic Agreement for the AMPTP and Independent Producers, as amended that applies to Theatrical and Television production as amended, wherein Preference of Employment shall be given to registered background performers. Employer will pay to the Guild, as liquidated damages, the sums indicated for such breach by the Employer of any provision of those sections.

Signature:_____ Date:_____

Print Name:_____Producer/Casting Dir.Phone: _____
(Circle one)

PLEASE NOTE
For TV/Theatrical location shooting, see SAG Branch information attached.
When sending **TV/THEATRICAL** reports to the **Hollywood Office**, send to Production Services Department.
When sending **TV/THEATRICAL** reports to the **New York Office**, send to the TV/THEATRICAL Department.

(Continued)

HOLLYWOOD (NATIONAL HEADQUARTERS) 5757 Wilshire Blvd. Los Angeles, CA 90036 Phone: (323) 954-1600	ARIZONA/UTAH 1820 E. Ray Road Chandler, AZ 85225 Phone: (480) 264-7696
BOSTON 20 Park Plaza, Suite 822 Boston, MA 02116-4399 Phone: (617) 262-8001	CHICAGO 1 East Erie, Suite 650 Chicago, IL 60611 Phone: (312) 573-8081
CLEVELAND c/o 1 East Erie Street, Suite 650 Chicago, IL 60611 Phone (312) 573-8081	COLORADO/NEW MEXICO Market Square Center 1400 Sixteenth Street #400 Denver, CO 80202 Phone: (720) 932-8193
DALLAS 15950 N. Dallas Parkway, Suite 400 Dallas, TX 75248 Phone: (972) 361-8185	DETROIT 2000 Town Center, Suite 1900 Southfield, MI 48075 Phone: (248) 351-2678
FLORIDA (MIAMI) 7300 N. Kendall Drive, Suite 620 Miami, FL 33156-7840 Phone: (305) 670-7677	GEORGIA 455 E. Paces Ferry Road NE, Suite 334 Atlanta, GA 30305 Phone: (404) 239-0131
HAWAII 949 Kapiolani Blvd, Suite 105 Honolulu, HI 96814 Phone: (808) 596-0388	HOUSTON c/o 15950 N. Dallas Parkway, Suite 400 Dallas, TX 75248 Phone: (972) 361-8185
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ST. LOUIS c/o 1 East Erie Street, Suite 650 Chicago, IL 60611 Phone: (312) 573-8081	WASHINGTON/BALTIMORE 7735 Old Georgetown Road, Suite 950 Bethesda, MD 20814 Phone: (301) 657-2560



Screen Actors Guild

360 Madison Avenue, New York, NY 10017 Fax: (212)768-9154 Toll-free Fax (800)419-2317 Phone: (212)827-1418, 1419
5757 Wilshire Blvd. Los Angeles, CA 90036 Fax: (323)549-6793 Toll-free Fax (800)836-1768 Phone (323) 549-6794

STATION 12 INFORMATION FORM

Date _____ Caller ID# _____

Contact Name _____ Product/Production _____

Co. Name _____ Ad Agency (City)/Signatory _____

Phone # _____ _____

Fax # _____ _____

Address: _____ Production Co. Name _____

_____ Production Co. Phone _____

_____

Location
(City/State) _____ Production Type _____

SSN or SAG ID#	NAME	START DATE	CATEGORY CODES

Explanation of Performer Category Codes

B ▶ Background DA ▶ Dancer D ▶ Dubbing G ▶ Guest Star L ▶ Looping
P ▶ Principal PT ▶ Puppeteer SR ▶ Series Regular S ▶ Singer ST ▶ Stunt Performer

NUDITY RELEASE

Picture Title: _____

Prod. Co: _____("Producer")

Address: _____

_____ Date: _____

Ladies and Gentlemen:

In connection with my services as a performer in the [TYPE OF PRODUCTION] currently entitled [TITLE OF PICTURE] ("Picture"), I hereby acknowledge that I have been advised that I will be required to perform certain scenes which will require nudity.

I have read the final shooting script of the Picture dated [DATE SCREENPLAY SUBMITTED TO ACTOR] and have discussed the the nude and/or sex scenes with the director of the Picture prior to receipt of the Agreement and hereby consent to render such services in all of the Scenes in the nude as required for the Picture, all in accordance with Section 43.D of the SAG Basic Agreement.

I further acknowledge that I was notified of any nudity or sex acts expected in the role prior to the first interview or audition, and that I was notified of my absolute right to have a person of my choosing present at such audition or interview.

Producer agrees that any footage of Artist nude which is not included in final answer print will be destroyed promptly following completion of answer print.

Producer agrees that pursuant to Section 43.B of the SAG Agreement, during any production of the Picture involving nude and/or sex scenes, the set shall be closed to all persons having no business purpose in connection with the production. Further, Producer agrees that there shall be no still photography of nudity as set forth in Section 43.C of the SAG Agreement without my prior written consent. Producer shall not sell, release or otherwise exploit any of the following in any form separate from the Picture or in any advertising or publicity therefor: still photographs in which I appear nude; footage or frames from the Picture in which I appear nude; or outtakes or extra footage in which I appear nude. For the avoidance of doubt, the only nude images of my likeness that Producer shall have the right to use are as said nude images are embodied in the completed Picture.

(Please check if body double is required)

☐ With regard to Scene(s) # _____ requiring [THE NUDITY CONTEMPLATED], I do hereby permit Producer, in his sole discretion to use a nude double for my appearance in such portion of such scene(s). In this regard, I shall be given the opportunity to view the photographing of such double in such scene, and then the immediate opportunity thereafter to perform in same.

In the event of any conflict between the provisions of this Nudity Release and the agreement concerning my services on the Picture, the terms of this Nudity Release shall prevail.

Producer shall contractually obligate any and all distributor(s) of the Picture to comply with Producer's obligations regarding this Nudity Release.

Accordingly, I hereby grant you, your successors, assigns and licensees, permission to so photograph me nude, record my voice, reproduce and/or simulate my voice and picture and use and/or simulate my name, picture and voice in and in connection with the Picture (including still and publicity photographs) in any connection with the distribution, exhibition and exploitation thereof at any time in any media in any part of the universe for any and all uses and purposes now or hereafter known.

(Continued)

This grant is irrevocable so that you may proceed in reliance thereon.

Very truly yours,

_____
(Signature of Artist)

_____
(Please print name)

ACCEPTED & AGREED:

[NAME OF PRODUCTION ENTITY]

By: _____

Its:_____

CAST INFORMATION SHEET

SHOW:

ACTOR	#	ROLE	START DATE	D=DAILY, W=WEEKLY, D/P=DROP/PICKUP	# OF DAYS WORKING	DEAL MEMO	SENT SCRIPT	NOTIFIED WARDROBE	NOTIFIED MAKEUP & HAIR	STATION 12	TRAVEL/HOTEL ACCOMMODATIONS	RENTAL CAR-OR-CAR & DRIVER	MEDICAL EXAM	RECEIVED HEAD SHOTS	CONTRACT PREPARED & SENT TO AGENT	SIGNED CONTRACT RETURNED	CONTRACT CO-SIGNED & DISTRIBUTED	WORK PERMIT, IF MINOR	SCRIPT REVISIONS (BLUE)	SCRIPT REVISIONS (PINK)	SCRIPT REVISIONS (YELLOW)	*AGE: UNDER 40 (U) -or- OVER 40 (O)	*MALE (M) -or- FEMALE (F)	*ETHNICITY: A=ASIAN, B=BLACK, C=CAUCASION, H=HISPANIC, NAI=NO.AMER INDIAN, O=OTHER

*Info required for SAG Casting Data Report

THE PERFORMER MAY NOT WAIVE ANY PROVISION OF THIS CONTRACT WITHOUT THE WRITTEN CONSENT OF SCREEN ACTORS GUILD, INC.

SCREEN ACTORS GUILD

DAILY CONTRACT
(DAY PERFORMER)
FOR TELEVISION MOTION PICTURES OR VIDEOTAPES

Company _____ Date _____

Production Title _____ Performer Name _____

Production Number _____ Address _____

Date Employment Starts _____ Telephone No.: ( ) _____

Role _____ Social Security No. _____

Daily Rate $ _____ Date of Performer's next engagement _____

Weekly Conversion Rate $ _____

Wardrobe supplied by performer Yes ☐ No ☐

If so, number of outfits _____ @ $ _____

(formal) _____ @ $ _____

COMPLETE FOR "DROP-AND-PICK-UP" DEALS ONLY:
Firm recall date on _____
or on or after * _____
("On or after" recall only applies to pick-up as Weekly Performer)
As ☐ Day Performer ☐ Weekly Performer
*Means date specified or within 24 hours thereafter.

THIS AGREEMENT covers the employment of the above-named Performer by in the production and at the rate of compensation set forth above and is subject to and shall include, for the benefit of the Performer and the Producer, all of the applicable provisions and conditions contained or provided for in the applicable Screen Actors Guild Television Agreement (herein called the "Television Agreement"). Performer's employment shall include performance in non-commercial openings, bridges, etc., and no added compensation shall be payable to Performer so long as such are used in the role and episode covered hereunder in which Performer appears; for other use, Performer shall be paid the added minimum compensation, if any, required under the provisions of the Screen Actors Guild agreements with Producer.

Producer shall have all the rights in and to the results and proceeds of the Performer's services rendered hereunder, as are provided with respect to "photoplays" in Schedule A of the applicable Screen Actors Guild Codified Basic Agreement and the right to supplemental market use as defined in the Television Agreement.

Producer shall have the unlimited right throughout the world to telecast the film and exhibit the film theatrically and in supplemental markets in accordance with the terms and conditions of the Television Agreement.

If the motion picture is rerun on television in the United States or Canada and contains any of the results and proceeds of the Performer's services, the Performer will be paid for each day of employment hereunder the additional compensation prescribed therefor by the Television Agreement, unless there is an agreement to pay an amount in excess thereof as follows:

_____

_____

If there is foreign telecasting of the motion picture as defined in the Television Agreement, and such motion picture contains any of the results and proceeds of the Performer's services, the Performer will be paid the amount in the blank space below for each day of employment hereunder, or if such blank space is not filled in, then the Performer will be paid the minimum additional compensation prescribed therefor by the Television Agreement. $

(Continued)

If the motion picture is exhibited theatrically anywhere in the world and contains any of the results and proceeds of the Performer's services, the Performer will be paid $, or if this blank is not filled in, then the Performer will be paid the minimum additional compensation prescribed therefor by the Television Agreement.

If the motion picture is exhibited in supplemental markets anywhere in the world and contains any of the results and proceeds of the Performer's services, then Performer will be paid the supplemental market fees prescribed by the applicable provisions of the Television Agreement.

If the Performer places his or her initials in the box below, he or she thereby authorizes Producer to use portions of said television motion picture as a trailer to promote another episode or the series as a whole, upon payment to the Performer of the additional compensation prescribed by the applicable provisions of the Television Agreement.

Initial

By _____
Producer

_____
Performer

Production time reports are available on the set at the end of each day, which reports shall be signed or initialed by the Performer.

NOTICE TO PERFORMER: IT IS IMPORTANT THAT YOU RETAIN A COPY OF THIS CONTRACT FOR YOUR PERMANENT RECORDS.

THE PERFORMER MAY NOT WAIVE ANY PROVISION OF THIS CONTRACT WITHOUT THE WRITTEN CONSENT OF SCREEN ACTORS GUILD, INC.

SCREEN ACTORS GUILD

MINIMUM THREE-DAY CONTRACT

FOR TELEVISION MOTION PICTURES OR VIDEOTAPES

THREE-DAY MINIMUM EMPLOYMENT

THIS AGREEMENT is made this _____ day of _____ , 20_____ , between _____ , a corporation, hereinafter called "Producer," and _____ , hereinafter called "Performer."

WITNESSETH:

1. **Photoplay: Role and Guarantee.** Producer hereby engages Performer to render service as such in the role of _____ , in a photoplay produced primarily for exhibition over free television, the working title of which is now _____ . Performer accepts such engagement upon the terms herein specified. Producer guarantees that it will furnish Performer not less than _____ days' employment. (If this blank is not filled in, the guarantee shall be three (3) days.)

2. **Salary.** The Producer will pay to the Performer, and the Performer agrees to accept for three (3) days (and pro rata for each additional day beyond three (3) days) the following salary rate: $ _____ .

3. Producer shall have the unlimited right throughout the world to telecast the film and exhibit the film theatrically and in Supplemental Markets in accordance with the terms and conditions of the applicable Screen Actors Guild Television Agreement (herein referred to as the "Television Agreement").

4. If the motion picture is rerun on television in the United States or Canada and contains any of the results and proceeds of the Performer's services, the Performer will be paid the additional compensation prescribed therefor by the Television Agreement, unless there is an agreement to pay an amount in excess thereof as follows:

_____

_____

5. If there is foreign telecasting of the motion picture as defined in the Television Agreement, and such motion picture contains any of the results and proceeds of the Performer's services, the Performer will be paid the amount in the blank space below plus an amount equal to one-third (1/3) thereof for each day of employment in excess of three (3) days, or, if such blank space is not filled in, then the Performer will be paid the minimum additional compensation prescribed therefor by the Television Agreement. $ _____ .

6. If the motion picture is exhibited theatrically anywhere in the world and contains any of the results and proceeds of the Performer's services, the Performer will be paid $ _____, plus an amount equal to one-third (1/3) thereof for each day of employment in excess of three (3) days. If this blank is not filled in, the Performer will be paid the applicable minimum additional compensation prescribed therefor by the Television Agreement.

7. If the motion picture is exhibited in Supplemental Markets anywhere in the world and contains any of the results and proceeds of the Performer's services, the Performer will be paid the supplemental market fees prescribed by the applicable provisions of the Television Agreement.

8. **Term.** The term of employment hereunder shall begin on _____, on or about * and _____ shall continue thereafter until the completion of the photography and recordation of said role.

* The "on or about clause" may only be used when the contract is delivered to the Performer at least three (3) days before the starting date.

(Continued)

9. **Incorporation of Television Agreement.** The applicable provisions of the Television Agreement are incorporated herein by reference. Performer's employment shall include performance in non-commercial openings, closings, bridges, etc., and no added compensation shall be payable to Performer so long as such are used in the role and episode covered hereunder and in which Performer appears; for other use, Performer shall be paid the added minimum compensation, if any, required under the provisions of the Screen Actors Guild agreements with Producer. Performer's employment shall be upon the terms, conditions and exceptions of the provisions applicable to the rate of salary and guarantee specified in Paragraphs 1. and 2. hereof.

10. **Arbitration of Disputes.** Should any dispute or controversy arise between the parties hereto with reference to this contract, or the employment herein provided for, such dispute or controversy shall be settled and determined by conciliation and arbitration in accordance with and to the extent provided in the conciliation and arbitration provisions of the Television Agreement, and such provisions are hereby referred to and by such reference incorporated herein and made a part of this agreement with the same effect as though the same were set forth herein in detail.

11. **Performer's Address.** All notices which the Producer is required or may desire to give to the Performer may be given either by mailing the same addressed to the Performer at _____, or such notice may be given to the Performer personally, either orally or in writing.

12. **Performer's Telephone.** The Performer must keep the Producer's casting office or the assistant director of said photoplay advised as to where the Performer may be reached by telephone without unreasonable delay. The current telephone number of the Performer is (_____)_____.

13. If Performer places his initials in the box, he thereby authorizes Producer to use portions of said television motion picture as a trailer to promote another episode or the series as a whole, upon payment to the Performer of the additional compensation prescribed by the Television Agreement.

14. **Furnishing of Wardrobe.** The Performer agrees to furnish all modern wardrobe and wearing apparel reasonably necessary for the portrayal of said role; it being agreed, however, that should so-called "character" or "period" costumes be required, the Producer shall supply the same. When Performer supplies any wardrobe, Performer shall receive the cleaning allowance and reimbursement specified in the Television Agreement.

15. **Next Starting Date.** The starting date of Performer's next engagement is _____.

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

By _____
Producer

_____
Performer

_____
Social Security Number

Production time reports are available on the set at the end of each day. Such reports shall be signed or initialed by the performer.

Attached hereto for your use is a Declaration Regarding Income Tax Withholding ("Part Year Employment Method of Withholding"). You may utilize such form by delivering same to Producer.

NOTICE TO PERFORMER: IT IS IMPORTANT THAT YOU RETAIN A COPY OF THIS CONTRACT FOR YOUR PERMANENT RECORDS.

THE PERFORMER MAY NOT WAIVE ANY PROVISION OF THIS CONTRACT WITHOUT THE WRITTEN CONSENT OF SCREEN ACTORS GUILD, INC.

SCREEN ACTORS GUILD

MINIMUM FREE LANCE WEEKLY CONTRACT

FOR TELEVISION MOTION PICTURES OR VIDEOTAPES

Continuous Employment—Weekly Basis—Weekly Salary

One Week Minimum Employment

THIS AGREEMENT is made this _____ day of _____ , 20 _____, between _____ , a corporation, hereinafter called "Producer," and _____ , hereinafter called "Performer."

WITNESSETH:

1. **Photoplay: Role and Guarantee.** Producer hereby engages Performer to render services as such, in the role of _____, in a photoplay produced primarily for exhibition over free television, the working title of which is now _____ . Performer accepts such engagement upon the terms herein specified. Producer guarantees that it will furnish Performer not less than _____ weeks employment. (If this blank is not filled in, the guarantee shall be one week.)

2. **Salary.** The Producer will pay to the Performer, and the Performer agrees to accept weekly (and pro rata for each additional day beyond guarantee) the following salary rate: $_____ per "studio week." (Schedule B Performers must receive an additional overtime payment of four (4) hours at straight time rate for each overnight location sixth day).

3. Producer shall have the unlimited right throughout the world to telecast the film and exhibit the film theatrically and in Supplemental Markets, in accordance with the terms and conditions of the applicable Screen Actors Guild Television Agreement (herein referred to as the "Television Agreement").

4. If the motion picture is rerun on television in the United States or Canada and contains any of the results and proceeds of the Performer's services, the Performer will be paid the additional compensation prescribed therefor by the Television Agreement, unless there is an agreement to pay an amount in excess thereof as follows:

_____

_____

5. If there is foreign telecasting of the motion picture, as defined in the Television Agreement, and such motion picture contains any of the results and proceeds of the Performer's services, the Performer will be paid $_____ plus pro rata thereof for each additional day of employment in excess of one week, or, if this blank is not filled in, the Performer will be paid the minimum additional compensation prescribed therefor by the Television Agreement.

6. If the motion picture is exhibited theatrically anywhere in the world and contains any of the results and proceeds of the Performer's services, the Performer will be paid $_____ plus pro rata thereof for each additional day of employment in excess of one week, or, if this blank is not filled in, the Performer will be paid the minimum additional compensation prescribed therefor by the Television Agreement.

7. If the motion picture is exhibited in Supplemental Markets anywhere in the world and contains any of the results and proceeds of the Performer's services, the Performer will be paid the supplemental market fees prescribed by the applicable provisions of the Television Agreement.

8. **Term.** The term of employment hereunder shall begin on _____ , on or about* _____and shall continue thereafter until the completion of the photography and recordation of said role.

*The "on or about clause" may only be used when the contract is delivered to the Performer at least three (3) days before the starting date.

(Continued)

9. **Incorporation of Television Agreement.** The applicable provisions of the Television Agreement are incorporated herein by reference. Performer's employment shall include performance in non-commercial openings, closings, bridges, etc., and no added compensation shall be payable to Performer so long as such are used in the role and episode covered hereunder and in which Performer appears; for other use, Performer shall be paid the added minimum compensation, if any, required under the provisions of the Screen Actors Guild agreements with Producer. Performer's employment shall be upon the terms, conditions and exceptions of said provisions applicable to the rate of salary and guarantee specified in Paragraphs 1. and 2. hereof.

10. **Arbitration of Disputes.** Should any dispute or controversy arise between the parties hereto with reference to this contract, or the employment herein provided for, such dispute or controversy shall be settled and determined by conciliation and arbitration in accordance with and to the extent provided in the conciliation and arbitration provisions of the Television Agreement, and such provisions are hereby referred to and by such reference incorporated herein and made a part of this agreement with the same effect as though the same were set forth herein in detail.

11. **Performer's Address.** All notices which the Producer is required or may desire to give to the Performer may be given either by mailing the same addressed to the Performer at _____ , or such notice may be given to the Performer personally, either orally or in writing.

12. **Performer's Telephone.** The Performer must keep the Producer's casting office or the assistant director of said photoplay advised as to where the Performer may be reached by telephone without unreasonable delay. The current telephone number of the Performer is (___) ___-_____ .

13. If Performer places his initials in the box, he thereby authorizes Producer to use portions of said television motion picture as a trailer to promote another episode or the series as a whole, upon payment to the Performer of the additional compensation prescribed by the Television Agreement.

14. **Furnishing of Wardrobe.** The Performer agrees to furnish all modern wardrobe and wearing apparel reasonably necessary for the portrayal of said role; it being agreed, however, that should so-called "character" or "period" costumes be required, the Producer shall supply the same. When Performer supplies any wardrobe, Performer shall receive the cleaning allowance and reimbursement specified in the Television Agreement.

15. **Next Starting Date.** The starting date of Performer's next engagement is _____.

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

By _____
Producer

_____
Performer

_____
Social Security Number

Production time reports are available on the set at the end of each day. Such reports shall be signed or initialed by the performer.

NOTICE TO PERFORMER: IT IS IMPORTANT THAT YOU RETAIN A COPY OF THIS CONTRACT FOR YOUR PERMANENT RECORDS.

SCREEN ACTORS GUILD

STUNT PERFORMER'S
DAILY CONTRACT
FOR THEATRICAL MOTION PICTURES

THE ARTIST MAY NOT WAIVE ANY PROVISION OF THIS CONTRACT
WITHOUT THE WRITTEN CONSENT OF SCREEN ACTORS GUILD, INC.

STUNT PERFORMER_____ DATE OF AGREEMENT_____
ADDRESS_____
_____
TELEPHONE ( ) _____ SOCIAL SECURITY NO._____
COMPANY/PRODUCER_____
PRODUCTION TITLE_____ PRODUCTION NO._____
AGENT/AGENCY_____
ADDRESS_____
_____
DAILY RATE $ _____ SERIES_____
WEEKLY CONV. RATE $ _____ START DATE_____

1. DESCRIPTION OF SERVICES: Producer hereby engages Stunt Performer to render services as _____. Stunt Performer accepts such engagement upon the terms herein specified.

2. TERM/GUARANTEE: Producer guarantees to furnish Stunt Performer not less than _____days engagement. If this space is not filled in, the guarantee shall be one (1) day.

3. STUNT ADJUSTMENTS: It is understood that the rate of compensation specified may be adjusted depending upon the nature of the stunt activities Producer may require. If so, a stunt adjustment will be agreed upon between the parties through good faith bargaining and said adjustment shall be noted on Stunt Performer's daily time report or time card. The parties shall agree upon the compensation to be paid before the stunt is performed if they may readily do so; however, it is expressly agreed that production shall not be delayed for the purpose of first determining the compensation for a stunt. Such adjustment shall increase Stunt Performer's compensation for the day in the manner prescribed in Schedule H of the Screen Actors Guild Codified Basic Agreement.

4. INCORPORATION OF PRODUCER-SCREEN ACTORS GUILD COLLECTIVE BARGAINING AGREEMENT: All provisions of the Screen Actors Guild Codified Basic Agreement and Television Agreement as the same may be supplemented and/or amended to date shall be deemed incorporated herein. Stunt Performer's engagement shall be upon the terms, conditions and exceptions of said provisions applicable to the rate of compensation and guarantee specified.

5. RIGHTS : Producer shall have the unlimited right throughout the universe and in perpetuity to exhibit the Motion Picture in all media, now or hereafter known, and Producer, as employer-for-hire of Stunt Performer, shall own all rights in the results and proceeds of Stunt Performer's services hereunder.

6. ADDITIONAL COMPENSATION: If the Motion Picture covered hereby is exhibited, containing any of the results and proceeds of Stunt Performer's services hereunder, in any of the following media:
   (I) "Free" television exhibition anywhere in the universe;
   (ii) Supplemental Market exhibition anywhere in the universe;
   (iii) Basic Cable exhibition anywhere in the universe,

(Continued)

as to each such medium in which it is so exhibited, Producer will pay, and Stunt Performer will accept as payment in full, the minimum additional compensation provided therefor in the Screen Actors Guild Codified Basic Agreement, except as compensation in excess of such minimum, if any, has been provided in this Agreement.

7. CONTINUOUS EMPLOYMENT AND RIGHT TO ROLE (when applicable): If Stunt Performer portrays a role or has dialogue, Stunt Performer shall be entitled to "continuous employment" and "Right to Role," if any, only to the extent prescribed by the Screen Actors Guild Codified Basic Agreement. Stunt Performer shall receive a separate contract for such services.

8. MOTION PICTURE AND TELEVISION FUND: Stunt Performer (does) (does not) hereby authorize Producer to deduct from the compensation hereinabove specified an amount equal to_____ percent of each installment of compensation due Stunt Performer hereunder, and to pay the amount so deducted to the Motion Picture and Television Fund of America, Inc.

9. WAIVER: Stunt Performer may not waive any provision of the Screen Actors Guild Codified Basic Agreement of Television Agreement, whichever is a pplicable, without the written consent of the Screen Actors Guild, Inc.

10. SIGNATORY: Producer makes the material representation that either it is presently a signatory to the Screen Actors Guild collective bargaining agreement covering the engagement contracted for herein, or that the Motion Picture is covered by such collective bargaining agreement under the "Independent Production" provisions (Section 24) of the General Provisions of the Screen Actors Guild Codified Basic Agreement.

Signing of this Agreement in the spaces below signified acceptance by Producer and Stunt Performer of all of the above terms and conditions hereof and attached hereto, if any, as of the date specified above.

PRODUCER_____ STUNT PERFORMER_____

BY_____

Production time reports and/or time cards are available on the set at the beginning and end of each day, which reports and/or time cards shall be signed or initialed by Stunt Performer and must indicate any agreed stunt adjustments.

NOTICE TO STUNT PERFORMER:
IT IS IMPORTANT THAT YOU RETAIN A COPY OF
THIS AGREEMENT FOR YOUR PERMANENT RECORDS.

THE ARTIST MAY NOT WAIVE ANY PROVISION OF THIS CONTRACT WITHOUT THE WRITTEN CONSENT OF SCREEN ACTORS GUILD, INC.

SCREEN ACTORS GUILD

STUNT PERFORMER'S
MINIMUM FREELANCE THREE-DAY CONTRACT
FOR TELEVISION MOTION PICTURES

STUNT PERFORMER _____ DATE OF AGREEMENT _____

ADDRESS _____

_____

TELEPHONE (____) ____ – _____ SOCIAL SECURITY NO. ____ – ____ – _____

COMPANY/PRODUCER _____

PRODUCTION TITLE _____ PRODUCTION NO. _____

AGENT/AGENCY _____

ADDRESS _____

_____

1. **DESCRIPTION OF SERVICES:** Producer hereby engages Stunt Performer to render services as . Stunt Performer accepts such engagement upon the terms herein specified.
2. **COMPENSATION/TERM/GUARANTEE:** Producer will pay Stunt Performer and Stunt Performer agrees to accept the following three-day compensation (excluding location premiums) of $_____ (and pro rata services). The total guaranteed compensation shall be $_____ for the total guaranteed period of _____ . If this space is not filled in, the guarantee shall be three (3) days. Stunt Performer shall receive sixth day location premium where applicable.
3. **START DATE:** The term of engagement shall begin on _____ or "on or about" *_____ .
4. **NEXT START DATE:** The start date of Stunt Performer's next engagement is _____ .
5. **STUNT ADJUSTMENTS:** It is understood that the rate of compensation specified may be adjusted depending upon the nature of the stunt activities Producer may require. If so, a stunt adjustment will be agreed upon between the parties through good faith bargaining and said adjustment shall be noted on Stunt Performer's daily time report or time card.

   The parties shall agree upon the compensation to be paid before the stunt is performed if they may readily do so; however, it is expressly agreed that production shall not be delayed for the purpose of first determining the compensation for a stunt. Such adjustment shall increase Stunt Performer's compensation for the three-days in the manner prescribed in Schedule H-II or H-III of the Screen Actors Guild Codified Basic Agreement.
6. **INCORPORATION OF PRODUCER-SCREEN ACTORS GUILD COLLECTIVE BARGAINING AGREEMENT:** All provisions of the Screen Actors Guild Codified Basic Agreement as the same may be supplemented and/or amended to date shall be deemed incorporated herein. Stunt Performer's engagement shall include performance in non-commercial openings, closings, bridges, etc., and no added compensation shall be payable to Stunt Performer so long as such are used in the Motion Picture covered hereunder and in which Stunt Performer appears or with respect to which Stunt Performer is paid compensation hereunder. Stunt Performer's engagement shall be upon the terms, conditions and exceptions of said provisions applicable to the rate of compensation specified.

**The "on or about" clause may only be used when this Agreement is delivered to Stunt Performer at least three (3) days before the Start Date.*

(Continued)

7. **RIGHTS:** Producer shall have the unlimited right throughout the universe and in perpetuity to exhibit the Motion Picture in all media, now or hereafter known, and Producer, as employer-for-hire of Stunt Performer, shall own all rights in the results and proceeds of Stunt Performer's services hereunder.
8. **ADDITIONAL COMPENSATION:** If the Motion Picture covered hereby is exhibited, containing any of the results and proceeds of Stunt Performer's services hereunder, in any of the following media:

   (i) "Free" television reruns in the United States or Canada, or both;
   (ii) Television exhibition anywhere in the universe outside the United States and Canada;
   (iii) Theatrical exhibition anywhere in the universe;
   (iv) Supplemental Market exhibition anywhere in the universe;
   (v) Basic Cable exhibition anywhere in the universe,

   as to each such medium in which the motion picture is so exhibited, Producer will pay, and Stunt Performer will accept as payment in full, the minimum additional compensation provided therefor in the Screen Actors Guild Codified Basic Agreement or Television Agreement, as the case may be, except as compensation in excess of such minimum, if any, has been provided in this Agreement.
9. **CONTINUOUS EMPLOYMENT AND RIGHT TO ROLE (when applicable):** If Stunt Performer portrays a role or has dialogue, Stunt Performer shall be entitled to "continuous employment" and "Right to Role," if any, only to the extent prescribed by the Screen Actors Guild Codified Basic Agreement. Stunt Performer shall receive a separate contract for such services.
10. **MOTION PICTURE AND TELEVISION FUND:** Stunt Performer [does] [does not] hereby authorize Producer to deduct from the compensation hereinabove specified an amount equal to _____ percent of each installment of compensation due Stunt Performer hereunder, and to pay the amount so deducted to the Motion Picture and Television Fund of America, Inc.
11. **WAIVER:** Stunt Performer may not waive any provision of the Screen Actors Guild Codified Basic Agreement or Television Agreement, whichever is applicable, without the written consent of the Screen Actors Guild, Inc.
12. **SIGNATORY:** Producer makes the material representation that either it is presently a signatory to the Screen Actors Guild collective bargaining agreement covering the engagement contracted for herein, or that the Motion Picture is covered by such collective bargaining agreement under the "Independent Production" provisions (Section 24) of the General Provisions of the Screen Actors Guild Codified Basic Agreement.

Signing of this Agreement in the spaces below signifies acceptance by Producer and Stunt Performer of all of the above terms and conditions and those on the reverse hereof and attached hereto, if any, as of the date specified above.

PRODUCER _____ STUNT PERFORMER _____

BY _____

Production time reports and/or time cards are available on the set at the beginning and end of each day, which reports and/or time cards shall be signed or initialed by Stunt Performer and must indicate any agreed stunt adjustments.

NOTICE TO STUNT PERFORMER: IT IS IMPORTANT THAT YOU RETAIN A COPY OF THIS AGREEMENT FOR YOUR PERMANENT RECORDS.

SCREEN ACTORS GUILD

STUNT PERFORMER'S
MINIMUM FREELANCE WEEKLY CONTRACT
FOR TELEVISION MOTION PICTURES

THE ARTIST MAY NOT WAIVE ANY PROVISION OF THIS CONTRACT
WITHOUT THE WRITTEN CONSENT OF SCREEN ACTORS GUILD, INC.

STUNT PERFORMER_____ DATE OF AGREEMENT_____

ADDRESS_____

_____

TELEPHONE ( ) _____ SOCIAL SECURITY NO._____

COMPANY/PRODUCER_____

PRODUCTION TITLE_____ PRODUCTION NO._____

AGENT/AGENCY_____

ADDRESS_____

_____

1. DESCRIPTION OF SERVICES: Producer hereby engages Stunt Performer to render services as _____. Stunt Performer accepts such engagement upon the terms herein specified.

2. COMPENSATION/TERM/GUARANTEE: Producer will pay Stunt Performer and Stunt Performer agrees to accept the following weekly compensation (excluding location premiums) of $_____ (and pro rata for each additional day beyond the guarantee until completion of services). The total guaranteed compensation shall be $_____ for the total guaranteed period of _____. If this space is not filled in, the guarantee shall be one (1) week. Stunt Performer shall receive sixth day location premium where applicable.

3. START DATE: The term of engagement shall begin on _____. or "on or about" *_____.

4. NEXT START DATE : The start date of Stunt Performer's next engagement is_____.

5. STUNT ADJUSTMENTS: It is understood that the rate of compensation specified may be adjusted depending upon the nature of the stunt activities Producer may require. If so, a stunt adjustment will be agreed upon between the parties through good faith bargaining and said adjustment shall be noted on Stunt Performer's daily time report or time card.

   The parties shall agree upon the compensation to be paid before the stunt is performed if they may readily do so; however, it is expressly agreed that production shall not be delayed for the purpose of first determining the compensation for a stunt. Such adjustment shall increase Stunt Performer's compensation for the week in the manner prescribed in Schedule H-II or H-III of the Screen Actors Guild Codified Basic Agreement.

6. INCORPORATION OF PRODUCER-SCREEN ACTORS GUILD COLLECTIVE BARGAINING AGREEMENT: All provisions of the Screen Actors Guild Codified Basic Agreement and Television Agreement as the same may be supplemented and/or amended to date shall be deemed incorporated herein. Stunt Performer's engagement shall include performance in non-commercial openings, closings, bridges, etc., and no added compensation shall be payable to Stunt Performer so long as such are used in the Motion Picture covered hereunder and in which Stunt Performer appears or with respect to which Stunt Performer is paid compensation hereunder. Stunt Performer's engagement shall be upon the terms, conditions andexceptions of said provisions applicable to the rate of compensation and guarantee specified.

(Continued)

* *The "on or about" clause may only be used when this Agreement is delivered to Stunt Performer at least three (3) days before the Start Date.*

7. RIGHTS: Producer shall have the unlimited right throughout the universe and in perpetuity to exhibit the Motion Picture in all media, now or hereafter known, and Producer, as employer-for-hire of Stunt Performer, shall own all rights in the results and proceeds of Stunt Performer's services hereunder.

8. ADDITIONAL COMPENSATION: If the Motion Picture covered hereby is exhibited, containing any of the results and proceeds of Stunt Performer's services hereunder, in any of the following media:
   (I) "Free" television reruns in the United States or Canada, or both;
   (ii) Television exhibition anywhere in the universe outside the United States and Canada;
   (iii) Theatrical exhibition anywhere in the universe;
   (iv) Supplemental Market exhibition anywhere in the universe;
   (v) Basic Cable exhibition anywhere in the universe,

   as to each such medium in which the motion picture is so exhibited, Producer will pay, and Stunt Performer will accept as payment in full, the minimum additional compensation provided therefor in the Screen Actors Guild Codified Basic Agreement or Television Agreement, as the case may be, except as compensation in excess of such minimum, if any, has been provided in this Agreement.

9. CONTINUOUS EMPLOYMENT AND RIGHT TO ROLE (when applicable): If Stunt Performer portrays a role or has dialogue, Stunt Performer shall be entitled to "continuous employment" and "Right to Role," if any, only to the extent prescribed by the Screen Actors Guild Codified Basic Agreement. Stunt Performer shall receive a separate contract for such services.

10. MOTION PICTURE AND TELEVISION FUND: Stunt Performer (does) (does not) hereby authorize Producer to deduct from the compensation hereinabove specified an amount equal to _____ percent of each installment of compensation due Stunt Performer hereunder, and to pay the amount so deducted to the Motion Picture and Television Fund of America, Inc.

11. WAIVER: Stunt Performer may not waive any provision of the Screen Actors Guild Codified Basic Agreement of Television Agreement, whichever is applicable, without the written consent of the Screen Actors Guild, Inc.

12. SIGNATORY: Producer makes the material representation that either it is presently a signatory to the Screen Actors Guild collective bargaining agreement covering the engagement contracted for herein, or that the Motion Picture is covered by such collective bargaining agreement under the "Independent Production" provisions (Section 24) of the General Provisions of the Screen Actors Guild Codified Basic Agreement.

Signing of this Agreement in the spaces below signified acceptance by Producer and Stunt Performer of all of the above terms and conditions hereof and attached hereto, if any, as of the date specified above.

PRODUCER _____ STUNT PERFORMER _____

BY _____

Production time reports and/or time cards are available on the set at the beginning and end of each day, which reports and/or time cards shall be signed or initialed by Stunt Performer and must indicate any agreed stunt adjustments.

NOTICE TO STUNT PERFORMER: IT IS IMPORTANT THAT YOU RETAIN A COPY OF THIS AGREEMENT FOR YOUR PERMANENT RECORDS.

THE PERFORMER MAY NOT WAIVE ANY PROVISION OF THIS CONTRACT WITHOUT THE WRITTEN CONSENT OF SCREEN ACTORS GUILD, INC.

SCREEN ACTORS GUILD

DAILY CONTRACT
(DAY PERFORMER)
FOR THEATRICAL MOTION PICTURES

Company _____ Date _____

Date Employment Starts _____ Performer Name _____

Production Title _____ Address _____

Production Number _____ Telephone No.: ( ) _____

Role _____ Social Security No. _____

Daily Rate $_____ Legal Resident of (State) _____

Weekly Conversion Rate $ _____ Citizen of U.S. ☐ Yes ☐ No

Wardrobe supplied by Performer Yes ☐ No ☐

If so, number of outfits _____ @ $_____

(formal) _____ @ $_____

Date of Stunt Performer's next engagement: _____

COMPLETE FOR "DROP-AND-PICK-UP" DEALS ONLY:

Firm recall date on _____

or on or after *_____

("On or after" recall only applies to pick-up as Weekly Performer)

As ☐ Day Performer ☐ Weekly Performer

*Means date specified or within 24 hours thereafter.

The employment is subject to all of the provisions and conditions applicable to the employment of DAY PERFORMER contained or provided for in the Producer-Screen Actors Guild Codified Basic Agreement as the same may be supplemented and/or amended.

The performer does hereby authorize the Producer to deduct from the compensation hereinabove specified an amount equal to per cent of each installment of compensation due the Performer hereunder, and to pay the amount so deducted to the Motion Picture and Television Relief Fund of America, Inc.

Special Provisions:

PRODUCER _____ PERFORMER _____

BY _____

Production time reports are available on the set at the end of each day. Such reports shall be signed or initialed by the Performer.

Attached hereto for your use is Declaration Regarding Income Tax Withholding.

NOTICE TO PERFORMER: IT IS IMPORTANT THAT YOU RETAIN A COPY OF THIS CONTRACT FOR YOUR PERMANENT RECORDS.

THE PERFORMER MAY NOT WAIVE ANY PROVISION OF THIS CONTRACT WITHOUT THE WRITTEN CONSENT OF SCREEN ACTORS GUILD, INC.

SCREEN ACTORS GUILD

SCREEN ACTORS GUILD
MINIMUM FREE LANCE CONTRACT
FOR THEATRICAL MOTION PICTURES

Continuous Employment—Weekly Basis—Weekly Salary
One Week Minimum Employment

THIS AGREEMENT, made this day of , 19 , between , hereafter called "Producer," and , hereafter called "Performer."

1. PHOTOPLAY, ROLE, SALARY AND GUARANTEE. Producer hereby engages Performer to render services as such in the role of , in a photoplay, the working title of which is now , at the salary of $ per "studio week" (Schedule B Performers must receive an additional overtime payment of four (4) hours at straight time rate for each overnight location Saturday). Performer accepts such engagement upon the terms herein specified. Producer guarantees that it will furnish Performer not less than week's employment (if this blank is not filled in, the guarantee shall be one week). Performer shall be paid pro rata for each additional day beyond guarantee until dismissal.
2. TERM: The term of employment hereunder shall begin on

   on _____

   on or about* _____

   and shall continue thereafter until the completion of the photography and recordation of said role.
3. BASIC CONTRACT. All provisions of the collective bargaining agreement between Screen Actors Guild, Inc. and Producer, relating to theatrical motion pictures, which are applicable to the employment of the Performer hereunder, shall be deemed incorporated herein.
4. PERFORMER'S ADDRESS. All notices which the Producer is required or may desire to give to the Performer may be given either by mailing the same addressed to the Performer at or such notice may be given to the Performer personally, either orally or in writing.
5. PERFORMER'S TELEPHONE. The Performer must keep the Producer's casting office or the assistant director of said photoplay advised as to where the Performer may be reached by telephone without unreasonable delay. The current telephone number of the Performer is .
6. MOTION PICTURE AND TELEVISION RELIEF FUND. The Performer does hereby authorize the Producer to deduct from the compensation hereinabove specified an amount equal to per cent of each installment of compensation due the Performer hereunder, and to pay the amount so deducted to the Motion Picture and Television Relief Fund of America, Inc.
7. FURNISHING OF WARDROBE. The (Producer) (Performer) agrees to furnish all modern wardrobe and wearing apparel reasonably necessary for the portrayal of said role; it being agreed, however, that should so-called "character" or "period" costumes be required, the Producer shall supply the same. When Performer furnishes any wardrobe, Performer shall receive the cleaning allowance and reimbursement, if any, specified in the basic contract.

   Number of outfits furnished by Performer _____ @ $_____
   (formal) _____ @ $_____

*The "on or about" clause may only be used when the contract is delivered to the Performer at least seven days before the starting date. See Codified Basic Agreement, Schedule B, Schedule C, otherwise a specific starting date must be stated.

(Continued)

8. ARBITRATION OF DISPUTES. Should any dispute or controversy arise between the parties hereto with reference to this contract, or the employment herein provided for, such dispute or controversy shall be settled and determined by conciliation and arbitration in accordance with the conciliation and arbitration provisions of the collective bargaining agreement between the Producer and Screen Actors Guild relating to theatrical motion pictures, and such provisions are hereby referred to and by such reference incorporated herein and made a part of this Agreement with the same effect as though the same were set forth herein in detail.
9. NEXT STARTING DATE. The starting date of Performer's next engagement is.
10. The Performer may not waive any provision of this contract without the written consent of Screen Actors Guild, Inc.
11. Producer makes the material representation that either it is presently a signatory to the Screen Actors Guild collective bargaining agreement covering the employment contracted for herein, or that the above-referred-to photoplay is covered by such collective bargaining agreement under the Independent Production provisions of the General Provisions of the Screen Actors Guild Codified Basic Agreement as the same may be supplemented and/or amended.

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

PRODUCER _____ PERFORMER _____

BY _____ Social Security No. _____

Production time reports are available on the set at the end of each day, which reports shall be signed or initialed by the Performer.

Attached hereto for your use are the following: (1) Declaration Regarding Income Tax Withholding ("Part Year Employment Method of Withholding") and (2) Declaration Regarding Income Tax Withholding. You may utilize the applicable form by delivering same to Producer. Only one of such forms may be used.

NOTICE TO PERFORMER: IT IS IMPORTANT THAT YOU RETAIN A COPY OF THIS CONTRACT FOR YOUR PERMANENT RECORDS.

SCREEN ACTORS GUILD

STUNT PERFORMER'S
DAILY CONTRACT
FOR THEATRICAL MOTION PICTURES

THE ARTIST MAY NOT WAIVE ANY PROVISION OF THIS CONTRACT
WITHOUT THE WRITTEN CONSENT OF SCREEN ACTORS GUILD, INC.

STUNT PERFORMER_____DATE OF AGREEMENT_____
ADDRESS_____
_____
TELEPHONE ( ) _____SOCIAL SECURITY NO._____
COMPANY/PRODUCER_____
PRODUCTION TITLE_____PRODUCTION NO._____
AGENT/AGENCY_____
ADDRESS_____
_____
DAILY RATE $_____SERIES _____
WEEKLY CONV. RATE $_____START DATE _____

1. DESCRIPTION OF SERVICES: Producer hereby engages Stunt Performer to render services as _____. Stunt Performer accepts such engagement upon the terms herein specified.

2. TERM/GUARANTEE: Producer guarantees to furnish Stunt Performer not less than _____days engagement. If this space is not filled in, the guarantee shall be one (1) day.

3. STUNT ADJUSTMENTS: It is understood that the rate of compensation specified may be adjusted depending upon the nature of the stunt activities Producer may require. If so, a stunt adjustment will be agreed upon between the parties through good faith bargaining and said adjustment shall be noted on Stunt Performer's daily time report or time card. The parties shall agree upon the compensation to be paid before the stunt is performed if they may readily do so; however, it is expressly agreed that production shall not be delayed for the purpose of first determining the compensation for a stunt. Such adjustment shall increase Stunt Performer's compensation for the day in the manner prescribed in Schedule H of the Screen Actors Guild Codified Basic Agreement.

4. INCORPORATION OF PRODUCER-SCREEN ACTORS GUILD COLLECTIVE BARGAINING AGREEMENT: All provisions of the Screen Actors Guild Codified Basic Agreement and Television Agreement as the same may be supplemented and/or amended to date shall be deemed incorporated herein. Stunt Performer's engagement shall be upon the terms, conditions and exceptions of said provisions applicable to the rate of compensation and guarantee specified.

5. RIGHTS: Producer shall have the unlimited right throughout the universe and in perpetuity to exhibit the Motion Picture in all media, now or hereafter known, and Producer, as employer-for-hire of Stunt Performer, shall own all rights in the results and proceeds of Stunt Performer's services hereunder.

6. ADDITIONAL COMPENSATION: If the Motion Picture covered hereby is exhibited, containing any of the results and proceeds of Stunt Performer's services hereunder, in any of the following media:
   (I) "Free" television reruns in the United States or Canada, or both;
   (ii) Television exhibition anywhere in the universe outside the United States and Canada;
   (iii) Theatrical exhibition anywhere in the universe;

as to each such medium in which the motion picture is so exhibited, Producer will pay, and Stunt Performer will accept as payment in full, the minimum additional compensation provided therefor in the Screen Actors Guild

(Continued)

Codified Basic Agreement, except as compensation in excess of such minimum, if any, has been provided in this Agreement.

7. CONTINUOUS EMPLOYMENT AND RIGHT TO ROLE (when applicable): If Stunt Performer portrays a role or has dialogue, Stunt Performer shall be entitled to "continuous employment" and "Right to Role," if any, only to the extent prescribed by the Screen Actors Guild Codified Basic Agreement. Stunt Performer shall receive a separate contract for such services.

8. MOTION PICTURE AND TELEVISION FUND: Stunt Performer (does) (does not) hereby authorize Producer to deduct from the compensation hereinabove specified an amount equal to _____ percent of each installment of compensation due Stunt Performer hereunder, and to pay the amount so deducted to the Motion Picture and Television Fund of America, Inc.

9. WAIVER: Stunt Performer may not waive any provision of the Screen Actors Guild Codified Basic Agreement of Television Agreement, whichever is applicable, without the written consent of the Screen Actors Guild, Inc.

10. SIGNATORY: Producer makes the material representation that either it is presently a signatory to the Screen Actors Guild collective bargaining agreement covering the engagement contracted for herein, or that the Motion Picture is covered by such collective bargaining agreement under the "Independent Production" provisions (Section 24) of the General Provisions of the Screen Actors Guild Codified Basic Agreement.

Signing of this Agreement in the spaces below signified acceptance by Producer and Stunt Performer of all of the above terms and conditions hereof and attached hereto, if any, as of the date specified above.

PRODUCER_____STUNT PERFORMER_____

BY_____

Production time reports and/or time cards are available on the set at the beginning and end of each day, which reports and/or time cards shall be signed or initialed by Stunt Performer and must indicate any agreed stunt adjustments.

NOTICE TO STUNT PERFORMER: IT IS IMPORTANT THAT YOU RETAIN A COPY OF THIS AGREEMENT FOR

YOUR PERMANENT RECORDS.

SCREEN ACTORS GUILD

STUNT PERFORMER'S
DAILY CONTRACT
FOR THEATRICAL MOTION PICTURES

THE ARTIST MAY NOT WAIVE ANY PROVISION OF THIS CONTRACT
WITHOUT THE WRITTEN CONSENT OF SCREEN ACTORS GUILD, INC.

STUNT PERFORMER_____DATE OF AGREEMENT_____
ADDRESS_____
_____
TELEPHONE ( ) _____SOCIAL SECURITY NO._____
COMPANY/PRODUCER_____
PRODUCTION TITLE_____PRODUCTION NO._____
AGENT/AGENCY_____
ADDRESS_____
_____
DAILY RATE $_____SERIES_____
WEEKLY CONV. RATE $_____START DATE_____

1. DESCRIPTION OF SERVICES: Producer hereby engages Stunt Performer to render services as _____. Stunt Performer accepts such engagement upon the terms herein specified.

2. TERM/GUARANTEE: Producer guarantees to furnish Stunt Performer not less than_____days engagement. If this space is not filled in, the guarantee shall be one (1) day.

3. STUNT ADJUSTMENTS: It is understood that the rate of compensation specified may be adjusted depending upon the nature of the stunt activities Producer may require. If so, a stunt adjustment will be agreed upon between the parties through good faith bargaining and said adjustment shall be noted on Stunt Performer's daily time report or time card. The parties shall agree upon the compensation to be paid before the stunt is performed if they may readily do so; however, it is expressly agreed that production shall not be delayed for the purpose of first determining the compensation for a stunt. Such adjustment shall increase Stunt Performer's compensation for the day in the manner prescribed in Schedule H of the Screen Actors Guild Codified Basic Agreement.

4. INCORPORATION OF PRODUCER-SCREEN ACTORS GUILD COLLECTIVE BARGAINING AGREEMENT: All provisions of the Screen Actors Guild Codified Basic Agreement and Television Agreement as the same may be supplemented and/or amended to date shall be deemed incorporated herein. Stunt Performer's engagement shall be upon the terms, conditions and exceptions of said provisions applicable to the rate of compensation and guarantee specified.

5. RIGHTS: Producer shall have the unlimited right throughout the universe and in perpetuity to exhibit the Motion Picture in all media, now or hereafter known, and Producer, as employer-for-hire of Stunt Performer, shall own all rights in the results and proceeds of Stunt Performer's services hereunder.

6. ADDITIONAL COMPENSATION: If the Motion Picture covered hereby is exhibited, containing any of the results and proceeds of Stunt Performer's services hereunder, in any of the following media:
   (I) "Free" television reruns in the United States or Canada, or both;
   (ii) Television exhibition anywhere in the universe outside the United States and Canada;
   (iii) Theatrical exhibition anywhere in the universe;

as to each such medium in which the motion picture is so exhibited, Producer will pay, and Stunt Performer will accept as payment in full, the minimum additional compensation provided therefor in the Screen Actors Guild

(Continued)

Codified Basic Agreement, except as compensation in excess of such minimum, if any, has been provided in this Agreement.

7. CONTINUOUS EMPLOYMENT AND RIGHT TO ROLE (when applicable): If Stunt Performer portrays a role or has dialogue, Stunt Performer shall be entitled to "continuous employment" and "Right to Role," if any, only to the extent prescribed by the Screen Actors Guild Codified Basic Agreement. Stunt Performer shall receive a separate contract for such services.

8. MOTION PICTURE AND TELEVISION FUND: Stunt Performer (does) (does not) hereby authorize Producer to deduct from the compensation hereinabove specified an amount equal to _____ percent of each installment of compensation due Stunt Performer hereunder, and to pay the amount so deducted to the Motion Picture and Television Fund of America, Inc.

9. WAIVER: Stunt Performer may not waive any provision of the Screen Actors Guild Codified Basic Agreement of Television Agreement, whichever is applicable, without the written consent of the Screen Actors Guild, Inc.

10. SIGNATORY: Producer makes the material representation that either it is presently a signatory to the Screen Actors Guild collective bargaining agreement covering the engagement contracted for herein, or that the Motion Picture is covered by such collective bargaining agreement under the "Independent Production" provisions (Section 24) of the General Provisions of the Screen Actors Guild Codified Basic Agreement.

Signing of this Agreement in the spaces below signified acceptance by Producer and Stunt Performer of all of the above terms and conditions hereof and attached hereto, if any, as of the date specified above.

PRODUCER _____ STUNT PERFORMER _____

BY_____

Production time reports and/or time cards are available on the set at the beginning and end of each day, which reports and/or time cards shall be signed or initialed by Stunt Performer and must indicate any agreed stunt adjustments.

NOTICE TO STUNT PERFORMER: IT IS IMPORTANT THAT YOU RETAIN A COPY OF THIS AGREEMENT FOR YOUR PERMANENT RECORDS.

THE PERFORMER MAY NOT WAIVE ANY PROVISION OF THIS CONTRACT
WITHOUT THE WRITTEN CONSENT OF SCREEN ACTORS GUILD, INC.

SCREEN ACTORS GUILD

PERFORMER CONTRACT FOR INTERACTIVE PROGRAM

Interative
Program Title:_____ Date:_____

Company:_____ Performer Name:_____

SAG Production I.D. Number:_____ Address:_____

Employment Starts:_____ _____

Role:_____ Home Telephone:_____

Daily Rate $:_____ Cell:_____

3-Day Rate $:_____ Social Security No.:_____

Weekly Rate $:_____ Date of performer's
next engagement:_____

Special Provisions $:_____

_____

Wardrobe Supplied by Performer: Yes_____ No_____
If so, number of outfits_____ @ $:_____
(formal)_____@ $:_____

THIS AGREEMENT covers the employment of the above-named Performer (signatory company name):
_____ in the production and at the rate of compensation set forth above and its subject to and shall include, for the benefit of the Performer and Producer, all of the applicable provisions and conditions contained or provided for in the applicable Screen Actors Guild Interactive Media Agreement.

Producer shall have all the rights in and to the results and proceeds of the Performer's services rendered hereunder, as are provided in the applicable SAG Interactive Media Agreement.

By:_____ By:_____
Producer Signature **Performer Signature**

_____ _____
Print Name **Performer's Social Security No.**

Production time reports are available on the et at the end of each day, which reports shall be signed or initialed by the Performer.

NOTE TO PERFORMER: IT IS IMPORTANT THAT YOU RETAIN A COPY OF THIS CONTRACT
FOR YOUR PERMANENT RECORDS

#20

SCREEN ACTORS GUILD THEATRIAL & TELEVISION SIGN-IN SHEET

PRODUCER: _____ CASTING REP: _____
PRODUCTION CO: _____ CASTNG REP. PHONE: _____
PRODUCTION OFFICE PHONE#: _____ PRODUCTION TITLE: _____
EPISODE: _____

AUDITION DATE: _____ _____ CASTING DIRECTOR'S SIGNATURE

CASTING REP: Please fill in time seen for ea. actor

(1) NAME	(2) SOC. SEC.# or SAG MEMBER #	(3) ROLE	(4) AGENT	(5) PROVIDED? PARK	(5) PROVIDED? SCRIPT	(6) ARRIVAL TIME	(7) APPT. TIME	(8) SEEN TIME (Cast rep)	(9) TIME OUT	(10) TAPED?	(11) ACTOR INITIALS

#17

SCREEN ACTORS GUILD PERFORMERS PRODUCTION TIME REPORT

Exhibit G

Picture Title _____ Prod.#_____ Date_____ Contact_____ Phone No. ( )_____

Shooting Location _____ Is Today a Designated Day Off? *Ye No MP TV Industrial Other _____

Please Complete in Ink

WORK - W START - S
TRAVEL - TR FINISH - F
TEST - T FITING - FT
REHEARSAL - R HOLD - H

W H S F R T TR FT

CAST	MINORS	CHARACTER	REPORT MAKEUP WDBE.	WORK TIME: Report on set	WORK TIME: Dismiss on set	Dismiss Makeup Wardrobe	In Out ND MEAL	MEALS: 1st Meal Start	1st Meal Finish	2nd Meal Start	2nd Meal Finish	TRAVEL TIME: Leave for Location	Arrive on Location	Leave Location	Arrive at Studio	Stunt Adj	Minors Turoring Time	Wardrobe: No. of Outfits Provided	Forced Call: MPVs	PERFORMER'S SIGNATURE

*THIS REFERS TO THE TWO (2) DAYS (ONE (1) DAY ON OVERNIGHT LOCATION) WHICH PRODUCER CAN DESIGNATE AS DAY(S) OFF FOR THE PRODUCTION FOR WHICH PERFORMERS ARE NOT PAID CONTINUOUS EMPLOYMENT.

SCREEN ACTORS GUILD

CASTING DATA REPORT

THIS FORM MUST BE COMPLETED FOR EACH MOTION PICTURE AND EACH EPISODE OF EACH SERIES PRODUCED FOR THE QUARTER IN WHICH PRINCIPAL PHOTOGRAPHY WAS COMPLETED.

See Reverse For Instructions

1) PRODUCTION COMPANY _____

2) QUARTER and YEAR _____

3) PROJECT (Title, Prod. No., etc.) _____

4) DESCRIPTION (Feature, M.O.W., TV Series, etc.) _____

5) TOTAL NO. OF DAYS OF PRODUCTION (Principal Photography Only) _____

6) DATA SUBMITTED BY _____ NAME

TELEPHONE NUMBER (___) ___ - _____

7) CHECK IF APPROPRIATE ☐ NO STUNTS

PART I

CATEGORY		8) FORM OF HIRING DAILY	8) FORM OF HIRING WEEKLY	8) FORM OF HIRING SERIES	9) CAST TOTALS	10) NO. OF DAYS WORKED	11) AGE: UNDER 40	11) AGE: 40 and OVER	11) AGE: UNKNOWN
MALE	LEAD								
	SUPPORT								
FEMALE	LEAD								
	SUPPORT								

PART II

CATEGORY		12) FORM OF HIRING DAILY M	DAILY F	WEEKLY M	WEEKLY F	SERIES M	SERIES F	13) NO. OF DAYS WORKED M	NO. OF DAYS WORKED F	14) AGE UNDER 40 M	UNDER 40 F	40 and OVER M	40 and OVER F	UNKNOWN M	UNKNOWN F
ASIAN/PACIFIC	LEAD														
	SUPPORT														
BLACK	LEAD														
	SUPPORT														
CAUCASIAN	LEAD														
	SUPPORT														
LATINO/HISPANIC	LEAD														
	SUPPORT														
N. AMERICAN INDIAN	LEAD														
	SUPPORT														
UNKNOWN/OTHER	LEAD														
	SUPPORT														

(Continued)

INSTRUCTIONS

(After reading the following, if you have any further questions, please call 213/549-6644.) (For your convenience, our fax number is 213/549-6647.)

1. Indicate the name of the signatory Production Company (e.g., "THE ABC COMPANY").

2. Indicate the quarter/year when ***principal photography*** was completed (e.g., "1st quarter 1981"). Make one report only for full project even though it might span more than one quarter.

   The quarters consist of:

January	-	March	(1st)
April	-	June	(2nd)
July	-	September	(3rd)
October	-	December	(4th)

3. Indicate the name of the film for which you are reporting.

4. Indicate the type of project (feature, television movie, television pilot, television series, animation.

5. Use a number to respond to this question.

6. Indicate the name of person completing this form and the telephone number for same.

7. Two separate reports are required, one for Performers only and one for Stunt Performers only. If there were no Stunt Performers employed on the film, check the "No Stunt" box. If Stunt Performers were employed, complete the casting data report form for Stunt Performers.

8. **Part I.** Indicate the total number of lead and supporting Performers in each of the applicable categories. Series performers column is provided for episodic TV shows only. Daily column is for daily contract & 3-day contract performers only. Weekly column is for weekly contract and run-of-the-picture performers. A day contract performer upgraded to a weekly contract performer in a drop/pick-up situation should be listed in the weekly column (**do not count** the performer twice).

9. Use numbers only to indicate the total number of Performers in the category.

10. Use numbers only to indicate the total number of days worked by ALL Performers in the category. (Include all days paid for including hold, rehearsal days, etc.)

11. Use numbers only to indicate how many Performers were in each age group.

12. **Part II.** Indicate the total number of males and females in each category.

13. Use number only to indicate the total number of days worked by ALL the Performers in male and female category.

14. Use numbers only to indicate how many Performers were in each age group.

****NOTE: PLEASE MAKE EVERY EFFORT TO INSURE THAT YOUR NUMBERS CORRESPOND ACROSS AND AMONG PART I AND PART II.****

SCREEN ACTORS GUILD

#48B

CASTING DATA REPORT FOR STUNT PERFORMERS AND COORDINATORS ONLY

THIS FORM MUST BE COMPLETED FOR EACH MOTION PICTURE AND EACH EPISODE OF EACH SERIES PRODUCED FOR THE QUARTER IN WHICH PRINCIPAL PHOTOGRAPHY WAS COMPLETED.

See Reverse For Instructions

1) PRODUCTION COMPANY _____

2) QUARTER and YEAR _____

3) PROJECT (Title, Prod. No., etc.) _____

4) DESCRIPTION (Feature, M.O.W., TV Series, etc.) _____

5) TOTAL NO. OF DAYS OF PRODUCTION (Principal Photography Only) _____

6) DATA SUBMITTED BY _____ NAME

TELEPHONE NUMBER _____

7) NAME OF STUNT COORDINATOR _____

PART I

CATEGORY	8)			9)	10)	11)			12)	
	DAILY	WEEKLY	SERIES	PERFORMER TOTALS	NUMBER DAYS WORKED	AGE UNDER 40	AGE 40 AND OVER	AGE UNKNOWN	STUNT SUMMARY DESCRIPT	STUNT SUMMARY NON-DESCRIPT
MALE										
FEMALE										

PART II

CATEGORY	13) FORM OF HIRING DAILY M	DAILY F	WEEKLY M	WEEKLY F	SERIES M	SERIES F	14) NUMBER DAYS WORKED M	F	15) AGE UNDER 40 M	F	40 AND OVER M	F	UNKNOWN M	F	16) STUNT SUMMARY DESCRIPT M	F	NON-DESCRIPT M	F
ASIAN/PACIFIC																		
BLACK																		
CAUCASIAN																		
~~LATINO /~~ HISPANIC																		
N. AMERICAN INDIAN																		
OTHER / UNKNOWN																		

SCREEN ACTORS GUILD

LOW-BUDGET AFFIRMATIVE ACTION
CASTING DATA REPORT

THIS FORM MUST BE COMPLETED FOR EACH MOTION PICTURE AND EACH EPISODE OF EACH SERIES PRODUCED FOR THE QUARTER IN WHICH PRINCIPAL PHOTOGRAPHY WAS COMPLETED.

See Reverse For Instructions

1) PRODUCTION COMPANY _____
2) QUARTER and YEAR _____
3) PROJECT (Title, Prod. No., etc.) _____
4) DESCRIPTION (Feature, M.O.W., TV Series, etc.) _____
5) TOTAL NO. OF DAYS OF PRODUCTION (Principal Photography Only) _____

6) DATA SUBMITTED BY _____ (NAME)
TELEPHONE NUMBER _____

7) CHECK IF APPROPRIATE ☐ NO STUNTS

PART I

CATEGORY		8) FORM OF HIRING DAILY	8) FORM OF HIRING WEEKLY	8) FORM OF HIRING SERIES	9) CAST TOTALS	10) NO. OF DAYS WORKED	11) AGE: UNDER 40	11) AGE: 40 TO 60	11) AGE: 60 & OVER
MALE	LEAD								
	SUPPORT								
FEMALE	LEAD								
	SUPPORT								

PART II

CATEGORY		12) FORM OF HIRING DAILY M	DAILY F	WEEKLY M	WEEKLY F	SERIES M	SERIES F	13) NO. OF DAYS WORKED M	NO. OF DAYS WORKED F	14) AGE UNDER 40 M	UNDER 40 F	40 TO 60 M	40 TO 60 F	60 & OVER M	60 & OVER F
ASIAN/PACIFIC	LEAD														
	SUPPORT														
BLACK	LEAD														
	SUPPORT														
CAUCASIAN	LEAD														
	SUPPORT														
LATINO / HISPANIC	LEAD														
	SUPPORT														
N. AMERICAN INDIAN	LEAD														
	SUPPORT														
UNKNOWN / OTHER	LEAD														
	SUPPORT														

(Continued)

INSTRUCTIONS

1. Indicate the Production Company (e.g., “THE ABC COMPANY”).
2. Indicate the quarter/year (e.g., “1st quarter 1981”).

   The quarters consist of:

January	–	March	(1st)
April	–	June	(2nd)
July	–	September	(3rd)
October	–	December	(4th)

3. Indicate the name of the film for which you are reporting.
4. Indicate the type of project (feature, television movie, television pilot, television series, animation).
5. Use a number to respond to this question.
6. Indicate the name of person completing this form and the telephone number for same.
7. Two separate reports are required, one for Performers only and one for Stunt Performers only. If there were no Stunt Performers employed on the film, check the “No Stunt” box. If Stunt Performers were employed, complete the casting data report form for Stunt Performers.
8. Part I. Indicate the total number of lead and supporting Performers in each of the applicable categories.
9. Use numbers only to indicate the total number of Performers in the category.
10. Use numbers only to indicate the total number of days worked by ALL Performers in the category.
11. Use numbers only to indicate how many Performers were in each age group.
12. Part II. Indicate the total number of males and females in each category.
13. Use number only to indicate the total number of days worked by ALL the Performers in male and female category.
14. Use numbers only to indicate how many performers were in each age group.

**NOTE: PLEASE MAKE EVERY EFFORT TO INSURE THAT YOUR NUMBERS CORRESPOND ACROSS AND AMONG PART I AND PART II.

SCREEN ACTORS GUILD

#10

FINAL CAST LIST INFORMATION SHEET

DATE FILED: _____

PICTURE TITLE _____ SHOOTING LOCATION _____

PRODUCTION COMPANY _____ START DATE _____ COMPLETION DATE _____

ADDRESS _____ FEDERAL I.D. # _____ STATE I.D. # _____

PHONE (____) _____ CONTACT _____ PICTURE # _____

DISTRIBUTOR _____ Check One: MP ☐ MOW ☐ OTHER TV ☐ INDUSTRIAL ☐ OTHER ☐

To establish Residual payments, see Section 5.2 of the 1980 Basic Agreement.

PLAYER NAME & SOCIAL SECURITY NUMBER	PLAYER ADDRESS INCLUDING ZIP	(1) PERIOD WORKED		(1)	(1)	(2)	(3)	(4) TOTAL GROSS SALARY	(5) BASE SALARY					FOR SAG USE ONLY

(1) Include days not worked, but considered worked under continuous employment provisions.
Report contractually guaranteed work period or actual time worked, whichever is longer.
(2) Insert D for Daily or W for Weekly type of contract.
(3) Insert: A = Actor; ST = Stunt; P = Pilot; SG = Singer; ADR = Automated Dialogue Replacement.
(4) Include all salary, Overtime, Premium, and Stunt Adjustments. Do not include any Penalties paid (e.g., Meal Penalties, Forced Calls, etc.).
(5) List base contractual salary (e.g., $1,500.00/week or $500.00/day).

(Continued)

To establish Residual payments, see Section 5.2 of the 1980 Basic Agreement.

PLAYER NAME & SOCIAL SECURITY NUMBER	PLAYER ADDRESS INCLUDING ZIP	(1) PERIOD WORKED		(1)	(1)	(2)	(3)	(4) TOTAL GROSS SALARY	(5) BASE SALARY					FOR SAG USE ONLY

(1) Include days not worked, but considered worked under continuous employment provisions.
Report contractually guaranteed work period or actual time worked, whichever is longer.
(2) Insert D for Daily or W for Weekly type of contract.
(3) Insert: A = Actor; ST = Stunt; P = Pilot; SG = Singer; ADR = Automated Dialogue Replacement.
(4) Include all salary, Overtime, Premium, and Stunt Adjustments. Do not include any Penalties paid (e.g., Meal Penalties, Forced Calls, etc.).
(5) List base contractual salary (e.g., $1,500.00/week or $500.00/day).

SCREEN ACTORS GUILD
MEMBER REPORT
ADR THEATRICAL/TELEVISION

It is the responsibility of the reporting member to file a copy of this report with the Screen Actors Guild within forty-eight (48) hours of each session and to deliver a copy to the employer or the employer's representative at the conclusion of each session. If there is a contractor, he shall assume these responsibilities with respect to each session.

Work Date _____ Title _____

Episode Title _____ Prod. No. _____

Production Co./
Employer _____

Studio
Facility _____

Sound Supervisor
Editor _____

Address _____

Address _____

Sound Engineer/
Mixer _____

ADR Supervisor _____

Employer Rep. _____

Phone # (____) _____

Phone # (____) _____

Type of Film: Theatrical ☐ TV Series ☐ TV MOW ☐ TV Pilot ☐ Other _____

Performer's Name	Performer's Social Security #	Character of 6+ Lines (sync)	Additional sets of up to 3 characters under 5 sync lines each	Hours Employed Studio Time Report/Dismiss	Meal Period From/To	Performer's Initials

Reel #s Recorded: _____

NOTES: _____

This engagement shall be governed by and be subject to the applicable terms of the Screen Actors Guild Codified Basic or Television Agreement.

Production Co./EMPLOYER _____

Signature of Employer or
Employer Representative _____

SAG Reporter _____ (Print name) _____

SAG Reporter's Phone # (____) _____ Date _____

SCHEDULE A – EXHIBIT I

Chapter 13

Background Talent

Note that while The Screen Actors Guild has changed the designation of *extra* to that of *background actor*, for the purpose of this chapter, the terms *extra*, *extra talent*, *background actor* and *background player* are interspersed.

BACKGROUND CASTING AGENCIES

You can have incredible sets, actors who are amazing, costumes that are perfect and cinematography and lighting that will take your breath away, but if your extras don't look as if they belong there, they'll detract from the overall appearance of the entire film and diminish the extraordinary setting that you've worked so hard to create. Extras are called *background* because they're more than just a bunch of people milling around your principal characters. They add to the realism and create a backdrop – one more visual element of the film the viewer is drawn into.

Once an agency secures a show, it will assign a staff casting associate to oversee the project. When selecting an agency to supply the background actors and stand-ins for your show, get recommendations from friends and contacts. Go with a proven company, or make sure you have a coordinator with a good track record.

Your prime consideration is whether this agency is going to be able to effectively deliver the type of background you need. Your decision will be a lot easier if all you require are certain numbers of people within certain age ranges. But if you need the right mix of men and women, ethnicity, physical types, people who have the just the right look, the right hair, the right complexion or people who realistically look as if they're part of an era and will completely blend into a story, then you need an agency that can fill the bill. Whether you require background players to pass for turn-of-the-century blue-bloods, terminally ill cancer patients, holocaust survivors or gang members, you want someone with the experience and the "eye" for what you're looking for – someone who can offer quality and cost-effective production value. Being able to hand-pick the right individuals is itself an art form.

On a contemporary show, a good casting associate will make suggestions to background actors as to what clothes to bring, eliminating the need for costumers to supply wardrobe; will know if someone's hair is the right length or color, eliminating the need for a hairstylist's time; and will be able to find individuals who have the exact skills that are needed (swimmers, skiers, etc.). Poor background casting can be costly.

Agency fees are paid on a commission basis, and are generally 10 percent (but can go as high as 12 percent). Beware of those that are the least expensive. Failing to provide you with what you need could be more costly in the long run. Compare the quality of their work and the track records of agencies that charge less (often by providing payroll services) with other agencies (that don't offer payroll services) who may charge a little more but might offer more value for your money.

Finding Specific Types

Agencies keep extensive files and data bases full of both union and nonunion talent (of every type) who have either come in to register or who have been sought out for their special abilities or looks. In addition to keeping files on individuals, agencies also establish contacts with certain organizations, special schools, choirs, medical facilities, etc. These connections become useful when, for example, a special education school can assist in providing extras for a film about a mentally challenged child, or the Veterans Administration becomes a good source of background players needed for a film about veterans. When very specific types can't be found in their files, background coordinators will often visit places these people frequent. They become quite creative in locating the exact look you're after. They're also very good at securing intact teams with special abilities (such as bands), often for the price of a donation in lieu of a salary for each member of the group.

THE PROCESS

During pre-production, the agency/coordinator will be sent a script prior to meeting with any or all of the following: producer, director, production designer, UPM and assistant directors. The preliminary meeting will generally consist of discussions based on breakdowns (how many and which types on which days) and concepts (the "look" envisioned by the film's creative team), at which time

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agency representatives will offer feedback and suggestions. This will be your first indication as to whether the background coordinator understands the look you're searching for. Your next indication is when the agency submits pictures of possible stand-ins, photo doubles and extras for your consideration. If all continues to proceed as it should, the agency will then coordinate interview times with the assistant director, so the director (and team) can personally evaluate their choices.

The number of background actors required for an entire show is calculated by "mandays" – the number of individuals needed per day. In general terms, an average small show will require 300–400 extra mandays or less; a medium-sized show – 500–800 mandays and a large feature (or mini-series) – at least 800 mandays.

Again, in general terms and for the best possible results, you would give the background casting agency the following number of prep weeks prior to principal photography:

	Contemporary Script	Period Script (requiring costume fittings, etc.)
Small Show	2 wks.	4 wks.
Medium Show	4 wks.	6 wks.
Large Show	6–8 wks.	8–10 wks.

FIGURE 13.1

Photo doubles and background actors appearing in period films will have to be scheduled for costume fittings and possibly hair and make-up tests. Science fiction and/or fantasy films could require lengthy prosthetic fittings. And allow for additional fittings to accommodate changing minds or molds that have to made more than once.

If fitted on a day prior to a work call, SAG background actors are paid one-quarter of their daily base rate for wardrobe fittings that last under two hours. Beyond two hours, they're paid in additional increments of their basic hourly rate. The same rate applies to interviews. If required to bring in their own wardrobe, a car, pet or props to an interview or fitting, they receive half of the applicable allowance as specified in the SAG agreement.

SAG background actors are compensated for a full day for test days, and rehearsal time is paid as work time, whether on a day prior to filming or on the same day. And although it's not mandatory to pay nonunion extras the same fees for interviews, fittings and tests, many companies do so as a courtesy. The same holds true for mileage and meal penalties, which are sometimes paid to non-SAG extras when also being paid to those in the union.

Bring the background agency on as soon as you can, and remember: their commission is based on mandays, not on the number of days or weeks they work on your film. Bringing them in as early as possible is not going to cost more; it's just going to give them more time to do a good job for you.

If there are more than 75 to 100 background players on any one shoot day, the agency may send a talent coordinator (who's included in the daily count) to help with any problems that may arise. On DGA shows, however, it's a DGA violation for anyone other than an assistant director to "wrangle" background. Second assistant directors (or second seconds) are generally the ones who coordinate the background players with the casting agency, and they're also responsible for signing off on extra talent vouchers (see sample vouchers at the end of this chapter) at the end of a work day. If you're a second AD and responsible for contacting the casting agency with the next day's call time, as busy as you are, don't wait until all the vouchers are signed and you're done for the day to make that call. Be considerate by calling the agency rep as soon as you have call times (or call time changes) for the next day, so the agency can start putting the calls out as soon as possible.

The production company must secure appropriate areas for background players to wait when not needed on the set, to change, eat, etc. It must provide pure drinking water, seats for each background actor, adequate lighting, a stretcher or cot, separate dressing rooms for actors of each sex and for children of each sex, adequate provisions for the safekeeping of clothing during work and adequately clean, individually screened restroom facilities, toilet paper, soap and paper towels.

Two friends of mine recently worked as background players on a feature film on the east coast. Anticipating a delightful experience, they instead found themselves in a nightmare. They, along with the others hired as background for a specific series of scenes, were left standing in the cold and snow (without coats) for hours on end, were exposed to the rain (again, without coats *or* towels), were given few breaks and offered little or no food. This type of situation sometimes occurs in an attempt to save money. Other times, it's a result of an inexperienced production staff that doesn't fully anticipate their needs. But no matter what the reason – when you don't provide proper working conditions for your background players, chances are that some won't return the next day, that you'll be hit with union grievances and fines; you'll damage the relationship you had with the background casting agency and will be rained on yourself with the wrath of a lot of unhappy people. It therefore makes perfectly good sense to treat background performers with respect and provide them with an adequate (if not comfortable) environment. It's also the right thing to do – whether you're working under SAG guidelines or not.

The agency will make sure minor extras have valid work permits, but it's the production company's responsibility to employ teacher/welfare workers and to provide an adequate school room. For babies, nurses are required as well as a nursery.

Some background performers work a day or two, and they're done. Others, once established, might be required to come back for days on end (someone portraying a juror on a big trial, for example). It can now and then be a bit of

a challenge to keep certain individuals coming back for long stretches of time – or to work past a certain time at night when shooting runs later than expected (especially on location, when many of the extras you're apt to book may have other job and personal commitments). Attrition does occasionally occur, even among those who had assured you that they'd be there for the long haul. So let me reiterate – providing a comfortable environment for your background performers between shots and treating them well will go a long way toward keeping them there and coming back. Good communication skills are needed as well when it comes to explaining that once established, they're needed to match subsequent shots, because once you lose an extra who's been established, that person would then need to be photo-doubled.

Gathering Large Crowds and Filling Stadiums

Filling a stadium and making sure that large amounts of people can be relied upon to show up at a specified location at a certain hour for an undetermined length of time is quite a chore. To make matters worse, shows are often required to fill auditoriums or stadiums with people they can't afford to pay. Because the cost of paying thousands of extras is often prohibitive, productions will pay those SAG talent they're required to have, but the remainder will have to be people who want to be there (and are willing to stay until no longer needed) for the mere pleasure of being a part of this movie. Not only are they not paid, they're also sometimes asked to bring their own lunches.

Although it's the agency's ultimate responsibility to fill a given space with people, the production often gets involved in the process as well – frequently with the help of the show's unit publicist. It can take the efforts of several people to fill a stadium, and those involved will do some or all of the following:

- Solicit the help of marketing firms
- Contact schools and charity groups
- Create website postings (if the show or an actor in the show has a fan club and/or their own website, that's a great place to start)
- Place newspaper ads (I was once on a distant location, and in order to fill a small stadium, we placed ads in local newspapers with a headline that read: "You Oughta Be In Pictures!")
- Create a public interest story for publication
- Offer $1 (or other specified amount) per person to be donated to charity
- Procure donations of food and drink
- Arrange for buses to transport large groups of people from certain locations
- Line up entertainers to occupy the crowd's time between shots
- Set up a raffle and procure gifts and prizes for raffle winners
- Make sure to have a sufficient number of portable restrooms to accommodate the crowd
- Arrange for studio teachers and school room space to accommodate minors in the crowd
- Make sure there are enough assistant directors and PAs (all with walkie-talkies and head mics) to coordinate the crowd.

The people who commit to being part of a crowd are told what to wear and/or bring and must often agree to stay a minimum of six to eight hours. They must also agree to return on subsequent days if needed. Signing in when they arrive, some productions will give each extra a raffle ticket for a drawing to take place once the required filming has been completed. And should someone leave early, his or her raffle ticket would have to be forfeited.

Tales from The Trenches

My friend Ira Shuman line produced a film called *Strange Days* in the mid-90s, and there was a line in the script that simply read:

EXT. NEW YEAR'S EVE, 2000 – NIGHT
The mother of all parties

The story was set in 1999, and this party was to represent the bringing in of the new millennium.

They were shooting in Los Angeles, and Ira thought they should close off some streets in the downtown area in order to stage an enormous party for this scene. But he worried about whether he could attract enough people to show up. That's when he came up with the idea of hiring someone to put on a rave and charging people to come. His ad read something like this:

Come be in a James Cameron movie and dance all night!
Tickets: $10

And all of a sudden, the question wasn't whether people would show up, but whether he'd be able to get a permit. The permit guy was reluctant, having had trouble with huge crowds before. So Ira promised that he'd only sell 7,500 tickets, and that the crowd would be well controlled. He didn't get it until the last minute, but did eventually receive the permit. And even after selling 7,500 tickets and turning others away once they had sold out, 12,000–15,000 people still showed up that evening. He placed professional extras in front of the crowd and surrounding the actors, and all went as planned. The crowd that had come for the rave was there from about 8 p.m. to 3 a.m., and they all seemed to have a great time.

BACKGROUND CASTING ON LOCATION

When on distant location, some companies will retain the services of a local background casting agency, and some will bring a background coordinator with them. Much will

depend on the availability of a qualified local agency or coordinator and also how many and what types of background players are needed. The farther you get away from the large metropolitan areas, the fewer the resources. And the ones you do find may not specialize, as many smaller cities have all-purpose agencies that represent models, principal talent and background talent.

When on a distant/remote location, not having access to a many different types of extras can be quite a challenge. Usually, the more remote, the more challenging. To help in the process, the background coordinator will tap into the local community by:

- Contacting the local media (public interest story)
- Contacting local organizations (schools, churches, community groups, clubs, etc.)
- Posting announcements throughout the town (including website postings)
- Soliciting help from the local film commission and/or chamber of commerce
- Soliciting help from local talent and modeling agencies
- Setting up big open calls

When on a distant or foreign location, your coordinator must be aware of all minimum wage requirements and state labor regulations. If you're doing a SAG show, check in with the nearest SAG office once you arrive on location. And make sure to acquaint yourself with the requirements relating to the employment of minors in that particular state or jurisdiction. Do this early on, so minors who need to apply for work permits will have plenty of time to do so. And if state or jurisdictional regulations are minimal, then adhere to basic SAG guidelines governing the employment of minors.

SPECIFICALLY SAG

The different categories of SAG background actors are as follows:

- General Background: Person of atmospheric business which includes the normal actions, gestures and facial expressions of the Background Performer's assignment.
- Special Ability Background Actor: Background Actor specifically called and assigned to perform work requiring special skill, such as tennis, golf, choreographed social dancing (including square dancing), swimming, skating, riding animals, driving livestock, nonprofessional singing (in groups of 16 or less), mouthing to playback in groups of 16 or less, professional or organized athletic sports (including officiating and running), amputees, driving which requires a special skill and a special license (such as truck driving but not cab driving), motorcycle driving (but not bicycle riding), insert work and practical card dealing.
- Stand-in: Background Actor used as a substitute for another actor for the purposes of focusing shots, setting lights, etc., but not actually photographed. Stand-ins may also be used as general background.
- Photographic Double: Background Actor who is actually photographed as a substitute for another actor. A General Background Actor who is required to do photographic doubling shall receive the Special Ability rate.
- Day Performer: A Performer who delivers a speech or line of dialogue. A Background Performer must be upgraded to Day Performer if given a line, except in the case of "omnies" (see next entry).
- Omnies: Any speech sounds used as general background noise rather than for its meaning. Atmospheric words such as indistinguishable background chatter in a party or restaurant scene.

Most background casting agencies represent both union (SAG) and nonunion extras. If you're a SAG signatory, you must use the following percentage of SAG extras on your project (the remainder can be, and usually are, nonunion):

- TV Short-Form – ½ hr. & 1 hr. shows: the first 21 must be SAG, which would include at least one stand-in
- TV Long-Form – 1½ hr., 2 hr, & more: the first 21 must be SAG, which would include at least one stand-in
- Feature Films: The first 53 must be SAG, including stand-ins
- Low-Budget Features (less than $2.5 million): The first 30 must be SAG, including stand-ins

When working in a right-to-work state, the practice is to hire nonunion extras. Note however that if you're working a certain number of miles outside of SAG's jurisdiction (even if it's not a right-to-work state), you're not obligated to use union extras. In Los Angeles, for example, you have to be 100 miles ("as the crow flies") outside of SAG's jurisdiction. In Las Vegas, it's 25 miles from the Strip. SAG makes those individual calls, so check the regulations governing the area where you'll be shooting.

If a background actor is *booked* for work and then that work call is canceled, he must be paid anyway. So casting personnel instead merely *check the availability* of the individuals they'd like to line up for the following day. Using this terminology, if the work call is then canceled, the production isn't on the hook to pay the background players. But it also means that if they're not given a firm booking, they're also free to take other shows and may not be available.

Along the same lines, if a background player is working one day and expecting a call back for the following day, but as it turns out, isn't needed, he or she must be notified of the cancellation before 4:30 p.m., or the production is liable for another day's pay. If a cancellation is due to the illness of a principal cast member, flood, fire or other similar catastrophe or national emergency, the performer would be entitled to a half-check.

Background performers must be informed at the time of booking if any rough or dangerous work will be required, if

they're expected to work in extreme weather, in water or in a smoke-filled environment. They must also be notified if they're going to be required to get a haircut or are expected to be fitted for prosthetics. When it comes to nudity, a background player must be notified in advance. The set must be closed, and no still photography is permitted without the performer's prior written consent. If not notified, the individual may refuse to work yet still receive a full day's pay. And employment as a nude body double is paid at not less than the principal daily rate.

Similarly, background performers may be given a *weather-permitting* call — meaning if they report for work and the weather turns bad within the first two hours, they can be dismissed and would be entitled to a half-check for the day. But if they show up, not having been given a weather-permitting call, and the weather turns bad, they would be due a full day's pay.

Certain circumstances allow background actors to receive rate adjustments. Examples are rough or dangerous work; work requiring the performer to get wet or work in smoke; having to wear body makeup, a skull cap, hair goods or a natural full-grown beard; and for supplying wardrobe and personal props.

An extra who is directed to deliver a line of dialogue or speech may be eligible for an upgrade to a principal performer. And a background actor rigged with any type of explosive device (including squibs) must be upgraded to Principal Performer and permitted to consult with the Stunt and/or Special Effects coordinators.

If any part of the workday is worked at a higher rate than the rate under which the performer was originally booked, the higher rate is paid for the entire workday. If called back for the next day, and the producer intends for him or her to revert to the rate at which originally hired, the background actor must be notified of such intention at the time of the callback.

There are specific voucher forms supplied by SAG and background casting agencies to be used by SAG background talent (see sample at the end of this chapter). Taft/Hartley rules are the same for SAG background actors as they are for other SAG performers, but there are different Taft/Hartley forms to fill out in such cases. Samples of both forms can be found in Chapter 12.

For pay scales and more specific guidelines regarding the employment of SAG background performers, go to www.sag.org, click on Contracts, and then Theatrical or Television, where you'll find applicable digests covering both east and west coast background actors.

Moving from Nonunion to Union Status

Most background performers start off working nonunion with the hope of eventually gaining union status. Union members are afforded higher salaries and benefits and also become eligible to accept principal speaking roles. The following are the different ways in which a nonunion extra can become a member of the Screen Actors Guild:

- A nonunion extra can be selected to replace a union background actor who doesn't show up (earning one SAG voucher for each day this occurs).
- A nonunion extra can be bumped up (to SAG status) for special business or to work as a stand-in (earning one SAG voucher for each day this occurs).
- Anytime a nonunion extra gets three union vouchers (they don't have to be for consecutive days), he or she is SAG-eligible and can join after 30 days of receiving his or her last SAG voucher.
- If upgraded on set with a scripted line or directed scene, an extra would be Taft/Hartleyed and receive a SAG Day-Player contract.
- If 30 days have elapsed and the extra hasn't yet joined but continues to take SAG vouchers, the production company can be fined (although he or she can choose to work nonunion until joining).

Those eligible to join SAG should save a copy of their vouchers *and* their paycheck stubs. Once in, they can't go back to working nonunion. If they do and are caught, they can be fined and lose their SAG membership. Anyone wishing to go back to working nonunion has the option of taking a SAG full withdrawal or declaring financial core.

WITH THE EXTRA IN MIND

Becoming a background actor is a good way to get into SAG or just to learn about the business. You'll definitely get to discover how a set is run, who does what and if you have the stamina for the work. Students and retired people find it a good way to augment their income. If you're signed up with several agencies and become a favorite, it can become a decent living in itself.

There are those who dream of progressing from extra one day to lead actor the next – many moving to Los Angeles or New York with no training, expecting to move up fast. They may have the looks but not necessarily the skill to create a character. In other words, getting three union background vouchers does not an actor make. If you're serious about moving up, take acting classes and voice lessons, do community theatre, study dance, groom yourself, saturate yourself in your craft. Be more than just another pretty face.

When you sign up with an extras casting agency, most will collect a one-time administration fee of $20 to $25. Avoid agencies that want to charge you $500 to take your picture and/or promise you the world. They're generally scams! SAG discourages agencies from recommending photographers or acting schools in an attempt to avoid kickbacks and/or conflicts of interest. As the production

companies who are looking for extras do, make sure the agencies you sign up with are reputable and come highly recommended.

Reminder of Professional Conduct for Background Actors

The following was taken from the SAG digest covering the rates and working conditions of background actors, and it's not a bad idea to post this for your background players to read.

Reminder of professional conduct for background actors

In order to be recognized by others as a professional and to protect the dignity of the entire acting profession, members are advised of the following guidelines:

1. Always carry your paid-up SAG card or receipt of payment from the Membership Department.
2. Make sure that you arrive on the set on time, with required wardrobe and/or props. It's better to arrive early than to report late.
3. Be courteous and attentive.
4. Remember: fill out your contract or voucher with care, making sure all information is legible and appears on all copies. Keep your own records of hours worked, meal breaks, etc. Make sure you note *all* wardrobe and props supplied at the request of the Producer.
5. Bring along some busy work. Part of working sometimes requires hours of idleness on the set.
6. *Never* leave the set without getting approval from the Assistant Director.
7. Smoke only in designated areas. This is a matter of courtesy.
8. The professional Background Actor is always prepared to take down the reporting location, date and time of a call, as well as the required wardrobe.
9. Once you're hired, you have been hired until released by the production company. In short, *do not ask to leave early, and do not leave early*.
10. Notify Casting Director of potential conflicts caused by other bookings *immediately*.

A big thanks to my old friend Bill Dance for helping me with this chapter since this book first came out. Bill Dance Casting is a high-quality extras casting agency based in the Los Angeles area.

FORMS IN THIS CHAPTER

- Extra Talent Voucher (can be used for union or non-union extras) – generally filled out in triplicate
- SAG Extra Voucher

BACKGROUND TALENT VOUCHER

VOUCHER NO:

DATE:	PRODUCTION:				[ ] UNION [ ] NON-UNION
PRODUCTION COMPANY:		PROD. CO. PHONE NO:			UNION NO:
EXTRA CASTING AGENCY:			EMPLOYER OF RECORD (Payroll Co.) :		
CONTACT:	PHONE NO:		ADDRESS:		
NAME (Please Print)		AGE:			
ADDRESS:			PHONE NO:		
			[ ] NEW EMPLOYEE [ ] NEW ADD		INTERVIEW: $
PHONE NO:	CELL/PGR. NO:		[ ] MARRIED [ ] SINGLE		FITTING: $
SOCIAL SECURITY NO. (must be completed):			# OF ALLOWANCES:		SPECIAL ABILITY: $
REPORT TIME/IN:	RATE: $		WARDROBE: QTY:	$	SMOKE WORK: $
FIRST MEAL OUT:	RATE ADJUSTMENT: $		MEAL PENALT QTY:	$	BODY MAKEUP: $
FIRST MEAL IN:	____HRS. OF S.T. @ $_____ $		USE OF AUTO:	$	HAIR: $
SECOND MEAL OUT:	____HRS. OF 1-1/2X @ $_____ $		MILEAGE - # OF MILES:		WET WORK: $
SECOND MEAL IN:	____HRS. OF 2X @ $_____ $		AMT. PER MIL $.	$	BEARD: $
SMISSED/TIME OUT:					DRESS OR UNIFORM: $
TOTAL MEAL TIME:	**TOTAL ADJUSTMENTS:** $				OTHER: $
NET HOURS:	**GROSS TOTAL:** $		TOTAL:	$	TOTAL: $

I acknowledge receipt of the compensation stated herein as payment in full for all services rendered by me on the days indicated. I hereby grant to my employer permission to photograph me and and to record my voice, performances, poses, acts, plays and appearances, and use my picture, photograph, silhouette and other reproductions of my physical likeness and sound in the above-named production and in the unlimited distribution, advertising, promotion, exhibition and exploitation of the production by any method or device now known or hereafter devised in which the same may be used. I agree that I will not assert or maintain against you, your successors, assigns and licensees, any claim, action, suit or demand of any kind or nature whatsoever in connection with your authorized use of my physical likeness and sound in the production as herein provided.

As a condition of my employment by the Production Company on The Production, I agree that I will abide by all rules of employment as dictated by the Production Company or its agents, or by any Safety Coordinators assigned to The Production, especially those rules pertaining to safety including but not limited to: (a) remaining in areas designated as safe areas during any period that I am not asked to perform my duties as an extra, and (b) acting in a safe manner at all times so as not to injure myself or others, and (c) to refrain from taking any illegal substances that might impair my ability to do the job for which I was hired.

As a further condition of employment herein, I agree that I have the ability to perform each and every task, job assignment or special ability I have been asked to perform, and that if I knowingly make false representations that I am qualified to perform these assignments when, in fact, I know that I am not qualified, that such misrepresentation may be grounds for dismissal of any workers compensation claim should I be injured as a result of performing an assignment for which I knowingly was not qualified to perform.

I have read the entire conditions of employment and by signing this voucher, I acknowledge that I understand and agree with the entire conditions of employment.

SIGNATURE: _____ (If minor, parent or guardian must sign)

APPROVED BY: _____ TITLE: _____

PRODUCER:

PLEASE PRESS
YOU ARE MAKING FOUR COPIES

DATE	NAME (PRINT)	PRODUCTION NO. OR TITLE	DISMISSAL TIME
SAG NO.	SOCIAL SECURITY NO. MUST BE PROVIDED TO MAKE PAYMENT	TYPE OF CALL	STARTING TIME

☐ SINGLE ☐ MARRIED ☐ MARRIED but withheld at higher single rate

Total number of allowances you are claiming: _____

Additional amount, if any, you want deducted $_____

If claiming exemption from withholding, write exempt and year in box 19____

EMPLOYEE: PLEASE PRINT INFORMATION LISTED ABOVE AND SIGN WHERE INDICATED

"I, the undersigned, certify that the number of income tax withholding exemptions claimed on this certificate does not exceed the number of which I am entitled.

"I agree to accept the sum properly computed based upon the times and the basic wage rate shown as payment in full for all services heretofore rendered by me for said employer.

"I further agree that the said sum, less all deduction required by law, may be paid to me by negotiable check issued by said company, said check to be addressed to me at my last reported address and deposited in the United States mail within the time periods provided by law.

"I hereby give and grant to the company named all rights of every kind and character whatsoever in and to all work heretofore done, and all poses, acts, plays and appearances heretofore made by me for you and in to all of the results and proceeds of my services heretofore rendered for you, as well as in and to the right to use my name, likeness and photographs, either still or moving for commercial and advertising purposes. I further give and grant to the said company the right to reproduce in any manner whatsoever any recordations heretofore made by said company of my voice and all instrumental, musical, or other sound effects produced by me. I further agree that in the event of a retake of all or any of the scenes in which I participate, or if additional scenes are required (whether originally contemplated or not) I will return to work and render my services in such scenes at the same basic rate of compensations as that paid me for the original taking.

"By signing this form, I hereby agree that said employer may take deductions from my earnings to adjust previous overpayments if and when said overpayments may occur."

Signature _____ Date _____

Address _____ Apt # _____

City _____ State _____ Zip _____

Phone Number _____

BASIC WAGE RATE	TRAVEL TIME ARRIVE LOCATION: / LEAVE LOCATION:	PENALTIES	HOURS WORKED	MEAL PERIODS IN / IN / OUT / OUT
	FITTING ☐	MEALS B ☐ L ☐ D ☐	INTERVIEW ☐	ASST. DIR. APPROVED FOR PAYMENT

WARDROBE	PROPS	VEHICLE	MILEAGE

$ DO NOT WRITE IN THIS SPACE $

TYPE OF WORK	PAY CODE	HOURS WORK	HOURS PAY	AMOUNT
DAY				
NIGHT				
O/T				
WET				
SMOKE				
OTHER				
OTHER				
OTHER				
OTHER				

BASIC RATE

ADJUSTMENTS

OVERTIME

ALLOWANCES

GROSS

white – PAYROLL COPY
yellow – PRODUCTION COPY
pink – SAG COPY
golden rod – EXTRAS COPY

BACK OF WHITE COPY MUST BE COMPLETED

YOUR EMPLOYER OF RECORD IS _____
IF OTHER THAN A PAYROLL COMPANY, EMPLOYER'S FEDERAL I.D. NUMBER IS _____

Screen Actors Guild 357

Form No. 451

Chapter 14

There's An Animal In My Film

"*Anyone who hates children and animals can't be all bad.*"
W.C. Fields
(That's because they always steal the scene.)

INTRODUCTION

There are several companies that specialize in the training of the animals we see in films, TV shows and commercials. Much more goes into the selection, training and filming of these animals than one would imagine. That's why the process has to start in the early stages of pre-production. Even animals that just seem to blend into the background and aren't seen doing anything extraordinary (like cows and chickens) are first acclimated by exposure to faux cameras and lights and a lot of (real) people standing around them before ever being brought to an actual set.

If you're one of those individuals who believe that your adorable pet would be a great addition to your film, think again, because not all animals (as cute as they may be) make good movie stars. Your beloved Fluffy or Spot may not be comfortable, may not take direction well and could easily be spooked when confronted with a noisy, busy set. That's why the use of properly acclimated, trained and handled animals is the only insurance you have that no one working around the animals will get hurt.

THE PROCESS

Talk to your animal expert as soon as possible, and send him or her a script – at least a month in advance if the animal(s) you're looking for is going to have a constant presence in your show, longer than a month, if the animal's role is more significant. If it's a dog you want, for example, you'll want to cast that dog as close to the way it's written as possible. And if the script specifies a certain breed, you'll want a dog as close to that breed as possible. If the director and producer are open, and the animal expert/trainer can get a feel for their mindset, he or she will usually send pictures and suggest specific animals that might work best for the project.

In talking to Boone Narr of Boone's Animals for Hollywood, Boone told me that it took six months to cast the animals for the film *Cats and Dogs* (a 2001 Warner Bros. release). It took that long to assemble the right blend of dogs and cats that would work well together yet be distinctive. They ended up with 80 different animals and used as many as 18 to 26 trainers at any one time. The seven or eight main (animal) characters each had their own trainer with them, as well as doubles – look-alike dogs and cats used for stunt work, long shots, etc. – just like human actors. The animals he didn't have at his ranch he secured from competitors, specific breeders and shelters. (He claims that shelters are a great place to find dogs with character.)

Boone explained that it could take a year to properly train an animal for film/TV/commercial work and up to sixteen weeks of intensive training (eight hours a day, six days a week) to prepare for a specific project. And in working with a new animal, it could take a couple of weeks just to find out if the rookie has what it takes, as not all critters are naturals in front of a camera.

Some people believe that if they're working under the constraints of a low-budget, that they can't afford professionally trained animals, but that's not necessarily true. If you start the process early and are flexible, you might very well be able to use an animal that's already been trained and would need very little additional training. If you're realistic and don't change your mind once an animal has been selected and prepped, and you actually use the animal on the days it's scheduled to work (and the schedule doesn't change), you might very well be able to swing it.

There are several companies that train animals for film, TV and commercial work, and some specialize in specific types of animals. There are some for example that exclusively house and train livestock and barnyard animals, while others may be known for their training of exotics (such as lions and tigers); and still others – reptiles. Others, like Boone and his staff, work with all types of animals. Although a majority of the animals that reside at his ranch are the domestic type (dogs, cats, birds, etc.), they bring in and train animals from other companies as needed and coordinate all the animals any one production may need. You want to use a company like this, so if your script were to call for a dog and a cougar, for example, you wouldn't have to go to more than one company for both.

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Shipping Animals

Companies like Boone's don't exist in many places outside of major film hubs, and most are located in Southern California. So it's not uncommon for his animals to be shipped all over the country, and often, to other countries. But when you're contemplating the shipping of animals, start the process early, because getting the necessary permits and making all the arrangements can sometimes take months. Here are some items for your *to-do* list:

- Determine the agency or agencies governing the type of animal(s) you'll be shipping. Depending on the animal(s) and where you're shipping it/them to, you may be dealing with U.S. Fish and Wildlife Services, the Department of Agriculture and/or the Department of Animal Care and Control.
- Determine if any permits or bonds are required.
- Talk to your shipping company to determine the fastest and most comfortable mode of transportation for the animal(s).
- Arrange for ground transportation for the animal(s) to and from the airport.
- Plan on scheduling the arrival of the animal(s) in advance of filming, so they have time to get acclimated to the new location.
- Research quarantine regulations.
- Obtain animal mortality insurance as necessary.
- Obtain veterinary and health certificates as required.
- Make arrangements for the housing and feeding of the animal(s) on location.
- Find a local vet on location who's aware of the animal(s) you're bringing to the area and whose services would be available if needed.
- Make arrangements for any special grooming that might be required.
- Decide on the animal trainers/handlers who will accompany the animal(s).

Animal Trainers

The trainers assigned to the animals that will be appearing in your show will go on your payroll during their prep period with the animal(s), which may or may not be the same as the production's prep period. When required to travel to a distant location with the animals, the production is responsible for the transportation, housing and per diem of all trainers/handlers/wranglers – just like the rest of the crew. And when shooting locally, they'll be on your payroll for those days they're on set with the animals. Most are union employees, and those out of the Los Angeles area in particular are members of the Teamsters Local 399.

SOME EXPERT ADVICE

Some final words of advice from Boone:

- Ordering an animal is not like ordering a pizza. Plan ahead, and allow for the necessary training time.
- Everyone says they can ride a horse, but make sure your actors actually know how to ride before you put them on a horse.
- Make sure your actors are comfortable around animals.
- Make sure your actors aren't allergic to animals.

THE AMERICAN HUMANE ASSOCIATION

Established in 1940, the American Humane Association's Film & TV Unit is the only animal welfare organization with on-set jurisdiction authorized by the Screen Actors Guild to monitor the use of animals in film and television production. They're also the only organization with the authority to issue their renowned and globally respected "No Animals Were Harmed"® end credit disclaimer.

American Humane sends trained Certified Animal Safety Representatives™ to film and television sets in the U.S. and around the world to protect the animals being filmed and to ensure that productions meet their guidelines for the safe use of animals – "animals" defined as all sentient creatures, including birds, fish, reptiles and insects. And their protection covers all animals, even those used as background or off-camera to attract the attention of other animals being filmed.

They collaborate with producers and trainers during pre-production to assure that the animal action can be accomplished in ways that provide producers and directors with the images they need without cruelty or injury to the animals. And during filming, American Humane monitors the animal action, steps in as needed to protect the animals and documents how each scene is accomplished as well as the level of care the animals receive during the production.

American Humane's Film & TV Unit also monitors nonscripted TV shows as well as commercials. Although there are no end credits on commercials, most networks won't air a commercial that includes animals unless they receive a "sign-off" letter issued by American Humane attesting to the fact that no animals were harmed during the production of the commercial.

If you have animals in your show, contact American Humane (818/501-0123); you can either download the guidelines posted on their website (www.ahafilm.org) or ask them to send you a bound copy. You'll also need to provide them with a copy of your script, call sheets, etc. They'll assign an American Humane representative to your film, regardless of whether you're a SAG signatory or not.

American Humane doesn't charge the production for the services of an animal safety rep, as long as the show

is being shot within the United States. When shooting outside of the U.S., however, they charge the production a fee to cover the cost of their expenses. Fees are generally based on a per-hour fee structure, although when a production has intense animal action over an extensive period of time, they're more likely to work out a per-production cost with you.

American Humane will often collaborate with producers to include animal welfare messages in shows – messages that range from condemning animal cruelty to encouraging pet adoption from shelters. The increased public demand for positive animal messaging has placed even greater importance on the inclusion of the "No Animals Were Harmed"® end credit on TV programs and films. American Humane is able to support the release of a film nationally through their public relations pipeline as well as provide unique, animal-centric movie reviews on their popular website.

Tales from The Trenches

It took months to make all the arrangements to fly Bertha, the water buffalo, to Kauai to work on *Tropic Thunder*, and getting through all the red tape and jumping through all the hoops of fire Hawaii's Department of Agriculture put us through was some feat. I was part of a group effort that included Jenifer from Boone's Animals for Hollywood, Bryan from Behind the Scenes (our shipper) and Donne Dawson, the Hawaii State Film Commissioner. We were eventually granted permission to fly Bertha to the island. She arrived with Shawn and Scott (her handlers) after traveling well and getting through a daylong stopover in Honolulu as a guest of their large animal quarantine area. She was mellow, gentle and easy to work with.

Bertha spent most of her time on set with Jack Black or his stunt double flung over her back, which she was fine with. One day, however, she was a bit fussy, but not so much that she couldn't (or wouldn't) work. The next morning, however, when Shawn and Scott went to pick her up from her corral, they were shocked to discover that she had given birth during the night. No one had a clue that she had even been pregnant. Not only had she been surrounded by wranglers and animal handlers for months while she was being trained (people who have worked with livestock their whole adult lives), but she was also examined by a vet and had blood work done before leaving California, so that we could get a health certificate for her.

After Shawn and Scott picked their jaws up off the ground, they called the set to say that Bertha wouldn't be able to make it. And being on a rather small island, word spread like wildfire. As soon as I walked in the office that morning, one of my co-workers reported that she had heard that Bertha had had a baby, and my first reaction was "WHAT??!!" And that's the same reaction everyone had all day long. (Did you know that the gestation period for a water buffalo is almost a year?) They named the calf "Little Jack," and he was adorable. Little Jack's birth caused quite the controversy with the American Humane Association rep, who didn't want Bertha to go back to work too soon and with the Department of Agriculture guy who was convinced that we had put something over on him and wanted another $2,000 bond for bringing yet another water buffalo onto the island. We had a vet examine both the mother and baby, and they were both deemed in fine shape. Bertha had four days off and then went back to work (with Little Jack close-by). The incident boosted morale on our show. In fact, the grips nicknamed the two -Bertha and After-Bertha. But the calf was a thorn in the side of the Department of Agriculture guy, who then insisted that the female lizard we had applied to bring in have an ultrasound to make sure that it carried no viable eggs. Ridiculous, but true.

My thanks to Boone Narr and Jenifer Box of Boone's Animals for Hollywood (located in Castiac, California) for their help with this chapter and for being such a pleasure to work with. And thanks to Jone Bouman at American Humane's Film & TV Unit.

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Chapter 15

Clearances and Releases

INTRODUCTION

When young people think about getting into this industry, they imagine the excitement, the creativity, the high-profile talent they're going to meet, the places they might get to travel to. No one thinks about all the legal matters they're going to be confronted with. Few realize how many people they're going to have to get consents from, how many contracts and agreements they're going to have to get signed, how much has to be researched, negotiated and paid before they shoot one frame of film. And all that red tape definitely takes some of the sheen off of the glitz. Having to obtain clearances is one of those things that you can't fully appreciate until you're in the thick of it.

Obtaining clearances is the process of securing permission to use someone's likeness, a name, logo, photograph, product, premises, publication, film clip, work of art, stock footage, music or song in your film; and in many instances, in exchange for a fee. Fictitious names, products, businesses, organizations, logos, signs and publications also have to be cleared to make sure they don't already exist, aren't protected or aren't too similar to the real thing. Permission to use stock footage and music is granted through a license. Other clearances are secured with signed release forms, each designed to grant permission for the use of a particular element (likeness, name, logo, photo, product, etc.).

Both your insurance agency and attorney will request that you have your script researched and a clearance report (also known as a research report) done. And your distributor will require copies of all fully executed license agreements and clearance forms before releasing the picture. Whether the report is done in-house or by an outside company, having one done and then clearing everything that needs to be cleared will fulfill your Errors and Omissions insurance requirement – not to mention settle any legal exposure that may exist in your script.

When a script is sent in for research, you'll get back an itemized list of elements with notations indicating what needs to be cleared and what's okay to use. You may decide to change a name, logo, a poster, a piece of stock footage, etc. to avoid having to go through the clearance or licensing process on items not cleared for use.

Studios and networks tend to have their own in-house clearance departments, but even on studio shows, some productions will retain the services of an outside clearance person or company if the script warrants it. A show that uses a lot of film clips may hire at least one clearance person (who specializes film clip clearances) to work on staff. On independent features, it's not uncommon for someone on the production staff to handle clearances. When that's the case, however, project attorneys or the production company's legal affairs department should review all clearance matters as well as handle the complicated ones. When it comes to music clearances, they're generally handled by an in-house music department or through a music clearance service.

An outside clearance person would let you know when there's a fee involved and would get your approval before proceeding with the necessary paperwork. He or she will know who to contact to secure the releases and licenses, will often make recommendations on alternative elements, will negotiate fees for you and keep you updated as to when clearances and licenses have been finalized. This person will also often watch dailies and/or screen rough cuts to make sure that everything's been covered. In the whole scheme of things, if you need the extra help and you balance the time and money it would take to hire that extra person or service with what it could cost you if something isn't cleared or licensed properly – potentially becoming a huge legal headache for you down the line, I'd go with the experienced clearance person (as long as your budget can accommodate the cost).

Clearances need to start as soon during pre-production as is possible to make sure that all items in question are approved for use before they end up in front of a camera or used in the picture. The production also needs enough time to accommodate changes to elements that haven't been approved or cost too much to clear/license. Scripts should be submitted for research as soon as a final shooting draft is ready. On some shows, clearances continue right into principal photography as change pages come in and as new props, set dressing, wardrobe, locations, music and graphics are proposed. The trick is to stay one step ahead of the camera.

In the world of clearances, it's easy for something seemingly innocent to fall between the cracks. I was on a show once, and the set dressers (who probably should have known better) had tucked a stuffed Mickey Mouse into the corner of a little boy's room amid a grouping of

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other toys and stuffed animals. But if someone hadn't caught it in time, we would have had to reshoot the scene, because Mickey is licensed by Disney, and they wouldn't let us use it – even though it wasn't a key prop, wasn't even on the boy's bed and was just sitting in the background. Then just recently, someone called to ask me if I thought she could use an old poster she had found at a thrift shop. The problem was, it was a poster of a Marc Chagall painting, and even though Chagall has been dead for several years, his works are still copyrighted. So it's always best to have someone who knows what they're doing handle the clearances for you, because sometimes, mistakes aren't caught in time, and they can really get ugly as in costly lawsuits and/or insurance claims.

If you're doing routine clearances on your own, the release forms found in this chapter can be used for this purpose. If you need a form that isn't here, your project attorney or legal affairs department can prepare one for you. Again, even though they've all been approved by an attorney, have your own attorney look them over before you use them.

WHAT NEEDS TO BE CLEARED

The following are some rules pertaining to clearances.

Likeness

The right of publicity varies from state to state, but almost every state protects individuals from the unauthorized exploitation of their identity. It prevents the unauthorized commercial use of an individual's likeness or other recognizable aspects of one's persona and grants an individual the exclusive right to license the use of their identity for commercial promotion. Permission to use a performer's likeness is incorporated into his or her SAG contract, and background players grant permission by signing a voucher. Occasionally, people who aren't extras are filmed as "background" or "atmosphere." This may occur when the director decides that although there were no extras planned for the day, some people added to the background would make a scene more complete. It may also occur when the director doesn't have enough extras, and on a spur-of-the-moment decision, people walking down a street are recruited to participate in a scene. In this situation, each person filmed as background (whether being paid for their appearance or not) should sign a *Personal Release*, or, if there are several people, a *Group Release* would be appropriate.

Crowd Notice

When a large group of people are recruited for an audience that will be filmed, post signs in easy-to-read locations stating that their presence as a member of the audience constitutes their permission for the production company to use their likeness. The same would apply to shooting a street scene within a confined locale or when filming in a specific area such as a shopping mall. Signs would be posted indicating that filming is taking place, people entering the area may appear in the picture, and by entering the area, they grant permission to the production company to use their likeness. (Exact wording for these signs is included later in this chapter.) Clearance wouldn't be required if the passersby being filmed are an incidental part of the background or if they won't be recognizable in the picture.

Locations

Permission to use a premises or property as a shooting location is obtained when the owner of the property signs a release form called a *Location Agreement*. If you shoot at a certain location and wish to use a fictitious name for the property, this must also be included in the location agreement.

Name

If a fictitious character shares a common name with an actual person (living or dead) in the location where the picture is set or photographed, an alternate clear name should be used in place of that name. Generally, the names of actual persons should not be used. Public figures may be referenced, providing such references aren't derogatory. And caution must be taken with the names of characters who are thinly disguised depictions of actual persons, as they may be identifiable by their association with other characters or by the geographical setting of the picture.

Names of Actual Businesses or Organizations

A dialogue reference to an actual business or organization may require clearance, depending on the context. The use of the actual name of a business, organization, building, etc. that's a shooting location is permissible, providing the location agreement grants the right to use such name. If the name of a business, organization or building is featured in your film but isn't used as a shooting location, then permission for *Use of Name* or *Use of Trademark or Logo* is necessary.

Telephone Numbers

Because it's difficult to clear references to identifiable phone numbers, you'll have noticed that features and TV shows use phone numbers that begin with the prefix 555. Note, however, that not just any 555 number can be used. Only 555-0100 through 0199 are reserved for fictitious use.

License Plates

As it's also difficult to clear identifiable license plates, prop houses will manufacture fictitious plates for you.

Depiction of Public Authorities

Clearance is required for the portrayal of police officers, firemen, prison guards and other public authorities of identifiable departments or locations, regardless of whether uniforms are used. Wardrobe and prop departments will supply generic uniforms and related paraphernalia if clearances can't be obtained.

Street Addresses

Referencing or identifying an actual street address must be cleared.

Depiction of Actual Products

A depiction or dialogue reference to an actual product doesn't have to be cleared if the depiction or reference is incidental and not derogatory. Featuring a product or service trademark or logo does, however, does require a clearance. A *Use of Trademark or Logo* release form would be appropriate in this situation.

Posters and Paintings

Posters and paintings that portray real people (dead or alive) need to be cleared by both the copyright holder and the person portrayed. Posters or paintings you're not sure about, even those picked up at flea markets or thrift shops, often need to be cleared for use. If you have a piece of artwork you're not sure about, and you're doing your own clearances, I suggest you contact Artists Right Society (www.arsny.com). ARS is a copyright, licensing and monitoring organization for visual arts in the United States. They also represent foreign artists who are members of affiliated arts organizations abroad. If they don't represent the artist of the piece you want to clear, they'll point you in the right direction.

Publications

It's permissible to use actual publications as incidental background set dressing. But when it comes to featured use, such as a close-up of the publication, depiction of someone reading and/or quoting from or referring to an actual publication or attributing a fictitious article or headline to an actual publication, clearance may be necessary.

Currency

Real currency may be used in motion pictures as a prop; however, single shots, full close-ups and still photography of real currency isn't permitted.

Web Addresses

You shouldn't use a web address unless you purchase the rights to its domain name.

Music

See Chapter 16.

PRODUCT PLACEMENT

You don't have to be in the entertainment industry to be aware of product placement – brand named products and services that appear in films, TV programs, music videos, web-based shows and video games. *Product integration* is another term we hear a lot of, which refers to products and services that actually become part of a show – things that are used, consumed, worn and/or mentioned by a main character.

Product placement and integration is most effective when it creates a natural environment by featuring products and services in situations where they would normally appear. Depending on the film and the portrayal, it's a great way for companies to receive very broad exposure and create consumer awareness for their brands.

Product placement/integration is big business. Some of the major studios have their own Product Placement departments, and there are many companies and promotional agencies that do nothing but place products in films. Some productions will hire a product placement coordinator to supervise the entire operation and others will work directly with a product placement company or marketing house. These types of firms have expanded to include online services that match products to relevant productions and others that specialize in helping entrepreneurs secure exposure in films and TV shows. On smaller, independent shows, producers and department heads (i.e., property masters, costume supervisors and transportation coordinators) often handle their own product placement rather than pay a fee or salary to someone else to do it for them. I'd like to advise, however, that when this is the case, that only a limited number of people on your crew be allowed to interact with product placement/marketing houses. And before any arrangement is made for products or services, the producer, production executive and/or project attorney should be consulted.

Generally speaking, there are more regulations pertaining to the use of product placement in television than there

are in features, although that doesn't mean that fewer products appear in television shows. But due to laws governing "payola," it's a crime for anyone connected with a production to accept anything of value (money, goods, services) in return for the placement of or reference to a product or service in a television show, unless there's a disclosure at the end of the show (such as "Promotional consideration provided by. . .").

Aside from payola considerations, most studios, networks and production companies impose their own guidelines pertaining to product placement. The majority strive to maintain a realistic portrayal of their subject matter without emphasizing products in a way that might be construed as advertising or sponsorship. Production personnel and/or cast aren't allowed to accept gifts from companies that want to have their products used on a show, and no one associated with a production can promise that a product will be referred to on that show or that talent will endorse a specific product or brand.

From a marketing perspective, companies look for every opportunity to integrate their products into various forms of entertainment media – many, more apt to get involved with high-profile projects and prominent or up-and-coming talent. And on the other side of the spectrum, there are those that will stay clear of scripts they consider offensive. A good product placement coordinator or rep will know which companies are open to what type of projects and will come to the table with established corporate relationships. This person will interface with the producers, production designer and other department heads as well as the studio's creative executives; production executives; and the marketing, publicity and legal departments. The job requires a heavy coordination and supervision of product placement deals from proposal stage through the release of the picture, as well as preparation and follow-through of all legal agreements.

Product placement coordinators (whether part of the crew, from the studio or from an independent company), after reading a script, will do a scene-by-scene breakdown of every opportunity to feature a product. They look for what the main characters wear, drive, eat, talk about, touch, hold and refer to by name. Special note is also taken of the locations where important scenes take place. In addition to traditional products, other items such as shopping bags, billboards, boxes, storefronts, bus signs and radio and television commercials can also provide excellent avenues for exposure.

As the process of negotiating for and acquiring goods and services can be lengthy, a product placement meeting should be scheduled as early in pre-production as possible – as soon as key department heads are on board. At this time, the product placement coordinator gets together with the production executives, producer(s), director, production designer, costume designer, transportation coordinator, property master and set decorator to determine their vision and their specific needs for products in the film. In fact, the costume designer, transportation coordinator, prop master and set decorator should come to the meeting with "wish" lists in hand. This meeting is also the time to discuss any concerns regarding negative use or references to products in the script in the hope that some of the issues can be resolved. A subsequent meeting or two should be held as time permits to discuss prospective placement deals.

If a product is featured in a film and/or associated with a major star, it provides very valuable exposure for the manufacturer. In exchange for this placement, the product placement coordinator would negotiate a contribution of either product, an end credit in the film or possibly a placement fee. In some cases, a prominent exposure will lead to a company executing a tie-in promotion with the release of the film. Funds generated from product placement aren't typically used to offset production costs. Once collected, these fees usually go against the negative cost of the picture and aren't received until the film has been released theatrically.

It's very important to record the quantity, type and value of all materials provided for each film for purposes of inventory control; and product placement items should be kept as segregated and securely stored as possible, as well as be accounted for at the end of the show and returned after the show is finished using them. These details need to be managed carefully, as the production is often billed for unreturned items.

During filming, it's a good idea to have photos taken of as many products on the set as possible. These stills are presented to each company for internal purposes. They're not intended for publication or to serve as proof of exposure, and a release form should be signed prior to the company receiving any photographs. Often, after the release of a film, manufacturers will request a clip of the scene(s) in which a their products appeared. The clip is also for internal use only, and unless preauthorized, a release form must be signed by the company to prevent the clip from being used for publicity purposes.

The value of product placement exposure can be evaluated on several levels: amount of screen time, box office revenue, hands-on exposure, verbal exposure and the impression of the viewer. In addition to the exposure generated by the initial release of a film, you've also got releases in foreign territories, domestic and international DVD sales, cable, pay-per-view markets and cable television. Product placement in a film now leads to worldwide exposure, so any costs associated with the placement are minimal considering the number of impressions that are generated. This exposure is particularly effective when a company is launching a new product and the release of the film coincides with the product introduction in the marketplace.

A full report should be compiled summarizing all product placement deals, and all deals should be reflected on a *Product Placement Release* form (see the end of the chapter).

GUIDELINES FOR THE USE OF CLIPS, STILLS AND NEWS FOOTAGE IN MULTIMEDIA PROGRAMS

The following information was provided by Suzy Vaughan, formerly CEO of Suzy Vaughan Associates and currently CEO of Clearance Unlimited. Suzy is an attorney with many years of clearance experience. Her firm provides clearance services for producers who are doing programs that require the use of excerpts from other projects.

Literary Works

Literary works, which include books, films, television programs, art works and still photos, among other things, must be licensed from their owners. This is because the Copyright Act gives creators of literary works the right to sell or license these works and to make money from them for the period of the copyright.

The Sonny Bono Copyright Term Extension Act of 1998 is the law that added 20 years to the duration of copyright. As a result of this act, copyrights to pre-1978 works that would have lasted 75 years from their first publication, now last 95 years, and copyrights to 1978 and later works, whose copyrights would have lasted for the lives of their authors plus 50 years, now last for the lives of their authors plus 70 years. This law was partially created in response to the length of copyright laws in foreign countries, which have always been anywhere from 70 years, plus the life of the author, to 90 years from publication date. It's different in each country.

Once the copyright runs out, the creative work falls into the public domain and can be used freely by anyone without payment or licensing. If the work is not public domain, it's considered literary property, and permission must be obtained from the owner for use of the material. The Copyright Act provides substantial penalties for copyright infringement, ranging from $10,000 for accidental infringement to $250,000 for willful infringement.

News and/or Stock Footage

News organizations can license the footage they've shot at press conferences to other entities. However, they can only license the copyright. They can't give the licensee rights to the appearances of people who appear in the clips, including the anchor people, the news reporters and ordinary people who are interviewed on the show. Use of these names and likenesses will require additional clearances (discussed further later).

Film Clips

Any excerpt from a feature film must be licensed from the copyright holder, and payment for use of the clips must be negotiated. Most studios charge a fee on the basis of a minute or fraction thereof. Most of them will not license footage on an aggregate basis but will base their fees on a per clip, per cut or per minute basis.

The cost per clip depends on the rights required. It's more expensive to license all rights in perpetuity than it is to license five years of worldwide distribution, assuming that a studio would grant you perpetuity. Many studios are currently putting together their own multimedia divisions and therefore refuse to license material for other platforms. Studios rarely grant permission to use clips in advertising and promotion, even when the producer offers substantial fees for the use. Some studios have reciprocal arrangements with other studios and provide clips at a much lower fee on that basis. If your project is affiliated with a studio, it's important to determine up front if that studio has reciprocal deals in place that might apply to your project.

Most studios don't function in the same fashion as stock footage houses, which will frequently give you a lower rate if you license more material. The studios generally have an attitude that they aren't a stock footage house and carefully monitor who's using their footage and how it's being used. If you're using the footage in a pejorative fashion, the studios won't license it to you. Occasionally, certain studios will give you a price break if you want to use five or more of their films. On the other hand, if you need too many of their films, they may decide they want a piece of your project.

Contrary to popular belief, there's no rule that says you can use five seconds for free. That five seconds will cost the same as one minute. Therefore, it behooves you to use the entire scene you've licensed, rather than using two-second clips from six scenes. Studio contracts also stipulate that you may not edit scenes within a film clip. Although an interview that cuts from the interview to the clip and back again is a form of editing, the studios don't generally consider this a problem. The licensing agreements the studios send you to sign are rarely negotiable and are very stringent, demanding concessions from end credits to a guarantee that you'll clear all the talent and music used in the clip as well as an agreement that you'll indemnify them against any claim that may arise as a result of the broadcast of the clip.

Television Clips

Television clips are owned by studios, independent production companies and TV networks, and are handled in the same fashion as described earlier with regard to film clips from feature films. Currently, all licensors are very concerned about usage of their material in interactive projects, fearing that the images will be manipulated and altered to the point that they're no longer recognizable. As they won't allow this to happen, the word interactive

in any letter requesting permission to license clips may elicit an immediate "no," unless you can convincingly explain that the material will not be changed.

Still Photos

Still photos fall into several categories.

- Publicity photos (star headshots) have traditionally not been copyrighted, and because they're disseminated to the public, they're generally considered public domain. However, still shots taken for a particular film or television program could possibly have a copyright. Under these circumstances, the owner of the copyright would most likely be the film or television company that produced the program.
- Production stills (photos taken on the set of a film or TV show during principal photography) must be cleared with the studio and can cost anywhere between $150 and $500.
- Lobby cards (film posters) are generally lumped into the same category as publicity photos and may not require clearance, but some do, so it's always better to check.
- Paparazzi photos must be cleared with the photographer. If not cleared, you risk a lawsuit and the possibility of the photographer showing up to demand much more money than he would have charged had you gone to him in the first place.
- Magazine and book covers involve clearances from both the magazine or book publisher and the photographer who took the photo.
- Still photo houses will generally license photos they own the rights to for $100 to $500 and up.

Samples of still photo releases are included in this chapter, both for the copyright owner of the photo and for the person(s) appearing in the photo.

Public Domain Films and Stills

Generally, a film or still is protected by copyright if it's less than 95 years old. A work of art obtains a copyright as an unpublished work as soon as it's "fixed in a tangible medium of expression." If that work of art wasn't registered for copyright or doesn't have a notice of copyright on it and it's then published (which is accomplished by distribution to the public), it loses its unpublished copyright status and falls into the public domain. Once it's in the public domain, it can be reused by anyone without fear of copyright infringement, because the copyright no longer exists. Since 1976, however, the fact that a television program may not have a visible copyright notice on it doesn't indicate that it's public domain, as it could have been registered with the Library of Congress. The only way to determine whether a film or television show is copyrighted is to do a copyright search at the Library of Congress. This applies to all works prior to 1988.

In 1988, the United States joined the Berne Copyright Convention, which states that no formalities are required to obtain a copyright, so therefore no copyright notice is required, nor is registration with the Library of Congress required. A program is copyrighted regardless of whether it has a copyright notice or is registered with the Library of Congress. However, most copyright holders still register their works with the Library of Congress and put copyright notices on them, as there are benefits to doing so with regard to lawsuits that arise out of the Copyright Act itself.

Trailers

Under the 1976 Copyright Act, all works of art, including trailers, are copyrighted as soon as they are. Since the U.S. joined the Berne Convention in 1988, no formalities (such as copyright registration with the copyright Office or a copyright notice) are required to maintain one's copyright. However, in order to be able to make use of the various remedies found in the U.S. Copyright Act, such as infringement damages, injunctive relief, etc., it's important to register your work with the Copyright Office and to place a copyright notice with the date on it. Therefore, trailers after 1976 will be copyrighted and will require permission for usage from the copyright holder regardless of whether they have a copyright notice or are registered with the Copyright Office.

However, prior to the 1976 Copyright Act, there was a previous copyright act, known as the Copyright Act of 1909. Under this statute, once an artist had created a work of art, he was immediately granted what was called an "unpublished copyright." Until such time as he published his work, he had a common law copyright. Once he published this work by an act such as making thousands of copies and handing them out to the public, and did this without putting a copyright notice on his work, his work was considered published without notice and went into the public domain, where all were free to use this work without permission from or compensation to the copyright holder. Registration consisted of depositing two copies of your work with the Copyright Office once you had published it with a copyright notice. So not having a registration in the Copyright Office doesn't mean that work isn't copyrighted. The true issue is whether it contained a copyright notice when it was distributed to the public. The initial term of copyright under the Copyright Act of 1909 was 28 years. In the 28th year, the owner of the copyright had to renew the copyright. If he didn't, his work went into the public domain. If he did, he received another 28 years of copyright protection. Once the 1976 Act was enacted which gave all works of art 75 years, a 12-year

additional term was added onto the 28+28 years = 56 years, thus granting a total of 75 years to these works. With the Copyright Extension, these works all have copyright protection for 95 years.

As you can see, there are two ways for a work to go into the public domain: either (1) through not placing a copyright notice on it in the first place or (2) through not renewing it.

The trailer issue falls into the first way. Most of the trailers prior to 1976 were created as new works, which contained new material (such as "Coming Soon," etc.) as well as scenes from the films they were advertising. The trailers didn't contain copyright notices nor were they registered in the Copyright Office or the Library of Congress. Consequently, the new material at the very least went into the public domain. Many of these trailers also contained material that appeared to be from the movie but was actually shot directly for the trailer. That material, because it didn't contain a copyright notice, would also fall into the public domain.

The major argument has been that the scenes from the film itself were protected by the copyright on the complete film. However, one could argue that once you cut a clip from a film, it's a separate entity and without a complete and separate copyright and notice, it too becomes public domain by its publication. Because of this, most studio contracts have required licensees of clip material to copyright their productions so as to maintain the studio's copyright in the clip.

Courts generally tend to back the copyright holder, as the Constitution has granted copyright holders rights to their works in order that they may prosper. Generally, publication isn't defined as handing out three copies to your friends. However, running a television commercial prior to 1976 without a copyright notice has been construed as publication. On the other hand, one broadcast of *Peter Pan* on NBC (to millions of people) was held not to be. Not too many years back, the Martin Luther King, Jr., estate lost their lawsuit over the "I Have a Dream" speech when a Georgia court held that the dissemination of his speech to all the newspapers and the news cameras without a copyright notice on the written speeches that he had given to the news media before he made the speech, constituted publication without notice and therefore his speech was in the public domain. This is currently being adjudicated in another court of law, which may rule in the opposite direction.

In any event, industry custom and practice has been to use trailers prior to 1972 based on the above information. Most stock footage houses, which sell this material, can give you this same explanation.

Furthermore, trailers prior to 1960 offer an additional incentive, as under SAG rules, theatrical feature films prior to 1960 don't require residuals to be paid to actors, writers and directors when the entire film is broadcast. Consequently, writers and directors in clips and trailers don't have to be paid, and actors don't have to be cleared or paid as long as the trailer clearly identifies the film on screen over the clip as it's played or it's identified verbally. This information isn't contained in the SAG Code Book, but can be obtained from a SAG representative via a telephone call.

Talent Clearance

News Footage

Public Figures in News Footage

- Right of privacy: Under U.S. law, an individual has the right of privacy, and his image cannot be used by another until he either consents to that use and thereby waives this right or until he becomes a public figure. One becomes a public figure by placing himself in the limelight and making himself a person of public interest (such as becoming an actor or politician) or by some act that gives him a news significance. Consent isn't required of a public figure whose likeness appears in news footage, and that includes material shot at a news conference covered by more than one news camera or celebrities arriving at an event such as the Academy Awards for which they weren't contracted but appeared in public voluntarily. They're aware that by appearing at an event such as a press conference, they give permission for use of their appearances in the footage anywhere it might appear. This situation also applies to newsreels that ran in movie theaters in the forties and fifties and are very obviously news.
- Public Figures in News Television Programs (interviewers, interviewees): Public figures who appear in news programs must be cleared, because these programs were produced under a union contract. The union contracts require current consent and a negotiated payment for use of the appearance of any artist prior to the use of an excerpt from these programs in another program.
- Deceased Persons and the Right of Publicity: A deceased person has no right of privacy. The right is triggered only when a person's image is used to sell or endorse products in print ads and commercials and doesn't generally apply to feature films or television programs, since they tell a story or disseminate information and don't sell a product. Music videos are a borderline situation, as they're created as tools to sell records and are occasionally considered to be musical commercials. However, the unions do require consent to be obtained from a deceased person's estate when requesting use of that person's likenesses in film clips for multimedia projects, television programs, etc.

Feature Films

- Actors: The Screen Actors Guild agreement specifies that when a producer desires to use an excerpt from a feature film, that producer must obtain current consent from all members of SAG (including actors, stunt people, helicopter and airplane pilots and estates of deceased performers) for use of the excerpt and negotiate a fee that can be no less than the current scale payment. Stars may waive scale payment if they choose. Extras don't have to be cleared or paid. SAG also provides that if consent from an actor isn't obtained prior to broadcast of the clip, the fine for violation of this regulation will be three times what the actor made the day he worked on that scene.
- Stunt Performers: Obtaining clearances from stunt performers can be a challenging objective. First of all, the identification of specific stunt players may be difficult without the help of the stunt coordinator who hired them to appear in the picture to begin with. Locating the stunt coordinator and hoping he or she is available to help you is another matter. Clearances on stunt players could also get quite expensive, because the clip you want may feature one action sequence in which several stunt performers worked. In addition, many studios are leery of claims and refuse to license footage in which stunt performers appear. Recently, SAG changed the rules slightly to allow producers to find and pay stunt players during and after the project is completed, and no negotiations are necessary with regard to fees. Stunt performers must accept SAG scale, and violations are no longer levied for late clearances.
- Pre-1960 Theatrical Feature Films: Prior to 1960, there was no provision in the SAG agreement granting actors residuals for their performances in feature films. Therefore, actors appearing in a clip from a film made prior to 1960 didn't require clearance or payment. The guild recently revised this to require clearance of and payment for the use of clips, unless the name of the film is billboarded (either verbally, as a voice-over, or visually, with a chyron) while the clip is on the screen. It must be readable and must appear every time the clip does, making montages impossible to do without clearing all the talent. This rule also applies to stunt performers.
- SAG Waivers: Permission not to have to clear and pay actors is very difficult to obtain from SAG. Waivers may only be granted when there is a special reason, such as profits from the show going to charity. Only stars can be asked to waive. You would still be required to gain consent and pay union scale to nonstars.
- Agent's Fees: Agents are not allowed to take commission on scale payments. Therefore, when contacting an agent to obtain permission to use his client's performance in a clip, it's customary to offer a 10 percent agency commission over and above the scale payment you're offering to the actor.
- You can't buy out an actor for the use of clips. Each additional run requires an additional payment to the actors, with payment for the second run at 100 percent and then 75 percent, on down. If, however, you've hired the actor to appear live on your program for an overscale fee, this fee will include the use of the actor's clips on a buyout.

Television Programs

AFTRA used to put major emphasis on obtaining current consent from talent appearing in television programs, and there was no timeframe cutoff. They had to be cleared back "to the dawn of time," which in television is approximately 1948. Many producers assume that the pre-1960 rule applies, but it doesn't. However, many negotiations with producers produced changes in these rules. Currently, if your program is less than 75 percent clips (meaning 74 percent clips and 26 percent new material), you don't have to obtain consent from the performers, you only have to pay them.

AFTRA is the union governing tape programs, such as soap operas and variety shows. Many other tape programs, such as situation comedies, are governed by SAG rules, as listed earlier. AFTRA's payment schedules are more complicated than SAG's, in that there's a separate scale payment for a half-hour show, an hour show, a 90-minute show, etc. There are also different rates for specialty acts, under five lines and special business. Dancers and singers must also be cleared and paid. You don't even have to be able to see a dancer's face, just his or her body. Once again, extras don't require clearance or payment. However, determining who's an extra can be tricky, because it doesn't depend on whether they speak, but how they were hired on the show. The worst-case cost for AFTRA comes in the supplemental market area, where they generally require that you approach the performers for a waiver, as supplemental markets are not addressed in the AFTRA agreement. The waiver can specify payment to each performer of double scale for television shows and single scale for videocassette. Many times, in practice, producers don't obtain waivers and simply pay single scale to all performers. These are considerations decided on a case-by-case basis.

AFTRA has an advantage over SAG, because there are no triple damage penalties. Each rerun of a show featuring AFTRA performers requires an additional payment, with the second run at 75 percent on down. Furthermore, as of January 2009, a number of studios (fearing a SAG strike) started signing actors in primetime sitcoms and dramas to AFTRA contracts, so there are many clips you no longer have to clear through SAG but can make AFTRA payments instead. (You'll find a talent release for use of a performer's name and likeness in a film or TV clip at the back of this chapter.)

Directors and Writers Payments

- Rates: The Directors Guild and the Writers Guild have schedules of payments required each time clips are used in a multimedia program, film or television show. There are separate schedules depending on whether the clip came from a feature film or a television show. Fees for use of feature film clips break at a 30-second rate, while fees for television clips are much more expensive, changing rates at a 10-second cutoff. Payment schedules can be obtained from the guilds.
- Waivers: These guilds don't grant waivers, except for such things as the Oscars and the Emmys.
- One-Time Only: Payments made to the Directors and Writers Guilds for use of clips are one-time only. There's no second payment when the show reruns or is distributed on DVD.
- Schedules: A producer is required to keep track of the film or television programs in which the clips appear, the writers and directors involved with each and the amount of time used for each. This information is then submitted with a check to the appropriate guild. Episode titles are required for television shows by the Writers Guild. The guilds, in turn, issue checks to their members. DGA charges a 14 percent pension and welfare fee on top of the clip fee; WGA doesn't charge for pension and welfare.
- Compilation Rate: If a producer is producing a program that's an anniversary show or "Best of" show, the DGA and WGA will levy a compilation rate, which is a penalty for using all clips and not creating new material. All of the unions would rather that a producer hire live talent rather than use clips. The compilation rate is dreaded, as it's much more than the per-clip use rate would be. There are also several versions depending on the union: the daytime rate, the prime-time rate, the variety rate. The rate is arrived at by multiplying the standard writer rate times 250 percent times the number of half-hours in the program. Even if you pay a compilation rate, you must keep track of all clips used, their length and the writers and directors, so that the unions can divide up the payment you make among the various writers and directors. The only time you would benefit from the compilation rate is when you're using many short television clips. If your program is comprised of many different elements, then a clip rate is much more economical.

DISTRIBUTION OF RELEASE FORMS

Copies of fully executed release forms should be given to:

1. The person who signs the release
2. The production coordinator (for the files)
3. The production accountant (when a payment is involved)
4. Assistant directors should receive copies of fully executed Location Agreements to have on the set with them at each location.

The original release should be given to your production executive to be stored in permanent company files.

My sincere thanks to Peter L. Kaufman of the Kaufman Entertainment Law Group (www.ebizlegal.com) for the many hours he put into updating and enhancing all of the releases and agreements in this chapter. And thanks again to Suzy Vaughan for her help. For more information on the clearance services provided by Clearance Unlimited, you can contact them at: (818) 988-5599 or visit their website at: www.suzyvaughan.com.

FORMS IN THIS CHAPTER

Note that only the *Personal Release* comes in two versions – one for those who are willing to appear on camera for free, and the other for those who are paid. The remainder of the release forms grant a variety of rights "for good and valuable consideration," which means for free. If you need to alter one of these releases to fit a payment situation, change: "For good and valuable consideration" to "In consideration of the payment of the sum of $_____ and other good and valuable consideration ...." Also make sure that there's a line at the bottom of the page for the person signing the release to include his or her Social Security or federal tax I.D. number. Other than that, they're the same.

The following release forms cover a broad range of clearances, but you'll occasionally run into a situation where a clearance is needed for something not covered in this chapter. Whether it's getting approval for the use of one of these forms or having a new one created, *always* check with your project attorney first.

- Personal Release
- Personal Release – Payment
- Group Release
- Use of Name
- Use of Trademark or Logo
- Use of Literary Material
- Use of Art Work (release from copyrighted owner)
- Use of Still Photograph(s) (release from copyrighted owner)
- Use of Still Photograph(s) (release from person depicted in photo)
- Use of Poster (release from copyrighted owner)
- Crowd Notice – Release (to be enlarged to poster size and placed in several clearly visible locations in the studio in which filming or taping is taking place. Make sure to film the posters in their locations as part of the "B" roll footage and retain as part of the legal records.)
- Crowd Notice – Release (to be enlarged to poster size and placed in several clearly visible locations in the

"area" in which filming or taping is taking place. Make sure to film the posters as well as part of the "B" roll footage and retain as part of the legal records.)

- Supplying a Film/Tape Clip of Your Show for Promotional Purposes
- Product Placement Release – this is a very basic release form that allows for the company providing products or services to receive screen credit in the end titles of the show. For product placement deals that entail contributions of product, a placement fee or tie-in promotion, your studio product placement executive or project attorney will prepare a comprehensive agreement more appropriate to the transaction.
- Film/Tape Footage Release
- Talent/Use of Name & Likeness in a Film or TV Clip
- Request for DVD

PERSONAL RELEASE

Picture Title: _____
Prod. Company: _____
Address: _____
_____ Date: _____

Ladies and Gentlemen:

For good and valuable consideration, receipt and suffiency of which is hereby acknowledged, I, the undersigned, hereby grant permission to [NAME OF PRODUCTION ENTITY] ("Producer") to photograph and to record my voice, performances, poses, acts, plays and appearances, and use my picture, photograph, silhouette and other reproductions of my physical likeness and sound as part of the [TYPE OF PRODUCTION] tentatively entitled [TITLE OF PICTURE] (the "Picture") and the unlimited distribution, advertising, promotion, exhibition and exploitation of the Picture by any method or device now known or hereafter devised in which the same may be used, and/or incorporated and/or exhibited and/or exploited. I understand that I may not enjoin any exploitation of the Picture as provided above.

I agree that I will not assert or maintain against you, your successors, assigns and licensees, any claim, action, suit or demand of any kind or nature whatsoever, including but not limited to, those grounded upon invasion of privacy, rights of publicity or other civil rights, or for any other reason in connection with your authorized use of my physical likeness and sound in the Picture as herein provided. I hereby release you, your successors, assigns and licensees, and each of them, from and against any and all claims, liabilities, demands, actions, causes of action(s), costs and expenses whatsoever, at law or in equity, known or unknown, anticipated or unanticipated, which I ever had, now have, or may, shall or hereafter have by reason, matter, cause or thing arising out of your use as herein provided.

I affirm that neither I, nor anyone acting for me, gave or agreed to give anything of value to any of your employees or any representative of any television network, motion picture studio or production entity for arranging my appearance on the Picture.

I have read the foregoing and fully understand the meaning and effect thereof and, intending to be legally bound, I have signed this release.

Dated: _____

_____
Signature

_____
If a Minor, Guardian's Signature

_____
Please Print Name

_____

_____
Address

_____
Phone No.

AGREED & ACCEPTED TO:

By: _____

_____
Social Security or Federal ID No.

PERSONAL RELEASE – PAYMENT

Picture Title: _____

Prod. Company: _____

Address: _____

_____ Date: _____

Ladies and Gentlemen:

In consideration of payment to me of the sum of $[AMOUNT TO BE PAID], receipt of which is hereby acknowledged, I, undersigned, hereby grant permission to [NAME OF PRODUCTION ENTITY] to photograph me and to record my voice, performances, poses, acts, plays and appearances, and use my picture, photograph, silhouette and other reproductions of my physical likeness and sound as part of the [TYPE OF PRODUCTION] tentatively entitled [TITLE OF PICTURE] (the "Picture") and the unlimited distribution, advertising, promotion, exhibition and exploitation of the Picture by any method or device now known or hereafter devised in which the same may be used, and/or incorporated and/or exhibited and/or exploited. I understand that I may not enjoin any exploitation of the Picture as provided above.

I agree that I will not assert or maintain against you, your successors, assigns and licensees, any claim, action, suit or demand of any kind or nature whatsoever, including but not limited to, those grounded upon invasion of privacy, rights of publicity or other civil rights, or for any other reason in connection with your authorized use of my physical likeness and sound in the Picture as herein provided. I hereby release you, your successors, assigns and licensees, and each of them, from and against any and all claims, liabilities, demands, actions, causes of action(s), costs and expenses whatsoever, at law or in equity, known or unknown, anticipated or unanticipated, which I ever had, now have, or may, shall or hereafter have by reason, matter, cause or thing arising out of your use as herein provided.

I affirm that neither I, nor anyone acting for me, gave or agreed to give anything of value to any of your employees or any representative of any television network, motion picture studio or production entity for arranging my appearance on the Picture.

I have read the foregoing and fully understand the meaning and effect thereof and, intending to be legally bound, I have signed this release.

Dated: _____

_____
Signature

_____
If a Minor, Guardian's Signature

_____
Please Print Name

_____

_____
Address

_____
Phone No.

AGREED & ACCEPTED TO:

By: _____

_____
Social Security or Federal ID No.

GROUP RELEASE

Picture Title: _____
Prod. Company:_____
Address:_____
_____ Date:_____

Ladies and Gentlemen:

I, the undersigned, hereby grant permission to [NAME OF PRODUCTION ENTITY] ("Producer') to photograph me and to record my voice, performances, poses, acts, plays and appearances, and use my picture, photograph, silhouette and other reproductions of my physical likeness and sound as part of the [TYPE OF PRODUCTION] tentatively entitled [TITLE OF PICTURE] (the "Picture") and the unlimited distribution, advertising, promotion, exhibition and exploitation of the Picture by any method or device now known or hereafter devised in which the same may be used, and/or incorporated and/or exhibited and/or exploited. I understand that I may not enjoin any exploitation of the Picture as provided above.

I agree that I will not assert or maintain against you, your successors, assigns and licensees, any claim, action, suit or demand of any kind or nature whatsoever, including but not limited to, those grounded upon invasion of privacy, rights of publicity or other civil rights, or for any other reason in connection with you authorized use of my physical likeness and sound in the Picture as herein provided. I hereby release you, your successors, assigns and licensees, and each of them, from and against any and all claims, liabilities, demands, actions, causes of action(s), costs and expenses whatsoever, at law or in equity, known or unknown, anticipated or unanticipated, which I ever had, now have, or may, shall or hereafter have by reason, matter, cause or thing arising out of your use as herein provided.

I affirm that neither I, nor anyone acting for me, gave or agreed to give anything of value to any of your employees or any representative of any television network, motion picture studio or production entity for arranging my appearance on the Picture.

I have read the foregoing and fully understand the meaning and effect thereof and, intending to be legally bound, I have signed this release.

NAME	ADDRESS	SOCIAL SECURITY NO.

USE OF NAME

Picture Title: _____

Prod. Company: _____

Address: _____

_____ Date: _____

Ladies and Gentlemen:

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, I, the undersigned grant permission to [NAME OF PRODUCTION ENTITY] ("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 [TYPE OF PRODUCTION tentatively entitled [TITLE OF PICTURE] (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.

If there is a dispute between the parties, the undersigned's remedies will be limited to an action at law for money damages and in no event will the undersigned have the right to seek injunctive or equitable relief or to otherwise enjoin the production distribution, marketing or exploitation of the Picture.

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 & ACCEPTED TO:

[PRODUCTION ENTITY/PRODUCER]

By: _____

_____
Address

It's _____

_____
Phone No.

USE OF TRADEMARK OR LOGO

Picture Title: _____
Prod. Company:_____
Address:_____
_____ Date:_____

Ladies and Gentlemen:

For good and valuable consideration, receipt and sufficiency 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), service marks and/or animated or identifiable characters (the "Mark(s)") listed below in the [TYPE OF PRODUCTION] tentatively entitled [TITLE OF PICTURE] (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.

If there is a dispute between the parties, the undersigned's remedies will be limited to an action at law for money damages and in no event will the undersigned have the right to seek injunctive or equitable relief or to otherwise enjoin the production distribution, marketing or exploitation of the Picture.

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

_____
Address

_____
Phone No.

AGREED & ACCEPTED TO:

[PRODUCTION ENTITY/PRODUCER]

By: _____

It's _____

USE OF LITERARY MATERIAL

Picture Title: _____
Prod. Company: _____
Address: _____
_____ Date: _____

Ladies and Gentlemen:

I am informed that you are producing a [TYPE OF PRODUCTION] tentatively entitled [TITLE OF PICTURE] (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 and suffiency 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.

If there is a dispute between the parties, the undersigned's remedies will be limited to an action at law for money damages and in no event will the undersigned have the right to seek injunctive or equitable relief or to otherwise enjoin the production distribution, marketing or exploitation of 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

_____
Address

_____
Phone No.

AGREED & ACCEPTED TO:

[PRODUCTION ENTITY/PRODUCER]

By: _____

It's _____

USE OF ARTWORK
(Release From Copyrighted Owner)

Picture Title: _____
Prod. Company: _____
Address: _____
_____ Date: _____

Ladies and Gentlemen:

For good and valuable consideration, receipt and sufficiency 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 [TYPE OF PRODUCTION] tentatively entitled [TITLE OF PICTURE] (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.

If there is a dispute between the parties, the undersigned's remedies will be limited to an action at law for money damages and in no event will the undersigned have the right to seek injunctive or equitable relief or to otherwise enjoin the production distribution, marketing or exploitation of the Picture.

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

_____
Please Print Name

_____
Address

_____
Phone No.

AGREED & ACCEPTED TO:

[PRODUCTION ENTITY/PRODUCER]

By: _____

It's _____

USE OF STILL PHOTOGRAPH(S)
(Release From Copyrighted Owner)

Picture Title: _____
Prod. Company: _____
Address: _____
_____ Date: _____

Ladies and Gentlemen:

For good and valuable consideration, receipt and suffiency 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 [TYPE OF PRODUCTION] tentatively entitled [TITLE OF PICTURE] (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.

If there is a dispute between the parties, the undersigned's remedies will be limited to an action at law for money damages and in no event will the undersigned have the right to seek injunctive or equitable relief or to otherwise enjoin the production distribution, marketing or exploitation of the Picture.

I represent that I am the owner and/or authorized representative of the owner of the Still(s), 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,

_____
Signature of Owner or Authorized Agent

_____
Please Print Name

_____
Address

_____
Phone No.

AGREED & ACCEPTED TO:

[PRODUCTION ENTITY/PRODUCER]

By: _____

It's _____

USE OF STILL PHOTOGRAPH(S)
(Release From Person Depicted In Photo)

Picture Title: _____
Prod. Company: _____
Address: _____
_____ Date: _____

Ladies and Gentlemen:

For good and valuable consideration, receipt and suffiency 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 my physical likeness in the form of a still photograph(s) (the "Still(s)") as described below, in the [TYPE OF PRODUCTION] tentatively entitled [TITLE OF PICTURE] (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 agree that I will not assert or maintain against you, your agents, successors, licensees and assigns, a claim, action, suit or demand of any kind or nature whatsoever, including but not limited to, those grounded upon invasion of privacy, rights of publicity or other civil rights, or for any other reason in connection with your authorized use of the Still(s) in the Picture as herein provided. I hereby release you, your agents, successors, licensees and assigns from any and all such claims, actions, causes of action, suits and demands whatsoever that I may now or hereafter have against you or them.

If there is a dispute between the parties, the undersigned's remedies will be limited to an action at law for money damages and in no event will the undersigned have the right to seek injunctive or equitable relief or to otherwise enjoin the production distribution, marketing or exploitation of 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.

Description of the Still(s): _____
_____
_____

Very truly yours,

_____
Signature

_____
Please Print Name

_____
Address

_____
Phone No.

AGREED & ACCEPTED TO:

[PRODUCTION ENTITY/PRODUCER]

By: _____

It's _____

USE OF POSTER
(Release From Copyrighted Owner)

Picture Title:_____
Prod. Company:_____
Address:_____
_____ Date: _____

Ladies and Gentlemen:

For good and valuable consideration, receipt and suffiency 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 poster (entitled or otherwise described as_____ _____) (the "Poster") in the [TYPE OF PRODUCTION] tentatively entitled [TITLE OF PICTURE] (the "Picture"), and to utilize and reproduce the Poster 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 Poster, 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.

If there is a dispute between the parties, the undersigned's remedies will be limited to an action at law for money damages and in no event will the undersigned have the right to seek injunctive or equitable relief or to otherwise enjoin the production distribution, marketing or exploitation of the Picture.

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.

Very truly yours,

_____
Signature

_____
Please Print Name

_____
Address

_____
Phone No.

AGREED & ACCEPTED TO:

[PRODUCTION ENTITY/PRODUCER]

By:_____

It's _____

CROWD NOTICE – RELEASE
(Studio Audience)

TO BE ENLARGED TO POSTER SIZE AND PLACED IN SEVERAL CLEARLY VISIBLE LOCATIONS IN THE STUDIO IN WHICH FILMING OR TAPING IS TAKING PLACE.

MAKE SURE TO FILM THE POSTERS IN THEIR LOCATIONS AS PART OF THE "B" ROLL FOOTAGE AND RETAIN AS PART OF THE LEGAL RECORDS.

NOTICE - FILMING TODAY

PLEASE BE ADVISED THAT YOUR PRESENCE AS A MEMBER OF THIS STUDIO AUDIENCE DURING THE FILMING/TAPING OF THE PROGRAM [TITLE OF PRODUCTION] CONSTITUTES YOUR CONSENT TO YOUR VOICE AND LIKENESS BEING USED, WITHOUT COMPENSATION, IN THE UNLIMITED DISTRIBUTION, ADVERTISING, PROMOTION, EXHIBITION AND EXPLOITATION OF THE PROGRAM IN ANY AND ALL MEDIA BY ANY METHOD OR DEVICE NOW KNOWN OR HEREAFTER DEVISED, AND YOU RELEASE [NAME OF PRODUCTION COMPANY] FROM ANY LIABILITY IN CONNECTION WITH SUCH USAGE.

IF FOR ANY REASON YOU OBJECT TO YOUR VOICE AND LIKENESS BEING SO USED, YOU SHOULD LEAVE THE STUDIO AT THIS TIME. IF YOU REMAIN, YOUR PRESENCE AT THIS FILMING/TAPING WILL CONSTITUTE YOUR APPROVAL OF THE FOREGOING.

CROWD NOTICE – RELEASE
(Area)

TO BE ENLARGED TO POSTER SIZE AND PLACED IN SEVERAL CLEARLY VISIBLE LOCATIONS IN THE "AREA" IN WHICH FILMING OR TAPING IS TAKING PLACE. MAKE SURE TO FILM THE POSTERS, INCLUDE AS PART OF "B" ROLL FOOTAGE AND RETAIN FOR YOUR LEGAL RECORDS.

NOTICE - FILMING TODAY

FILMING/TAPING IS TAKING PLACE IN THIS AREA TODAY [DATE(S)]. IF YOU ENTER THIS AREA, YOU MAY APPEAR IN THIS PRODUCTION.

BY ENTERING THIS AREA, YOU HEREBY IRREVOCABLY CONSENT TO AND AUTHORIZE [PRODUCTION COMPANY NAME], ITS LICENSEES, SUCCESSORS AND ASSIGNS, (COLLECTIVELY, THE "PRODUCER") THE RIGHT TO FILM, PHOTOGRAPH AND RECORD YOU, TO MAKE SOUND RECORDINGS OF YOU AND TO USE SUCH PHOTOGRAPHS, FILM AND RECORDINGS WORLDWIDE, FOR ANY PURPOSE WHATSOEVER IN PERPETUITY; ALL SUCH PHOTOGRAPHS, FILM AND RECORDINGS ARE THE PRODUCER'S SOLE PROPERTY.

YOU RELEASE THE PRODUCER FROM ANY LIABILITY IN CONNECTION WITH THE ABOVE AND UNDERSTAND THAT THE PRODUCER WILL PROCEED IN RELIANCE OF THE ABOVE. THE PRODUCER DOES NOT ASSUME RESPONSIBILITY FOR ANY INJURY TO YOUR PERSON OR DAMAGE OR LOSS TO YOUR PROPERTY.

THE USE OF CAMERA AND RECORDING EQUIPMENT IS PROHIBITED DUE TO UNION AND COPYRIGHT REGULATIONS.

SMOKING IS PROHIBITED IN THIS AREA. THANK YOU.

SUPPLYING A FILM/TAPE CLIP OF YOUR SHOW FOR PROMOTIONAL PURPOSES

[DATE]

[NAME & ADDRESS OF PRODUCTION
COMPANY CLIP IS BEING SUPPLIED TO]

Ladies and Gentlemen:

The undersigned hereby authorizes you to use a Film/Tape Clip (the "Clip") from the [TYPE OF PRODUCTION] entitled [TITLE OF PRODUCITON] for promotional purposes only in the program entitled [PROGRAM CLIP WILL AIR ON] currently scheduled for broadcast on [BROADCAST DATE].

The undersigned hereby affirms that neither the undersigned nor anyone acting on the undersigned's behalf or any company which the undersigned may represent, gave or agreed to give anything of value (except for the Clip) which was furnished for promotional purposes solely on or in connection with [PROGRAM CLIP WILL AIR ON] to any member of the production staff, anyone associated in any manner with the program or any representative of [PRODUCTION ENTITY CLIP IS BEING SUPPLIED TO] for mentioning or displaying the name of any company which undersigned may represent or any of its products, trademarks, trade-names or the like.

The undersigned understands that any broadcast identification of the Clip (or the name of any company, product, etc. which the undersigned may represent) which [PRODUCTION ENTITY FURNISHING THE CLIP] may furnish, shall, in no event, be beyond that which is reasonably related to the program content.

The undersigned is aware, as is the company which undersigned may represent, that it is a Federal offense unless disclosed to [PRODUCTION ENTITY CLIP IS BEING SUPPLIED TO] prior to broadcast if the undersigned gives or agrees to give anything of value to promote any product, service or venture on the air.

The undersigned represents that the undersigned is fully empowered to execute this letter on behalf of any company which the undersigned may represent.

The undersigned warrants that the undersigned or the company which the undersigned may represent has the right to grant the license herein granted, and agrees to indemnify you for all loss, damage and liability, excluding the payment of any guild-related talent fees or performing rights fees in the music included in the Clip, if any (which you agree to pay or cause to be paid), arising out of the use of the above material.

Very truly yours,

[PRODUCER/ENTITY FURNISHING THE CLIP]

AGREED & ACCEPTED TO:

By:_____

_____
Signature

_____
Please Print Name

_____
Title

_____
Phone No.

PRODUCT PLACEMENT RELEASE

Picture Title:_____
Prod. Company:_____
Address:_____
_____ Date:_____

Ladies and Gentlemen:

The undersigned ("Company") agrees to provide the following product(s) and/or service(s) to [NAME OF PRODUCTION ENTITY] for use in the [TYPE OF PRODUCTION] tentatively [TITLE OF 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 [NAME OF PRODUCTION ENTITY] hereunder.

In full consideration of the Company providing the product(s) and/or service(s) to [NAME OF PRODUCTION ENTITY], [NAME OF PRODUCTION ENTITY] 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 [NAME OF PRODUCTION ENTITY] for mentioning or displaying the name of the Company or any of its products, trademarks, trade names, or the like.

If there is a dispute between the parties, the Company's remedies will be limited to an action at law for money damages and in no event will the Company have the right to seek injunctive or equitable relief or to otherwise enjoin the production distribution, marketing or exploitation of the Picture.

(Continued)

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

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 [NAME OF PRODUCTION ENTITY].

Sincerely yours,

_____
Authorized Signatory

_____
Please Print Name

_____
Title

_____
Name of Company

_____

_____
Address

_____
Phone No.

AGREED & ACCEPTED TO:

[PRODUCTION ENTITY/PRODUCER]

By:_____

It's:_____

FILM/TAPE FOOTAGE RELEASE

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.

8. If there is a dispute between the parties, Licensor's remedies will be limited to an action at law for money damages and in no event will Licensor have the right to seek injunctive or equitable relief or to otherwise enjoin the production distribution, marketing or exploitation of the Picture.

(Continued)

9. 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 your acceptance of the foregoing.

Licensor:

_____
Signature

_____
Please Print Name

_____
Title

_____
Company

_____

CONFIRMED:

By:_____

_____
Address

_____
Phone No.

_____
Soc. Sec. or Federal ID No:

TALENT
USE OF NAME & LIKENESS
IN A FILM OR TV CLIP

[DATE]

[NAME & ADDRESS OF ACTOR OR
ACTOR'S AGENT]

Dear [NAME OF ACTOR OR AGENT]:

I am writing to you with regard to a [TYPE OF PRODUCTION] being produced by [NAME OF PRODUCTION ENTITY] and tentatively entitled [TITLE OF PICTURE] (the "Picture"). The Picture is scheduled for release on [DATE OF RELEASE].

A brief description of the Picture is as follows:

In conjunction with this Picture, we are requesting permission to use the appearance of [NAME OF ACTOR] in a clip from [NAME OF SHOW ACTOR APPEARED IN THAT YOU'RE REQUESTING PERMISSION TO USE CLIP FROM]. In consideration for [NAME OF ACTOR]'s permission and in conjunction with the current SAG Agreement, [YOUR PRODUCTION ENTITY] hereby offers to pay [NAME OF ACTOR] a fee of $ [TYPICALLY SAG MINIMUM + 10% AGENCY COMMISSION]. This sum represents the total payment for [YOUR PRODUCTION ENTITY]'s use of [NAME OF ACTOR]'s name and likeness in the above-described clip in and in connection with the Picture and in promotion for the Picture. Compensation to [NAME OF ACTOR] for any further use of the Picture in any media shall be governed by the then applicable collective bargaining agreements pertaining to such use.

I would appreciate it if you would have [NAME OF ACTOR] complete the information requested below and acknowledge [HIS] [HER] assent to the Agreement by signing below. Once executed, please return a copy of this letter to us for our records.

Please do not hesitate to call should you have any questions.

Sincerely yours,

ACCEPTED & AGREED TO:
[By Actor]

By:_____ Date:_____

_____ SS#:_____

_____ Fed. Tax ID#_____

_____
Loan-out Corporation Name & Address

REQUEST FOR DVD

[NAME & ADDRESS OF PERSON/COMPANY REQUESTING/RECEIVING THE DVD]

[DATE]

Dear [NAME OF PERSON RECEIVING THE DVD]:

You accept delivery of the DVD ("Recording") of [TITLE OF PICTURE] (the "Picture") and in connection of our delivery of it, agree as follows:

You understand that your receipt of such DVD does not convey to you any of the underlying intellectual property rights to the Picture involved, and that each physical DVD will remain the property of the company which supplied it.

You agree to ensure that you know, at all times, the whereabouts of the DVD sent to you under this agreement. You agree not to allow the DVD to circulate outside of your residence or office. You agree not to allow the DVD to be reproduced in any fashion, and not to sell it or to give it away at any time.

You warrant, represent and agree that the Recording shall be used for your private utilization only or for screenings in connection with a 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 agree to indemnify us against and hold us harmless from claims, liabilities and actions arising out of your breach of this agreement.

If requested, you agree to reimburse us for the cost of making the Recording available to you.

You understand that a violation of this agreement may result in civil and criminal penalties.

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

Sincerely yours,

_____
Signature

_____
Please Print Name

_____
Address of Entity Supplying DVD

AGREED & ACCEPTED TO:

By:_____
(person receiving the DVD)

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Chapter 16

A Guide to Music Clearance

If you're planning to use anything other than originally scored music in your film, television program, music video, commercial or multimedia project, you'll need the services of a music supervisor and/or a studio or production company's music clearance department or a music clearance service. You'll want to know if the rights to the copyrighted musical material that you wish to use are available, how much each would cost to license, and whether your music budget will cover the cost of the music you wish to use. Early music planning could save you a lot of time and money by knowing exactly which pieces of music you can and cannot incorporate into your project.

The following guide, prepared by Music Reports, Inc. and updated by David Powell of The Music Bridge, answers the most frequently asked questions about the field of music clearance. Any additional questions you may have about music rights clearances should be directed to your attorney or music clearance service.

WHAT IS MUSIC CLEARANCE?

Simply, it's the process of securing permission to use musical compositions and recordings owned by someone else. More specifically, however, it involves: (1) determining who owns the copyright to any given musical material; (2) negotiating permission to use that material in the territories and media in which exhibition or distribution is planned; and (3) paying the negotiated license fees to the copyright owners. An agreement between a copyright owner (or its representative) and a user of the copyright is called a "license." There are many kinds of licenses that cover many different media of exploitation.

Every production presents a unique set of legal and business issues that should be addressed and resolved before production begins. The media and terms of distribution affect the rights to be obtained from music copyright owners. The clearance process should be undertaken before being committed to using specific songs and recordings in order to eliminate musical material that may be too expensive or that the copyright owners don't want used. For example, some musical compositions, though popular and in general use in areas such as radio broadcast or nightclub performance, aren't available (at any price) in certain other media applications.

It's advisable that music clearance issues be addressed early in the planning stages of a project to assure the availability of the musical compositions and recordings for their intended use and subsequent exploitation. The unauthorized use of such material could result in an injunction blocking the distribution of the production, as well as other financial penalties. An early phone call to an attorney or music clearance service is highly recommended.

WHY DOES A PRODUCER HAVE TO SECURE LICENSES FOR "MUSIC RIGHTS"?

The music that's broadcast every day on radio, television and cable, or that's performed in nightclubs and concerts, is subject to federal copyright protection. Pursuant to the U.S. Copyright Act and other related legal doctrines, the owners of copyrighted musical compositions, and the recordings thereof, have the right to control how their musical material is used and the fees that will be paid for that use. This system of law makes it possible for composers, lyricists and recording artists to earn a living from their creations and requires that music be properly cleared, it can be used to the full extent of the license terms.

HOW DOES YOUR ERRORS AND OMISSION INSURANCE POLICY RELATE TO MUSIC CLEARANCE?

Distribution and broadcast agreements require that the production be insured for such things as inadvertent copyright infringements or the unauthorized use of protected materials. Errors and Omissions insurance covers all of the parties in the production/distribution chain for reasonable errors and omissions that may occur during production.

Generally, the applicant for an E&O policy (usually the producer or distributor) will be required to follow the insurance company's written procedures for the clearance of material used in the production. The applicant must sign a written declaration stating that the detailed information required in the application for insurance (including all of the specific clearance procedures) is in all respects true, and that no information has been omitted, suppressed or misstated.

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Additionally, the application for insurance must be signed by an attorney who's familiar with the clearance procedures of the insurance company. The attorney must also sign a written declaration that the attorney will use best efforts to ensure that the "clearance procedures" are followed, and that he believes that the statements in the application are correct.

Who Are the Owners of Musical Compositions and Recordings?

This is a very complex question. Generally, a songwriter may sell or assign the copyright in his song to a music publisher who pays the writer a share of the royalties derived from its exploitation. In such cases, the publisher generally owns the copyright (or a portion of it) and is the party with authority to grant permission for its use. However, the approval of the songwriter may be required before a music publisher can grant a license. In other such cases, songwriters may own the copyright and transfer the right to grant permission and collect royalties for certain types of rights to other representatives or outside agencies, who collect royalties and generate license agreements (i.e., administration) for them.

It's now common for copyright ownership in a musical composition to be divided by percentages and territories. Several songwriters may collaborate, with each controlling her own interest. Several publishers could own rights in the United States, while several others could own rights for the rest of the world. All of this may result in situations in which several parties must agree to the license, thereby increasing the difficulty in obtaining clearance.

Recordings are usually owned by the record company that paid for the recording session, or that had the recording artist under contract. However, the terms of recording contracts can require certain artist approvals before the record company can grant a license.

WHAT WAS THE U.S. SUPREME COURT'S *REAR WINDOW* DECISION AND HOW DOES IT AFFECT MUSIC LICENSING?

A full discussion of the so-called *Rear Window* decision is far beyond the scope of this chapter. However, you must be aware of how this decision affects music licensing.

In broad and general terms, songs copyrighted before January 1, 1978, had been entitled to two terms of copyright protection: a first copyright term of 28 years, and a renewal terms of 47 years, for a total of 75 years. The Sonny Bono Copyright Act, however, has extended that 75-year term to 95 years, which may further affect the complexities of *Rear Window*. If the author of a song copyrighted before January 1, 1978, were to die during the first 28-year copyright term, any productions that used the song would lose the right to continue distribution of the production containing the song at the end of the first copyright term. At that point, the heirs of the songwriter would be entitled to receive additional license fees for any continued exploitation of the song in the renewal term.

For example, if a producer enters into a 10-year music license during the 25th year of the original term of a song's copyright, that license agreement may become unenforceable at the end of the 28-year term (i.e., 3 years into the 10-year license) if the songwriter dies before the end of the 28th year. In such a case, a new license agreement (for the remaining 7 years) would have to be negotiated.

Unfortunately, this isn't a problem that can be easily solved. In order to do so, a producer would have to get the separate consent of all the songwriter's heirs before the songwriter dies. Even if the producer were to do so, leaving aside the additional administrative cost and license fees, there is no assurance that a songwriter wouldn't thereafter have additional children or wives.

No producer wants to be in a position of losing the rights to a song after he has recorded it into his production, or after he has paid for the rights. Your attorney or music clearance service should advise you as to which songs are affected by the decision, and the policies of distributors or broadcasters who, for legal or business reasons, may prohibit or restrict the use of such songs.

WHAT RIGHTS ARE NEEDED IN ORDER TO MAKE SURE THAT THE MUSICAL MATERIAL USED IN A PRODUCTION IS PROPERLY CLEARED?

In general, the rights commonly required in order to use musical compositions and recordings in television and film productions may be divided into the following categories.

Public Performing Rights

A public performance is a term of art that refers to the right to do such things as recite, play, sing, dance, act out or broadcast a musical composition in public. However, there's a vast difference between the rights required to merely sing a song on a bare stage, and the rights required to dramatize or tell the story of a song using sets, costumes, props, etc. A detailed explanation of dramatic and nondramatic rights is beyond the scope of this chapter; however, the rights required, and the complexity of their clearance, depend upon the way the song is to be performed.

Pursuant to U.S. copyright law, a record may be "performed" in public without the permission of the record company, because U.S. copyright law doesn't provide for a performance right for sound recordings. However, legislation was enacted in 1995 that now gives owners of sound recording a limited performance right in "digital audio transmissions." The new legislation is very complicated and

was written to address the seemingly narrow issue of digital audio transmissions. Traditional television and radio broadcasts are currently exempt. The Digital Millennium Copyright Act, enacted at the end of 1998, modified the 1995 legislation significantly, and will have far-reaching effects when music is distributed via phone or cable lines, or as traditional broadcast media migrate to digital platforms.

Reproduction Rights

A music publisher has the right to control the reproduction (recording) of a musical composition. Reproduction Rights are referred to, in television and film production, as "synchronization rights" because the musical composition is recorded on a sound track in synchronization with visual images. "Sync rights," as they're called, shouldn't be confused with so-called "mechanical rights," which refer to the reproduction of songs on audio CDs, records or tapes for distribution to the general public.

Record companies also have the right to control the reproduction of their recordings. A license to reproduce a record in an audio/visual work is generally referred to as a "master use" license.

Adaptation Rights

A copyright owner has the right to control the alteration or adaptation of musical compositions including arrangements, parodies, comedic uses, lyric changes, translations, etc. If a composition is to be used in an adapted form, specific permission may be required directly from the copyright owner. Some copyright owners, while open to the use of their material as it was originally written, may not grant permission for adaptations.

The way in which a song is performed or used will determine the applicability of these various rights. The media in which distribution is planned (broadcast television, home video, feature film, etc.) will significantly affect how these rights are negotiated, with whom they're negotiated, and the amount of the license fees.

FROM WHOM ARE THESE MUSIC RIGHTS OBTAINED?

The previously mentioned rights are generally not handled at one source, but instead, are often licensed individually by separate parties. For certain rights, one may have to deal directly with the songwriter, the songwriter's heirs, attorneys, publishers and agents or performing artists, record companies and unions.

Musical Compositions

Public performing rights for television broadcasts have traditionally been the responsibility of the broadcasters of television programming. Networks, local stations, cable programming services and cable system operators secure these rights from the music performing rights organizations which represent composers and publishers. In the U.S., those organization are the American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI) and SESAC.

Pursuant to the U.S. Government's consent decrees with ASCAP and BMI, broadcasters have the choice of securing either a "blanket" or "per program" license. In either case, a broadcaster may use any or all of the songs in the ASCAP/BMI catalogs. Under the per program license, however, a broadcaster pays a performing rights society on the for the programs that contain music licensed by that society that hasn't been licensed through other means. With the advent of the per-program license, an increasing number of television broadcasters are now seeking to license performance rights to the music contained in the television programs from the program producers/distributors rather than through a performing right society. "Source Licenses," as they're called, require the producer/distributor to acquire performance rights from composers and music publishers and deliver those rights to the broadcaster without any obligation of payment to a performing rights society.

Performing rights licensing for media other than broadcast television, such as feature films, nontheatrical and nonbroadcast distribution, are generally secured directly form the copyright owner.

Synchronization rights and the right to adapt a musical composition are generally obtained by approaching the owner directly. Some music publishers, while retaining the function of quoting the fees and approving the uses, prefer to have licenses prepared and executed through an intermediary organization (e.g., the Harry Fox Agency, Inc.), which they retain to license those rights on their behalf.

Often, in the case of popular songs, the songwriter may own the copyright and designate an attorney, accountant, manager, girlfriend or other representative to handle licensing for television or film use. If several parties own a composition, each may have to be contacted. If a writer is deceased and his rights have passed on to his heirs, the process can become even more difficult.

Recordings

Record companies generally control and license their recordings themselves; however, in some instances, their prior approval of the performing artist may be required. A master use license may also contain provisions requiring the user to pay any fees required pursuant to the record company's collective bargaining agreements with the performer's unions.

A producer working in television, film or music video has no reason to personally keep track of the ownership and representation of the thousands of protected compositions and recordings that may be available. One who did would face the basic problem of where to start,

with whom to talk, what paperwork to do and how to negotiate the license fees in accordance with current industry standards. All of this takes great deal of time, even if the basic information is readily at hand.

WHAT IS A MUSIC CUE SHEET AND WHY IS IT SO IMPORTANT?

A music cue sheet is a document that lists all of the music contained in a production, including the title, composer(s), publisher(s), performing rights affiliation and use and timing of each musical cue.

The cue sheet functions like an invoice that's used by all parties in the music licensing process to determine the amount of royalties to be paid for the public performance of the music contained in the program, and to whom those royalties are paid. For example, many broadcasters require copies of cue sheets for the television programs they broadcast in order to calculate the fees they must pay to ASCAP and BMI. Without the timely receipt of music cue sheets, they may not have access to the information necessary to correctly calculate the full amount of the license fee that would otherwise be due — resulting in a loss of income to composer and music publishers. Moreover, ASCAP and BMI use cue sheets to identify the composers and publishers entitled to receive royalties and to calculate the share of royalties they receive. The flow of music publishing royalties should be of vital concern to the producer if musical cues composed for the production are owned by the producer.

The timely delivery of an accurate music cue sheet has always been a requirement in most production/distribution/station license agreements. Practically speaking, the music cue sheet is also a delivery requirement for music publishers and record companies whose materials have been used in the production. The practical effect of not creating an accurate cue sheet and delivering it to the proper parties may be a breach of various production/broadcast agreements and/or synchronization licenses, and may result in composers and publishers not receiving the royalties they are due.

TO WHERE SHOULD MUSIC CUE SHEETS BE SENT?

For all of the reasons listed previously, producers should send cue sheets to the following organizations:

ASCAP
One Lincoln Plaza
New York, NY 10023
(212) 595-3050

BMI
320 W. 57th Street
New York, NY 10019
(212) 586-2000

CAN A COPYRIGHT OWNER PREVENT MUSIC FROM BEING USED?

Yes. The owner of a musical composition or recording can, except in very limited situations, restrict or deny permission for its reproduction or adaptation. In certain circumstances, the performing rights organizations also allow an owner to restrict the public performance of musical compositions that are normally subject to blanket performance clearance. Some popular music, freely broadcast on radio or used in nightclub performances, may be blocked from use on commercial television or in motion pictures. Copyright law leaves the final decision up to the owner or owners of the work.

WHAT HAPPENS IF A SONG IS USED WITHOUT CLEARANCE?

If the copyright owner never knows, nothing happens. However, if the matter is discovered by the copyright owner, the producer of the project, and any broadcaster or distributor, may be held liable for copyright infringement as well as other actionable claims. Under the Copyright Act, an infringer may be liable for both the damages sustained by the copyright owner and the producer's profits resulting from the unauthorized use of the music. Even if the copyright owner can't show what the damages or the producers profits are, he can still be awarded substantial statutory damages as provided for in the Copyright Act.

The producer may face an injunction, an out-of-court settlement with the copyright owner or the task of going back to the finished program and making extensive changes to remove the uncleared material. A producer with a completed project from which release prints or dubs have already been made, may find himself incurring costs many times what the original clearance and license fees might have been.

Quite recently, several "watchdog" operations have been formed to monitor use of music in all media on behalf of composers, publishers, record companies and artists. Additionally, both ASCAP and BMI have increased their viewing of television programs and monitoring of music cue sheets in order to determine their accuracy and resolve questions involving performing rights payments to composers and publishers. This, of course, only increases the chance that someone may find out – particularly if the project is successful.

WHAT ABOUT OLD SONGS? AREN'T THESE SONGS IN THE PUBLIC DOMAIN, AND FREE TO BE USED WITHOUT RESTRICTIONS?

There's a certain amount of music for which all copyright protection on a worldwide basis has lapsed. Some musical material that may be in the public domain in the United States, may still be protected in other countries. Failure to obtain proper international copyright clearance may severely limit exploitation of the project. With the changes in the U.S. Copyright Law that became effective January 1, 1978, some older material has had its protection extended, and worldwide rights issues have become even more complicated.

If you plan to use public domain material, you must be sure that *any* arrangement created for your use is based on the original public domain version, and not on a subsequent copyrighted or protected version which would require additional clearance.

Actual clearance of the material should still be carefully undertaken to insure its public domain status and to comply with Errors and Omissions insurance procedures. It can take as much time and expense to determine whether a composition is in the public domain as to clear one that is not.

HOW LONG CAN MUSIC BE PROTECTED BY COPYRIGHT?

Generally, music created after January 1, 1978, will be protected by copyright in the U.S. for a period of 70 years after the death of the last surviving writer. "Works made for hire" (created by employees or independent contractors) are protected 95 years from the date of publication or 120 years from the date of creation, whichever is shorter. For songs written and published before January 1, 1978, the term of protection will last for a total of 95 years from the end of the year the copyright was originally secured or published, whichever happened first.

Remember that foreign laws may provide for different copyright terms (life plus 70 years), and may have to be verified on a country-by-country basis. Moreover, as a result of the recently implemented General Agreement on Tariffs and Trade (GATT), certain works that were previously in the public domain have had their copyrights restored.

Also the fact that a musical composition doesn't contain a copyright notice doesn't mean that it's in the public domain. When the United States became a member of the Berne International Copyright Convention (in order to increase foreign protection for domestic works), our copyright law had to be amended to eliminate the requirement of a copyright notice as a prerequisite for copyright protection. Although a copyright notice is still required in order for a copyright owner to be entitled to certain remedies for infringement, it's not required in order for a work to be protected.

MAY I USE EIGHT BARS OF A SONG WITHOUT PAYING FOR IT?

No! This is one of the most common misconceptions regarding music and its protection under U.S. copyright law. Any unauthorized use of material that's recognizable as having come from a copyrighted source is a potential infringement of copyright.

WHAT IS "FAIR USE"?

There's an exception to the exclusive rights of copyright owners called "fair use," which permits the limited use of copyrighted material in special circumstances without requiring an owner's consent. In theory, the public interest in the dissemination of ideas and information is served when the use of music for such purposes as criticism, comment, new reporting, scholarship, teaching, etc., is freely permitted. Parodies of material for humorous effect or social commentary are usually treated under the same principles. However, caution in the area of parody is strongly recommended.

U.S. copyright law lists the factors which must be considered in each case of a claimed "fair use." These factors include: (1) the purpose and character of the use; (2) the nature of the work; (3) the amount and substantiality of the portion used; and (4) the effect of the use on the potential market for, or value of, the work. Although the laws of certain foreign countries contain concepts similar to the U.S. doctrine of fair use, they're not necessarily the same. Therefore, a fair use in the U.S. could be a violation of law or an author's moral right of integrity in foreign territories. Because there are no clear and definitive guidelines, it's difficult to determine in advance what may or may not be a permissible "fair use."

MAY THE TITLE OF A SONG BE USED AS THE TITLE OF A PROGRAM?

Although titles aren't protected by copyright law, they may be protected via other legal doctrines. Use of the title and story line of a song may involve the clearance of dramatic performing rights, or require negotiations similar to those required for the acquisition of rights in a literary property. For protection, your attorney should advise you as to whether the title may be freely used or if specific permission should be obtained from the owner of the musical composition.

MUST A LICENSE BE SECURED IF SONG LYRICS ARE SPOKEN IN DIALOGUE?

The copyright of a song protects the lyrics as well as the music. Therefore, if an identifiable part of a song lyric is used in dialogue, a license may have to be secured in order to avoid potential liability.

MAY LYRICS TO AN EXISTING SONG BE CHANGED WITHOUT PERMISSION?

Changes made to the copyrighted lyrics of the song, including what may appear to be only minor changes, usually have to be cleared by obtaining specific permission from the copyright owner. This may even apply to the translation of the original lyrics into a foreign language.

IF A SONG IS CLEARED FOR ONE EPISODE OF A TELEVISION SERIES, MAY IT BE USED IN OTHER EPISODES WITHOUT ADDITIONAL PERMISSION?

No. Licenses are normally granted on a show-by-show basis. Specific permission is required for use in multiple episodes of a program. In addition, a new episode containing clips from previous episodes will usually require additional licenses for the music contained in the clips.

IS IT NECESSARY TO CLEAR MUSIC THAT'S TO BE USED IN COMMERCIALS?

Yes. In order for copyrighted music to be used in the advertising of products and services, the entire procedure for clearing music must be followed. Popular songs are frequently changed or adapted to fit the product or service being promoted. Accordingly, specific permission for use must be obtained from the copyright owner, based upon the markets and media to be exploited.

MAY RECORDS OR COMPACT DISCS BE USED ON A TELEVISION SHOW?

Be careful. This is a complex and gray area of both law and practice. Some use of records on television teen dance shows, for instance, has been permitted by record companies because the use is considered promotional. Other uses of records in television, home video and motion picture productions may require permission in advance from any number of involved parties, including the music publisher, record company, artist, performer's unions, etc.

Commercial phonograph recordings made and released after February 15, 1972, are eligible for federal copyright protection. Recordings made prior to that date, though not copyrightable, may still be protected under state anti-piracy statutes and other legal theories.

IF A LICENSE IS OBTAINED TO USE A FILM CLIP FROM A TELEVISION PROGRAM OR FEATURE FILM, WILL THAT LICENSE INCLUDE THE RIGHT TO USE THE MUSIC CONTAINED ON THE CLIP?

Generally, no. Film clip licenses are usually granted with the producer acknowledging that he will be responsible for obtaining all third party rights and clearances. The film clip owner may not own the music, or may have acquired rights for its use in his production only. Therefore, if the music on the soundtrack isn't specifically covered in the film clip license agreement, it will have to be cleared. The music publishing division of a motion picture company and the production or publicity division of the same company can have completely different outlooks on what you may or may not use.

IF A RECORD COMPANY ISSUES A LICENSE TO USE A MUSIC VIDEO CLIP, WILL FURTHER CLEARANCES BE REQUIRED?

The use of so-called "promotional" music videos of performing artists raises a number of music licensing issues. As with other programs, the proper licensing of the musical composition contained in a music video may require public performance rights and synchronization rights. In addition, "dramatic" performing rights may be required if the video is telling the story of the song.

A producer wishing to use a music video clip in his program must first determine which of the previously mentioned music rights, if any, have been granted to him by the licensor of the music video (usually a record company). Music videos are typically licensed, with the user being responsible for all third-party licensing obligations, including payment to the music publisher, and payments required to be made pursuant to the collective bargaining agreements of any performer's unions. If the performing artist has written the song and owns or controls the publishing rights, the record company, by virtue of its agreement with the artist, may be able to grant a license for promotional use of the music. However, if the performing artist has no royalty or ownership interest in the song, the record company may not be willing to assume the responsibility of securing or granting synchronization licenses for your purpose.

Because most record/CD sales occur in the first 90 days of distribution, there's an issue as to whether use of a music video in a program intended to be distributed for a period substantially longer than 90 days would be considered promotional or commercial. The more the use is considered to be commercial, the greater the likelihood that publisher clearance will be required, along with possible payments to the record companies for continued use of the music video itself.

IS A SYNCHRONIZATION LICENSE REQUIRED FOR THE FIRST U.S. NETWORK BROADCAST OF AN ORIGINAL LIVE OR TAPED TELEVISION PROGRAM?

Generally, no. However, the law in this area is restrictive and unclear, and the answer to this question may depend on a number of factors. The Copyright Act entitles a transmitting organization (e.g., a network, local station or cable programming service) to synchronize musical compositions and recordings in a program, and to repeat that program or delay its broadcast for a period of six months, as long as the broadcaster has a license to perform the musical composition. However, U.S. network broadcasts that occur more than six months after the first network run, and syndicated broadcasts, usually require full music rights clearances.

Therefore, a program that will run for less than a six-month period on U.S. network television, and which has no value in syndication, may not need synchronization licenses for the music. If a program will be broadcast for more than six months, distributed in syndication or aired outside the U.S., a synchronization license will almost certainly be required. Even if no synchronization license is required, all other rights, such as performance and adaptation rights, must be cleared.

WHAT RIGHTS ARE REQUIRED TO RELEASE A PROGRAM FOR SALE IN THE HOME VIDEO/DVD MARKETPLACE?

Home video/DVD distribution, as it's generally defined in the entertainment industry, requires that the producer obtain the right to reproduce the musical work on the sound track of the program (much like synchronization rights), and the right to manufacture and distribute copies of the program containing the musical work throughout the territories in which distribution is planned. Public performance rights aren't required for home video/DVD distribution, as long as the program isn't displayed at a place open to the public, or any place where a substantial number of people outside of a normal family and its social acquaintances is gathered.

WHAT DO MUSIC COPYRIGHT OWNERS CHARGE FOR HOME VIDEO/DVD RIGHTS?

As with all licenses, copyright owners can charge whatever they think the market will bear. Generally, they may require: (1) a flat fee or royalty per unit sold; (2) a pro-rata percentage of the wholesale or retail sales price; or (3) a combination of both. These royalty arrangements usually require that the producer account to the copyright owners on a quarterly or semiannual basis. In addition, copyright owners may seek nonrecoupable fixing fees (one-time flat fee payments similar to synchronization fees), recoupable advances or sometimes both.

It's also common (particularly with feature films, nontheatrical/educational programs and programs using very little music), to work out arrangements similar to flat-fee licenses or "buyouts," thereby avoiding costly accounting procedures. However, some copyright owners may not agree to such license terms.

There's an additional question as to whether a music publisher can or will issue a worldwide home video/DVD license. This must be answered on a song-by-song basis, and will depend on the arrangements between the domestic publisher and its representative (sub-publisher) in each foreign territory. In some cases, the right to grant licenses and collect royalties may have been contractually transferred to the subpublisher in each territory. If this is the case, the producer may have to deal with the respective subpublisher or collection society in each territory in which distribution is planned.

HOW ARE FEATURE FILMS LICENSED?

In feature films, music rights — whether for a song or a recording — are usually licensed worldwide for the duration of the copyright on a flat-fee basis. This is partly because of the tremendous investment required to make a feature film and the complicated contractual arrangements involved in feature film distribution. Unlike other types of productions for which rights may be licensed on a medium-by-medium basis, the producer of a feature film will usually secure a very broad grant of synchronization rights for theatrical, television, nontheatrical, home video/DVD and other rights, so that the film can be exploited in all possible media existing now or in the future.

For antitrust reasons, the performing rights organizations aren't allowed to collect performing fees from motion picture theaters in the United States. Therefore, a producer must also secure a U.S. theatrical performance license directly from the music publisher or its agent when securing a synchronization license for a musical composition.

Feature film producers must pay particular attention to the way home video/DVD and new media rights are acquired, as the major studios and distributors strongly resist paying

any kind of continuing home video/DVD music royalty. There are well-known cases where studios have required producers of feature films in current theatrical release to delete, prior to home video/DVD distribution, material which carried a royalty obligation.

HOW IS MUSIC LICENSED IN RELIGIOUS PROGRAMS?

The licenses that television stations secure from the performing rights organizations include the right to broadcast religious programs that contain copyrighted musical compositions. These licenses are required even if the programs emanate from a place of worship.

However, a nonprofit organization producing the broadcast generally doesn't need a synchronization license to record and make copies of a program that includes songs of a religious nature (or sound recordings of such works), as long as there is no charge for the distribution of copies, and only one transmission is made by each station. However, synchronization licenses must be secured for the use of secular songs, even if they have an underlying religious theme. Even songs of a religious nature would require clearance if the program were repeated by a station.

HOW MUCH WILL IT COST TO CLEAR A SONG FOR USE IN MY TELEVISION OR FILM PROJECT?

This depends on a number of factors, including the length of the song, whether it'll be performed "on camera" or as background music, etc. A key element of the cost will be the intended distribution of the program. Many television producers can get by with a one-, three-, or five-year synchronization license for just the United States; others need more extensive worldwide rights and/or distribution terms. A license for free television only will generally be less expensive than a license for all forms of television distribution. Feature film producers must make sure that they obtain perpetual worldwide motion picture rights, as well as television rights for eventual domestic and foreign syndication, home video/DVD and new media.

More recent technologies such as the Internet have complicated the matter even further, and the rights for these areas are frequently obtained on a medium-by-medium basis. There's no established pattern for these fees, as they vary from song to song and must be computed separately for each project's specific rights and releasing requirements.

WHAT IS A NEEDLE DROP?

This refers to the use of a single portion, or "cue" of an existing recording (placing the needle down on the recording and then lifting it), in synchronization with filmed or taped images.

If you use a needle drop or "cue" from a commercially produced popular recording that has been used, one must deal with all of the normal clearance requirements previously discussed with respect to the song, the recording of the song, the recording artist and the performer's unions.

There are organizations known as "production music" libraries that provide commercially produced recordings specifically for background broadcast and film use at a variety of reasonable license rates. Most production music libraries have reporting requirements that can be satisfied by filing a music cue sheet with the performing rights societies or informing the library of the use. The libraries will usually issue one license that includes rights for the musical composition and the master recording. Some production music companies include so-called "sound-alike" recordings of popular artists in their libraries. Remember that if such recordings are used, the producer must still secure a license from the publisher of the song. A producer that's a union signatory company must be sure to use caution, as some production music may not comply with union requirements.

WHAT HAPPENS WHEN LICENSES EXPIRE?

If the right to use music contained in a program has been granted for a limited period of time (e.g., five years) or for limited media (e.g., free television only), the licenses will have to be renewed or expanded if continued or additional exploitation of the program is contemplated. Broadcasts of the program beyond the license period or licensed media may constitute an infringement of the music copyrights. This is seldom an issue in feature films, for which music is traditionally licensed in perpetuity.

Because of recent legislation, court decisions and businesses practices, it may not be a simple matter to renew all old licenses. It's also possible that the copyright owner who originally granted the license may no longer control the music. Also, there are well-known cases in which composers and publishers of popular songs have refused to renew expired licenses or have charged exorbitant fees for license renewals.

It may be possible to negotiate perpetual licenses for all media at the time of initial licensing. However, the price charged by the copyright owner may increase significantly over the normal price of a limited term or limited media license.

I'd like to thank David G. Powell for updating this chapter. David is president of the Music Bridge, music rights specialists providing music clearance, licensing, supervision and consultation services since 1992. You can contact him at david@themusicbridge.com, and the website is www.themusicbridge.com. And my thanks once again to Music Reports, Inc. for the original material on music clearance.

Chapter 17

Safety

SAFETY PROGRAMS

This is one of those chapters that may be boring to read, but the information it contains is vital to know. Safety is serious business, and like your parents might say, "it's for your own good!"

In an effort to promote a safer work environment, numerous states have enacted legislation implementing injury prevention programs, the training of employees in general safe and healthy work practices and the adoption of occupational safety and health standards.

In addition to state safety guidelines, the AMPTP, various unions and guilds, major television networks and studios and many independent production companies have adopted their own safety programs, many in conjunction with an Industry-Wide Labor-Management Safety Board. Sponsored by CSATF, an Industry Wide Labor-Management Safety Committee meets monthly in the Los Angeles area to draft, update and disseminate a series of industry-related *Safety Bulletins*. CSATF also administers the *Safety Passport Program*, which offers health and safety training to union and guild members. Upon completion of the General Safety Passport course, each worker is issued a Safety Passport, which contains the person's photograph, name, address, emergency contacts and other pertinent information such as union affiliation. As a person receives training, that training is documented in the Passport as well as the Industry Experience Roster. For those working in Southern California who would like more information on Passport Health & Safety courses, contact your local business agent or call CSATF at (818) 995-0900. If you're not from the Los Angeles area, check with the unions and/or guilds closest to you to see what type of safety training is currently being offered in your area.

Another aspect of the industry-wide safety program is that under the rules published by the Federal Motor Carrier Safety Administration and the Department of Transportation, studio drivers (those who possess a commercial class drivers license and who perform safety-sensitive functions) are subject to random testing for alcohol and controlled substances. This program is also administered by CSATF.

If you're not working on a union show or for a studio or production company that has a safety program, you would be smart to adopt these industry-wide safety guidelines regardless, because there is nothing more important than the well-being of your cast and crew. And being safe is a conscious effort we all make to protect ourselves, our co-workers and our workplace.

The Safety Board bulletins (numbered in succession) detail safety precautions relating to specific potentially hazardous situations and activities. Most of the unions, guilds, studios, etc. use these bulletins as the basis for their own safety program, the most recognized being the producer's On Production *Injury and Illness Prevention Program* (IIPP), which is designed to comply with state and Federal OSHA guidelines (or other local, provincial or national safety requirements). Specifically, the following eight elements should be part of any safety program:

1. Delineation in writing as to who is responsible for implementing the program (generally the UPM, although all department heads are responsible for the action of their employees)
2. Enforcement of safe work practices (zero tolerance for breaking the rules)
3. Communication (safety meetings, call sheets, AMPTP Safety Bulletins, MSDS)
4. Hazard assessment and inspection (location scouts, etc.)
5. Investigation of injury or illness (after accidents)
6. Correcting unsafe or unhealthy conditions (correct as soon as possible)
7. Record keeping (document as much as possible)
8. Training (safety pass, job-specific, when new hazards arise)

Industry safety programs require that a copy of the company's safety manual be available at each work site. Safety posters and emergency procedures (including emergency numbers) must also be posted at each work site. Departmental safety guidelines and any applicable forms are given to each department head.

SAFETY MEETINGS

Safety meetings should be held the first day of each new location and on days when activities involve stunts, special effects, aircraft, wild animals or other potentially

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hazardous conditions; and all essential personnel should participate. (Note that some studios and networks require that a safety meeting be held each day.) All safety meetings should be documented on the daily production report or a specific *Daily Departmental Safety Meeting Report* form (see sample form at the end of this chapter). Potentially hazardous situations must be clearly identified on the call sheet and marked at the spot, if possible. If appropriate, an AMPTP safety bulletin or other special notification addressing the particular hazard should be attached to the call sheet or posted at the location. In all cases, every attempt should be made to eliminate any hazardous situation before it becomes a danger to cast and crew.

SAFETY TRAINING

In addition to the Safety Passport Program mentioned earlier, basic safety training should be introduced on each new film by emphasizing the company's intent and attitude toward safety and by familiarizing new employees with all company safety policies, rules and procedures. New employees should be provided with written job descriptions and safety procedures pertaining to their specific areas of responsibility, reinforcing actual on-the-job training. Employees should be informed of all potential exposure to any major hazards, ensuring that they fully understand the degree of hazard and all necessary precautions. After initial orientation and training has been completed, employees' work habits should be periodically evaluated, and all safety training and orientation should be documented.

DESIGNATED AREAS OF RESPONSIBILITY

The DGA has deemed that unit production managers shall have the overall responsibility for administering the On Production Injury and Illness Prevention Program (IIPP) from pre-production through completion of principal photography, and that the First Assistant Director function as the On-Set Safety Coordinator. The delegation by the UPM of authority to others in order to effectuate the purposes of the IIPP does not alter such responsibility. The UPM, First and Second assistant directors are asked to meet with the person responsible for the overall studio or production company IIPP. In addition to, or in lieu of such a meeting, some studios or production companies may assign an individual to a specific production to assist in safety coordination.

The UPM and first and second assistant directors are each assigned different areas of responsibility in the administration of the IIPP. Together, they must: (1) make sure the entire shooting company is thoroughly familiar with the safety program; (2) ensure that the safety program is working; (3) troubleshoot as necessary, addressing all hazardous conditions and concerns; (4) ensure the documentation of safety program activities; (5) deal with emergencies and serious accidents; and (6) deal with OSHA inspectors and other safety investigators. The DGA provides their members with detailed guidelines relating to their individual areas of safety management.

During construction (prior to the start of principal production), the construction coordinator is responsible for set safety. He continues to administer construction safety throughout production as long as construction continues. In the production office, the production coordinator is responsible for keeping and distributing safety manuals as required, keeping a file of completed safety reports and securing the appropriate safety bulletins to be attached to call sheets when needed.

SAFETY BULLETINS

At CSATF's website, www.csatf.org/bulletintro.shtml, you'll find a complete set of safety bulletins issued by the Industry-Wide Labor-Management Safety Committee. Download the latest versions of each of the bulletins, print and attach copies to your daily call sheets whenever appropriate. And make sure that cast and crew members whose work and areas of responsibility involve the activities covered in the bulletins are fully aware of the detailed guidelines they contain.

The following is a complete list of safety bulletins.

General Code of Safe Practices for Production

1. Recommendations for Safety with Firearms and Blank Ammunition
2. Special Use of Live Ammunition
3. Guidelines Regarding the Use of Helicopters in Motion Picture Production
3A. Addendum "A" – Guidelines for External Loads – Helicopters
4. Communications Regarding Stunts
5. Safety Awareness
6. Animal Handling Rules for the Motion Picture Industry
7. Recommendations for Diving Operations
8. Guidelines for Insert Camera Cars
8A. Addendum "A" – Process Trailer/Towed Vehicle
8B. Addendum "B" – Camera Boom Vehicles
8C. Addendum "C" – Power Line Distance Requirements
9. Safety Guidelines for Multiple Dressing Room Units
10. Guidelines Regarding the Use of Artificially Created Smokes, Fogs, and Lighting Effects
11. Guidelines Regarding the Use of Fixed-Wing Aircraft in Motion Picture Production

11A. Addendum "A" – External Load Guidelines – Fixed-Wing Aircraft
12. Guidelines for the Use of Exotic Venomous Reptiles
13. Gasoline Operated Equipment
14. Code of Safe Practices for Parachuting and Skydiving
15. Guidelines for Boating Safety for Film Crews
16. Recommended Guidelines for Safety with Pyrotechnic Special Effects
17. Water Hazards
18. Guidelines for the Safe Use of Air Bags
19. Guidelines for the Use of Open Flames on Motion Picture Sets
20. Guidelines for the Use of Motorcycles
21. Guidelines for Appropriate Clothing and Personal Protective Equipment
22. Guidelines for the Use of Elevating Work Platforms (Scissor Lifts) and Aerial Extensible Boom Platforms
22A. Addendum "A" – Power Line Distance Requirements
23. Guidelines for Working with Lighting Systems and Other Electrical Equipment
23A. Addendum "A" – Power Line Distance Requirements
23B. Addendum "B" – Basic Electric Safety Precautions for Motion Picture and Television Off Studio Lot Location Productions by City of Los Angeles Mayor Richard Riordan
23C. Addendum "C" – Working with 480 Volt Systems
24. Recommended Safety Guidelines for Handling of Blood and Other Potentially Infectious Materials
25. Camera Cranes
25A. Addendum "A" – Power Line Distance Requirements
26. Preparing Urban Exterior Locations for Filming
27. Poisonous Plants
28. Guidelines for Safety Around Railroads and Railroad Equipment
29. Guidelines for Safe Use of Hot Air Balloons
29A. Addendum "A" – Guidelines for External Loads – Hot Air Balloons
30. Recommendations for Safety with Edged and Piercing Props
31. Safety Awareness When Working Around Indigenous Critters
32. Food Handling Guidelines for Production
32A. Addendum "A" – Health Advisory
33. Special Safety Considerations when Employing Infant Actors
34. Working in Extreme Cold Temperature Conditions
34A. Addendum "A" – Wind Chill Charts
35. Safety Considerations for the Prevention of Heat Illness
36. Guidelines for Miniature Remote-Controlled Camera Helicopters
37. Seat Belts and Harnesses
38. Guidelines for Inclement or Severe Weather
39. Guidelines for Using Foam(ed) Plastics in Set and Prop Construction
40. Guidelines for Non-Camera Utility Vehicles

Procedural Guidelines

1. Special Procedures For Minors Performing Physical Activities

Informational Fact Sheets
Safety & Heath Awareness Sheet – Guidelines for Handing Freshly Painted Backdrops and Other
Graphic Arts
Safety & Heath Awareness Sheet – Photographic
Dust Effects

GENERAL SAFETY GUIDELINES FOR PRODUCTION

Your production's safety program should include the following general safety guidelines in addition to the Injury & Illness Prevention Program. Although most are common sense, others are derived from federal, state or local laws and regulations. Failure to follow these guidelines and the IIPP could not only result in serious injury, but could also cost valuable production time and expense due to delays and/or shutdowns enforced by either regulatory agencies or management personnel.

As you know, your working conditions may change from day to day, especially on location. To reduce the risk of accidents, be aware of your work environment and the equipment that's being used. Pay special attention to call sheets as they often contain important safety information for the next day's shoot. And if you have any questions or concerns, or notice anything you believe could be hazardous to the cast and crew, don't hesitate to notify your supervisor or call the producer.

General Rules

- Obey all "No Smoking" signs. Smoking is not permitted on any stage. Observe designated smoking areas and always extinguish cigarettes in butt cans. Dispose of all other trash properly, not in butt cans.
- Wear appropriate clothing and any necessary protective equipment. A shirt and shoes should be worn at all times. Don't wear loose clothing, and long hair should be tied back if working around machinery. Nonessential jewelry should be left at home. Eye and/or ear protection must be worn when operating equipment or performing other work where damage to sight or hearing could occur.
- Don't work while under the influence of illegal drugs or alcoholic beverages. Medication that might interfere with your alertness or ability to work should be used only under the direction of your physician. If you feel

any medication is impairing your work, discuss this with your doctor. Don't put yourself or your coworkers at risk.
- Pranks and horseplay should be kept in check. Distracting crew members operating tools or working with specialized equipment can result in accidents.
- Maintain clear walkways and exit passageways. Maintain at least a four-foot perimeter around stage areas. Keep all exit doors unlocked when working. All overhead equipment, fixtures and props should be properly secured with safety wire if needed. Cables on the floor or ground should be ramped in foot traffic areas. Fire extinguishers, hoses and hydrants must remain accessible at all times.
- Familiarize yourself with emergency procedures for each location, and be aware of emergency evacuation routes.
- Remain aware of your surroundings. That includes all personnel working above and below you. All overhead equipment fixtures and props should be properly secured.
- Maintain a neat, clean and orderly work area.
- Make sure that all visitors remain a safe distance from construction and filming areas.
- Attend all on-production, off-production and/or individual department safety meetings.
- Production days can be long and grueling, so make sure you're getting adequate sleep. Exhaustion can cause accidents too.
- Report all accident, injuries and illnesses to your department head or the responsible safety person immediately.

Lifting and Moving

Don't attempt to lift excessive or awkward loads without getting help. Whenever possible, use dollies, carts, hand trucks, etc. If an object is too heavy to move without strain, ask for help! Proper lifting techniques can help prevent back injuries and other strains (lift with your legs, not your back).

Common Fall Risks (Catwalks, Runways, Floor Openings, Guard Rails, Scaffolds and Stairwells)

Stair railings and guard rails are required by law for any elevated surface or around pits or holes. Ensure that lighting is adequate and warning signs are posted when necessary. Use safety harnesses or other fall protection equipment when needed, especially when operating above ground level or outside areas with guard rails.

Hazardous Materials

Fuels, explosive materials, solvents, paint products, acids, compressed gas cylinders, aerosol cans, isopropyl alcohol, glues, resins, dyes, certain make-up products, lubricating oil and mineral oil are just some of the substances that fall under the category of hazardous materials (or "dangerous goods"). They're in a class of materials that are capable of posing a significant risk to health, safety or property if not handled properly.

These substances should be stored in approved containers (UL-listed flammable cabinets or explosive containers) and not be allowed to accumulate on stage floors, under platforms or in other work areas. Eating, drinking and smoking should be prohibited in areas where hazardous substances are present. It's also imperative to dispose of these materials in an approved method by a certified hazardous waste hauler.

Material Safety Data Sheets (MSDS) should be obtained from the manufacturer for all such substances. They should be reviewed and kept on file, and proper handling and storage procedures should always be observed.

The shipping dangerous goods is highly regulated by the FAA and the federal government. These goods must be declared, identified, classified, labeled and packed by someone specifically trained and licensed to handle and ship hazardous materials. Nothing happens until material safety data sheets are submitted to your authorized packer and shipper. Check with your Safety representative or shipping company to get more information on the procedures for shipping these substances – including all restrictions, regulations, time frames and costs. And although most dangerous goods can be safely transported by air if they're in approved quantities and properly packaged and handled, you're much better off purchasing these materials on location (as long as they're available) than to ship them. (You'll find more information on shipping dangerous goods in Chapter 22.)

Hand Tools and Related Equipment

Use the right tool for the job. Ensure that all equipment is in proper working order and that protective guards are in place and in good condition. Tag and report any damaged or malfunctioning equipment. Store all equipment in the proper manner and place. Avoid areas where others are using power tools unless your job requires you to be there. Watch for flying debris.

Don't handle or repair tools, machinery or equipment unless you've been trained and authorized by your supervisor.

Don't use the top two steps of ladders. Make sure ladders are in good condition and properly supported (don't leave them standing against walls – secure them). Ladders should be properly stored when not in use.

Filming Equipment (Booms, Camera and Insert Cars, Cranes, Dollies, etc.)

Use the proper equipment for the job. Be aware of and observe all load capacities. Never allow more than nine people (including the driver) on an insert car. Operators and passengers of all vehicles should always use safety belts or harnesses.

Filming Vehicles (Aircraft, Helicopters, Cars, Trains, etc.)

Be especially cautious when walking, driving or traveling in congested areas. Proceed slowly and watch for sudden movement. Be cautious when working around helicopters. Remain at least 50 feet from helicopters unless you're instructed to be closer. Under no circumstances should you approach a helicopter or aircraft without permission from the ground safety contact or the pilot. Whether the rotors are turning or not, always approach and leave a helicopter from the front. Never walk near or around the tail rotor of a helicopter. And no smoking is allowed within 50 feet of aircraft.

The use of aircraft, trains, cars or boats may require special permits and/or operator certification. All vehicles and their safety equipment must be inspected on a daily basis by qualified personnel.

Electrical Safety

Ground and properly maintain all electrical equipment and wiring, use only for its intended use and maintain sufficient access and working space around electrical equipment. Be cautions around water. DC may be required for work above, in or near water.

Water Hazards

All cast and crew members working on or above water should wear life vests or other safety equipment. Safety lines, nets, divers, observers or other precautions should be taken when working in rivers, streams or other bodies of water with currents.

Obey boat crew members' instructions at all times. Observe capacity limits on all boats. Persons not essential for filming should not be on the water. Know as much as you can about the water – quality, animal life or other hazards.

Stunts and Special Effects

Stunts and special effects require an on-site dry run or walk-through with all involved parties before filming. The walk-through, safety meeting and rehearsal should be documented on the daily production report. It's the policy that all stunts and effects be reviewed by all participants prior to execution to help ensure that they're performed in the safest manner possible. The appropriate safety bulletins must be attached to the call sheet and reviewed at the safety meeting.

Effects involving pyrotechnics must be noted in advance on the call sheet. Permits must be obtained in advance as required. Performance must be by qualified, licensed persons only. Regulatory agencies must be notified in advance as required by permit.

Appropriate safety equipment – eye, ear protection, shields, etc. – must be provided as needed to protect cast and crew. A planned escape route must be kept clear. Only persons necessary for the shot should be in the area.

Smoke

Be aware that the use of atmospheric smoke is regulated. Efforts should be made to reduce smoke where possible. Provide adequate ventilation and respirators where needed.

Firearms

Treat all firearms as if they're loaded. Don't handle firearms unless required and qualified to do so. Follow the direction of the property or weapon master at all times. The use of firearms may require special permits and certifications. Know all operating features and safety devices. All firearms must undergo safety inspections by qualified personnel. Live ammunition *must not be used*!

Animals

Animals are unpredictable. Animal trainers should address the cast and crew regarding safety precautions that will be in effect and to answer questions about safety. Don't feed, pet or play with any animal without the permission and direct supervision of the trainer. When working with animals, the set is to be closed to outside visitors and so noted on the call sheet.

Environmental Concerns

Your location should be free of hazardous materials or chemicals hazards. All hazardous waste generated by the production company (including paint) must be disposed of properly. Proper documentation of the transportation and disposal of hazardous materials must be maintained. If in doubt, ask. Read more about environmentally responsible filmmaking in Chapter 31.

Preparing for an Emergency

- Familiarize yourself with emergency procedures for each location.
- Keep a flashlight nearby and ready to use. Check it frequently to make sure the batteries are fresh.
- Keep other personal supplies (protein bars, water, an extra jacket and pair of shoes, etc.) in a drawer or backpack.

- Maintain clear fire aisles around the perimeters of all stages.
- Know the locations of available fire extinguishers and first-aid kits.
- Be aware of more than one way to exit any location or work area.
- All disaster plans should include contingencies for evacuation, transportation, food and shelter.
- Know where the nearest available medical attention is available.

In an emergency:

- Protect yourself first before assisting others.
- Think before reacting and take a deep breath.
- During an earthquake, look for a place to safely "duck, cover and hold."

Make sure all cast and crew members receive a copy of these safety guidelines and that all safety procedures, bulletins and programs (as well as local, state and federal regulations) are adhered to. All employees should be required to sign an *Acknowledgment of Safety Guidelines* (sample included in this chapter) attesting to having received, read, and understood these procedures.

All studios and production companies should provide their production units with a supply of Safety Checklists and Worksite Safety Reports to be filled out on a daily basis. Other forms have been devised to note safety concerns while breaking down a script and for documenting safety meetings, training sessions and various safety inspection and compliance measures. If the production company you're working for can't supply you with these forms, design your own that will specifically address the safety concerns pertaining to your production.

SCREEN ACTORS GUILD – SAFETY REGULATIONS

- A qualified first-aid person must be present on all sets where hazardous work is planned. The producer shall properly equip this person, establish the capabilities of nearby medical facilities and provide transportation and communication with these facilities.
- Where any of the following conditions are planned as part of a driving sequence and special expertise is necessary in order to perform such driving sequence in a safe manner, the on-camera driver shall qualify as a stunt performer under Schedule H of the SAG Agreement.
  - When any or all wheels will leave the driving surface.
  - When tire traction will be broken (skids, slides, etc.).
  - When the driver's vision will be substantially impaired by dust, spray (when driving through water, mud, etc.), blinding lights, restrictive covering over the windshield, smoke or any other conditions that would substantially restrict the driver's normal vision.
  - When the speed of the vehicle will be greater than normally safe for the conditions of the driving surface, or when other conditions such as obstacles or difficulty of terrain will exist, or off-road driving (other than normal low-speed driving for which the vehicle was designed) will occur.
  - When any aircraft, fixed-wing or helicopter is flown in close proximity to the vehicle, creating a hazardous driving condition.
  - Whenever high speed or close proximity of two or more vehicles create conditions dangerous to the drivers, passengers, film crew or vehicles. Nothing herein shall require the performer to be doubled where the performer has the special expertise to perform the sequence in a safe manner.
  - When for safety reasons a performer is doubled on-camera as the driver of a vehicle, the double shall qualify as a stunt performer under Schedule H of the SAG Agreement. This would also apply to passengers in a vehicle who must be doubled for their safety.
- When stunts are required, a person qualified in planning, setting up and/or performing the stunt must be present on the set. Persons involved in the planning and execution of a stunt shall be entitled to inspect any vehicle, mechanical device and/or equipment to be used in the stunt on the day prior to its use, provided it's available. In any event, such persons shall have reasonable time for such inspections. No payment shall be due for any inspection. The non–stunt performer shall have the opportunity to consult with this person before being required to perform a stunt.
- The stunt coordinator shall notify the Guild whenever scripted stunts are planned involving non–stunt performers.
- The producer must always get the performer's consent before asking the performer to engage in a stunt or hazardous activity. They *do not* have to agree; and they may always request a double.
- All reasonable requests and requirements for safety equipment in connection with the performance of stunts shall be complied with by the producer or the producer's representatives on the set or location.
- Equipment provided by the producer, for example, autos, cycles, wagons, etc., shall be in suitable repair for the safe and proper performance of the stunt.
- Smoke work must be approved by the performers involved at the time of booking or prior to the work. If this does not occur, a performer may refuse the work for legitimate health reasons. Material Safety Data Sheets must also be available on the set when smoke is used.

WORKING UNDER HAZARDOUS CONDITIONS

In addition to the SAG regulations listed previously, other unions and guilds impose their own regulations governing their members when they work under hazardous

conditions. Many potentially dangerous situations require productions to make salary adjustments (pay bumps) for employees working under these conditions. The amount of the pay bump will vary depending on the union/guild and the dangerous activity. Pay bumps are generally paid for aerial or submarine work, working in (or under) water or under exceptionally cold conditions. Bumps are paid per occurrence with a maximum daily cap. Check your guild and union contracts to find specific regulations relating to any potentially hazardous work you're planning.

ADVICE FROM AN EXPERT

In talking with Jim Economos, Vice President of Production Safety at DreamWorks about this chapter, he strongly suggests that filmmakers be keenly aware of the following three areas of concern.

- Asbestos: stay away from it! Know what it is and what it looks like. If you're considering shooting in a building that was built before 1980, chances are that it has or had asbestos. So if you're unsure, ask. This is a federal issue, and you don't want to injure anyone or put yourself in a position to be sued.
- Logistics: make sure you have easy access to your shooting locations – that you can park your trucks close-by and easily get your gear in. The logistics of making this happen may be a location issue, but it can easily turn into a safety issue if proper access to a location isn't provided to your crew.
- Regulatory Issues: do your due diligence when it comes to EPA (Environmental Protection Agency), DEQ (Department of Environmental Quality) and AQMD (Air Quality Management District) guidelines in the state where you're filming. If in doubt, ask your film commissioner. If you're working in a river, find out if it's regulated. If you're filming near wildlife, find out what the restrictions are. If you think you can get away without following proper regulatory guidelines, think again, because these types of situations have a way of coming back and biting you in the butt big-time.

Jim's job is to make sure that the film units under his supervision remain safe, and for those of you who don't have the luxury of having a safety executive or supervisor assigned to your show, it becomes your responsibility to make sure that no one on your cast or crew is injured. So do your homework and know what you have to do to keep everyone safe.

SEXUAL HARASSMENT

In promoting practices that provide for a safer and healthier work environment, the matter of sexual harassment must be addressed as well. It's imperative to inform your entire cast and crew that sexual harassment won't be tolerated on your production.

Under federal law, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. This can include verbal behavior such as unwanted sexual comments, suggestions, jokes or pressure for sexual favors; nonverbal behavior, such as suggestive looks or leering; and physical behavior, such as pats or squeezes or repeatedly brushing against someone's body.

Although many assume that sexual harassment involves a male boss and a female employee, this isn't always the case. Sexual harassment often involves co-workers, other employees of the company or other persons doing business with or for the company. It's against the law for females to sexually harass males or other females, as well as for males to harass other males or females.

Anyone who is being sexually harassed should, if possible, confront the harasser and ask him or her to stop. If this doesn't stop the behavior, the UPM should be informed of the situation as soon as possible. If, for whatever reason, the UPM can't be told, the producer should be informed immediately. Sexual harassment or retaliation can be reported in writing or verbally and may also be reported by someone who isn't the subject of the harassment. If the UPM or producer is unable to curb the unwanted behavior, the situation must be reported to the studio or production company, and an investigation will be conducted. Where evidence of sexual harassment or retaliation is found, disciplinary action, up to and including termination may result. If an employee is found to have engaged in sexual harassment, or if you as a manager know about the conduct and condone it, you may also be personally liable for monetary damages.

"ON LOCATION" – PERSONAL SAFETY CONSIDERATIONS AND SUGGESTIONS

This information was prepared by Al Marrewa, president of Powerflex USA, Inc. of Los Angeles, California.

Visit Locations Prior to First Day of Shooting

Familiarize yourself with your locations – streets, buildings, police and fire departments, hospitals, gas stations, restaurants and pay telephones. Know the location.

Gang-Occupied Locations

- Notify the police department and/or the sheriff's department gang detail unit of your activities in the area. Request an increase in security and visibility.
- Know which gangs can be found in the location area.
- Suggest to those in power that filming be avoided on Friday and Saturday nights.
- Remember that gang members can be as young as 12 to 13 years old.
- While on location, avoid wearing red/blue/black clothing, such as caps, bandannas, jackets (anything similar to gang attire).
- While on location, be aware of others wearing red/blue/black clothing, such as caps, bandannas, jackets or team clothing/colors.
- Be aware of two or more individuals wearing similar clothing of any kind. Many gang members will follow a particular dress code, including having similar haircuts.
- When gang members are used as extras, notify the police or sheriff's gang detail unit in advance. Request additional security support.
- Be aware of a vehicle with three or more occupants that is parked or moving slowly down a street or alley.
- If nearby gunfire breaks out at any time, immediately drop to the ground, face first. Stay down until gunfire ceases. Then, get to a safe place.

Additional Suggestions

- Whenever possible, be with other people from your group or company. There is safety in numbers.
- Whenever possible, stay in sight of other group or company members.
- Know how you appear to others at all times. Do you stand out in a particular area because of your race, sex or dress?
- Never wear expensive or showy jewelry or clothing (i.e., watch, rings, bracelets, necklace, leather jacket).
- Carry small amounts of cash at any time.
- Whenever possible, use a buddy system while on location ("I'll keep an eye on you, and you keep an eye on me").
- Consider carrying a high-powered whistle with you at all times. This can be used to notify others in an emergency.

Taking Action

- Always walk down the middle of a street, especially at night; walking on sidewalks close to buildings, alleys, bushes and hidden areas can be dangerous.
- If you notice a group of men staring at you, glancing at you one at a time or pointing toward you – run or walk away quickly. (Know where safety is.) If you must walk near them, show no fear. Show confidence in your walk and don't stop. You may choose to look directly at one of them, straight in the eye, acknowledging confidently that you see them. Remember, this should be a non-threatening gesture.
- When dealing with street/neighborhood people, be aware of everything around you (i.e., people, physical environment).

If you get into a precarious situation, ask yourself the following questions:

- Am I outnumbered?
- Is he/are they outnumbered?
- Am I concerned?
- Can I get to safety if needed?
- Are tempers increasing?
- Is he/are they under the influence of alcohol or drugs?
- Can I see both of his hands (or are they hidden?)
- Can I see a weapon?
- How much distance is between this person and myself?
- Are my actions threatening/challenging him/them?
- Do I feel physically threatened?
- What/how am I feeling right now?
- Am I prepared to fight?

Conflict Resolution

- Treat the other person with respect.
- Listen until you understand the other person's point of view.
- Express your own views, needs, feelings.
- Use body language to communicate with the other person (i.e., face him or her directly/maintain an "open" position/make eye contact).
- Avoid sarcasm.
- Negotiate.

Self-Defense

Self-defense includes the following:

- Awareness
- Assertiveness
- Communication (verbal and nonverbal)
- Instinct
- Intuition
- Planning
- Preparation
- Teamwork

My thanks to Jim Economos for his help with this chapter and to Al Marrewa, whose advice remains as relevant today as it was several years ago when he first allowed me to use it in an earlier edition.

FORMS IN THIS CHAPTER

- Acknowledgment of Safety Guidelines
- Production Safety Report
- Daily Departmental Safety Meeting Report
- Emergency Information Form (to be posted on the set at all times)

ACKNOWLEDGEMENT OF SAFETY GUIDELINES

This will acknowledge that in accordance with the Injury and Illness Prevention Program in place at XYZ PRODUCTIONS, INC., I have received, read and understand the *Production Safety Guidelines* pertaining to the production of HERBY'S SUMMER VACATION.

I am aware that failure to adhere to these procedures could endanger me and my co-workers, and I will strive to further the company's policy of maintaining a safe work environment.

F. Stopp
Employee's Signature

APRIL 11, 19XX
Date

F. STOPP
Employee's Name (print or type)

DIRECTOR OF PHOTOGRAPHY
Job Title or Position

(Please return this form to the Production Office when signed.)

PRODUCTION SAFETY REPORT

(To be completed by the 1st AD or 2nd AD on a daily basis and turned in to the Production Office)

SHOW: _____ SHOOTING DAY#: _____

DATE: _____ TODAY'S LOCATION: _____

WAS TODAY'S FILMING/WORK SITE INSPECTED? ☐ YES ☐ NO ☐ N/A

By (Name): _____ Title: _____

Note what, if anything, was found and any changes/corrections made: _____

_____

_____

WAS THE CAST AND/OR CREW NOTIFIED OF ANY POTENTIAL SAFETY CONCERNS? ☐ YES ☐ NO ☐ N/A

By (Name): _____ Title: _____

Notified of: _____

WERE INDIVIDUAL CAST AND/OR CREW SAFETY MEETINGS HELD? ☐ YES ☐ NO ☐ N/A
(Briefly note what was discussed for each area)

Special Effects: _____

Stunts: _____

2nd Unit: _____

Rigging Crew: _____

Cast: _____

Extras: _____

Other: _____

WAS ANY SAFETY TRAINING FOR CAST AND/OR CREW HELD? ☐ YES ☐ NO ☐ N/A

What type: _____

Received by (Name): _____ Title: _____

WAS ANY SPECIAL SAFETY EQUIPMENT USED? ☐ YES ☐ NO ☐ N/A

What type: _____

Received by (Name): _____ Title: _____

WERE SAFETY BULLETINS DISTRIBUTED? ☐ YES ☐ NO ☐ N/A

Which ones: _____

To whom: _____

WERE THERE ANY ACCIDENTS/INCIDENTS? ☐ YES ☐ NO ☐ N/A
Attach investigation report(s)

ADDITIONAL COMMENTS: _____

_____

_____

_____ _____

SIGNED POSITION

DAILY DEPARTMENTAL SAFETY MEETING REPORT

SHOW: _____

DATE: _____ SHOOTING DAY#: _____

TODAY'S LOCATION: _____

DEPARTMENT: _____

WAS A DEPARTMENTAL SAFETY MEETING HELD BEFORE SHOOTING? ☐ YES ☐ NO

WAS THE DAY'S WORK AND REQUIREMENTS TO COMPLETE IT BY YOUR SPECIFIC DEPARTMENT DISCUSSED? ☐ YES ☐ NO

WERE ANY SAFETY HAZARDS OR CONCERNS ABOUT SAFETY RELATED TO THE DAY'S SHOOT DISCUSSED? ☐ YES ☐ NO

SPECIFICALLY, WHAT SAFETY CONCERNS WERE DISCUSSED?

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

WERE SAFETY GUIDELINES AND PROCEDURES RELATED TO THESE CONCERNS DISCUSSED? ☐ YES ☐ NO

WERE SAFETY BULLETINS ATTACHED TO THE CALL SHEET TODAY? ☐ YES ☐ NO

HAS YOUR ENTIRE CREW REVIEWED THE SAFETY SHEETS? ☐ YES ☐ NO

WERE ANY ADDITIONAL CONCERNS REGARDING THE DAY'S WORK ADDRESSED BY THE CREW? ☐ YES ☐ NO

IF SO, PLEASE EXPLAIN THE CONCERNS AND HOW THEY WERE ADDRESSED:

_____
_____
_____
_____
_____
_____
_____

_____ _____

SIGNED POSITION

EMERGENCY INFORMATION

(To be posted on the set at all times)

SHOW:_____ DATE:_____

PRODUCTION CO:_____

PROD. OFFICE PHONE NO:_____ FAX#:_____

TODAY'S LOCATION:_____

ADDRESS:_____

_____

LOCATION PHONE NOS:_____

PROPERTY OWNER(S)/MANAGER:_____

OWNER/MANAGER'S PHONE NO:_____

ESSENTIAL PHONE NUMBERS

EMERGENCY CALLS ONLY: **911**

POLICE:_____ FIRE:_____

NEAREST EMERGENCY MEDICAL FACILITY:_____

_____

_____

EMERGENCY ROOM PHONE NO:_____

Emergency Telephone Procedures:

Indicate if you have a medical or fire emergency that requires an immediate response, then give the following information:

- Type of emergency (fire, medical, police or other) and related details (persons involved, nature of injuries, etc.)
- Location of emergency (including building, floor and room numbers)
- Your name and the telephone number you are calling from

Note: Do not hang up first as the operator may require additional information from you.

UPM:_____

PHONE:_____ CELL:_____

SET MEDIC:_____

PHONE:_____ CELL:_____

LOCATION MANAGER:_____

PHONE:_____ CELL:_____

ON-SET SAFETY COORDINATOR:_____

PHONE:_____ CELL:_____

CONSTRUCTION SAFETY COORDINATOR:_____

PHONE:_____ CELL:_____

PRODUCTION SAFETY CONSULTANT:_____

PHONE:_____ CELL:_____

Chapter 18

Locations

INTRODUCTION

Finding just the right locations for your show starts with a good location manager who knows how to balance the artistic vision of the director, the financial constraints of the production and the logistical requirements presented by each location site.

Usually one of the very first to be brought onto a show, the location manager will read the script and then discuss location concepts with the director, producer, production designer and sometimes the studio production executive – individuals who may have competing interests and differences of opinions. These early discussions will give the location manager a sense of who holds the power on a particular show (on a feature, it's often the director, but not always; and on a television show, it's most likely the executive producer or producer). So now the challenge is honoring that power while keeping *everyone* happy – not always an easy feat.

Once there's interest in a specific location, it has to be decided whether the cost, time and labor involved in making it work qualify it as a feasible choice. Then there are other issues to consider. How much will it cost to shoot on these premises? Will there be payments to neighboring residents and businesses? Will approvals be required from city, county or state regulatory agencies before a permit will be granted? How much will the permit cost? How much lead time do you need to get a permit? Will you require police and fire safety officers, and if so, how many of each? Can you use an off-duty fire safety officer or must it be one on active duty? Does this location have restricted hours in which you can shoot? If you're shooting past a certain time at night, before a certain time in the morning or plan to make a great deal of noise, will you need permission from surrounding neighbors? Will you need neighborhood consent and/or special permits for the use of firearms or special effects at this location? Will you need to close a street? Will you need additional motorcycle police officers for intermittent traffic control? If so, how many? Will you need to post for parking? Will you have sufficient parking for your cast and crew at the location or will you have to find a nearby parking lot and shuttle everyone to the location site? Will you need to provide evidence of special or additional insurance coverage for use of this location?

The answers will not only depend on the particulars associated with the individual locations but will also vary from city, to county, to state, to country – each having its own set of fees and regulations. The sphere of Los Angeles County film permits alone encompasses approximately 35 individual cities within the Los Angeles area, plus Los Angeles City and Los Angeles County, each with its own filming guidelines. Each state has its own film office, and there are approximately 56 metropolitan U.S. cities and 49 international cities (outside of the United States) that have their own film offices. These offices are set up to enforce their specific film regulations, offer information, promote filmmaking in their city and assist the filmmakers who choose to shoot in their area.

All shows require the services of a location manager, but independent location scouting services are available to help you find locations as well – most with catalogs of locations you can start with. Commercial production companies with extremely short shooting schedules will often utilize the services of such companies. There are also companies and/or individuals who represent specific properties and others who specialize in specific types of locations (only warehouses and office buildings, only mansions, only schools and hospitals, etc.).

Film permit services also exist. They'll apply for and obtain permits for you; and for additional fees (and as the city or jurisdiction you're shooting in requires), they'll secure police and fire officers, post for parking and/or collect neighborhood signatures if necessary (although it's usually the assistant location managers whose job it is to go door-to-door collecting signatures).

The number of locations you need to find, the cost of each and consideration of your budget will determine the combination of location staff *and*/or services you'll have on your show.

THE LOCATION MANAGER

A good location manager will not only be able to help determine where each location should be, but also to ascertain the specific fees, regulations and restrictions that come with each site. Most shows will employ at least one department head location manager and one key assistant location manager,

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while larger shows having many locations to find and monitor may find it necessary to staff their location department with an extra key assistant and two or three additional assistants or location scouts brought on as needed. If the show is shooting in various cities, it may employ more than one location manager, each with their own assistants.

In Los Angeles and 11 western states, location managers and assistant location managers are members of the Teamsters union. In New York, they're members of the Directors Guild. Therefore, depending on where you're based, you can't hire a nonunion location manager if your show is signatory to one of these union agreements. Although their duties may differ somewhat based on the needs and locales of a specific production, the location manager's basic responsibilities remain the same. The following should give you an overall awareness of (and hopefully an appreciation for) their contribution to your film.

To put it in a nutshell, the location manager's job is to find, rent, run and restore locations. They're the advance men and women who to the public represent the film, the production company, the studio – the entire industry. To the location property owners, they not only represent all of these, but are also the ones who hold their hands while their homes and properties are being invaded, rearranged and transformed. Once a location is set up, they're the ones responsible for keeping the outside world from intruding. The best of the best have great people skills, can think outside of the proverbial box, have the ability to stay one step ahead of the rest of the company, can talk their way into or out of a multitude of situations, can think on their feet and have the chutzpah to convince others to temporarily give up their homes, put up with a great deal of noise, allow explosions on or near their property, allow big trucks to block the entrances to their stores, close roads, burn down buildings and turn their quiet worlds upside down for the sake of a check and a movie. More specifically, a location manager would:

- Breakdown the script and identify all interior and exterior locations and the time of day they're scripted to be shot. After it's been decided which locations will be practical and which will be constructed, the next step is to discuss visual concepts of each (practical) location with the producer, director, production designer and/or art director and to share ideas and suggestions.
- After receiving a tentative schedule from the production manager or assistant director, submit a departmental budget for approval (if one hasn't already been locked in). Budgetary considerations include:
  - Location staff
  - Scouting costs
  - Environmental or other required reports
  - Permit fees
  - Location site fees, including all prep, shoot, hold and strike days
  - Courtesy payments to neighboring residents and merchants
  - Resident and pet relocation fees
  - Costs to move out furniture and valuables and move them all back
  - Parking fees
  - Map services and sign making costs
  - Portable restrooms
  - Tents, chairs, tables (in addition to what the caterer provides)
  - Heating and air conditioning
  - Water supply for Effects or fire suppression
  - Security
  - Traffic engineering (which involves street closures and having to reroute traffic)
  - Police officers (as required) – some may be off-duty, others on-duty; they control traffic for security purposes and sometimes guard state or city property
  - Fire officers (as required)
  - National Park Rangers (if required)
  - Hard phone lines (if required)
  - Fees to location site reps (this could be a building engineer, in-house security officer or management)
  - Restoration costs
- Call film offices/commissioners and start gathering information. If government facilities, railroad facilities, hotels, private businesses, theme/ball parks, schools, etc. are called for, then the appropriate appointments would be set up. (These things can sometimes take months to line up and gather proper approvals for, so the process should be started as soon as possible.)
- Make arrangements for aerial scouts, if necessary.
- Assemble the following items prior to scouting: proper clothing (plan on "layered" clothing to accommodate weather changes, an extra pair of shoes and/or boots, rain gear, etc.), sunscreen, sunglasses, a hat, mobile phone/BlackBerry, flashlight, business cards, a GPS system (if one isn't already in the car), bottled water/snacks, maps/a map book, phone numbers of vital contacts, a notebook and pen, and most importantly, a good digital still camera and/or digital video camera.
- Start scouting.
- Present a business to the owner of potential properties or to individuals who can legally act on behalf of the owners.
- Get permission to be on properties of interest and take stills or videotape potential sites. And although it's definitely not the preferred way to approach a potential location, there are some location managers who will, if no one is around and they're not sure who owns the property, discretely take photos anyway. A business card is then be left behind, requesting that the owner to call at their earliest convenience.
- Initiate a discussion with the owner regarding the use of the property and how long it would be needed. Some will jump at the opportunity, yet others may be reluctant, seeing only the disruption a film crew would create in their home (or business). But a skillful

location manager (despite an owner's hesitancy) will often find a way to make it work. It doesn't hurt that in the U.S., an IRS provision allows income to a primary residence to be tax-free for up to 14 days a year. (Unfortunately, this doesn't apply to businesses.)

- Discuss mutually acceptable location fees and shooting parameters with property owners and/or managers. Confirm times of access; that the site can accommodate an entire shooting company; that the perimeter of the property will accommodate production vehicles (and if not, if there is an alternative parking lot nearby); that external sound factors in the area are within acceptable limits; if the interior of the property is needed, whether the ceilings are high enough (10–12 ft. or vaulted is good) and whether access onto the property is sufficient. Also check out areas that might serve as potential cover sets at the same or nearby locations. If the location is a road or highway, ascertain the relevant city/county guidelines.
- Determine how far out the *area of disruption* would be. Some jurisdictions allow 300 feet around the entire perimeter, which would entail the actual location site as well as all production vehicles, the catering tent, etc. So sometimes, the smaller the production's footprint, the better. And when there are restrictions like this that can't be met, use of a remote base camp would be called for, as base camps aren't subject to the same restrictions.
- Ascertain all permissions that must be secured before a permit can be issued. Depending on the location of the potential site, permissions are often required of various city, county and state entities/agencies such as: Police, Fire, Building and Safety, Air Quality Management, Water Quality, Fish and Wildlife Management (if you're shooting in or along a river), Department of Public Works, Department of Transportation, Beaches and Harbors, Flood Control Districts, the Army Corps of Engineers, etc. You might need to commission an ecological survey or a biologist's report attesting to the fact that the production will do no harm to the surrounding land, environment or wildlife. Your film commission, permit service and/or permit office will be able to tell you what permissions are required.
- Determine what would be required to create access to a location site of interest if access weren't sufficient. This could entail such things as having a road and/or bridge built or arranging for helicopter drops. What it always boils down to is a question of how badly the location is wanted and how much the producers are willing to spend to make it happen. My location manager friend, Mike Neale arranged a film shoot in the desert for the film *The Scorpion King*. Between cast and crew, the shooting company was comprised of 300 people, and almost all moved around in dune buggies. Their biggest challenge was making sure that the camera wouldn't capture any tire tracks, of which there were many. So Mike hired a group of laborers who laid on the back of a lowboy flatbed trailer with brooms and rakes, manually smoothing out the sand. A helicopter would then fly overhead to create a wind effect, leaving the sand looking untouched by civilization. All of this illustrates the magic of moviemaking in creating an alternative universe *and* the lengths we go to use a particular location.
- If a location seems to fit all prerequisites, determine whether there are other properties in the immediate vicinity that would potentially require approvals and/or payments (neighbors, if shooting will be particularly late or early; stores whose entrances might become blocked during business hours; nearby residences, businesses, signs and anything displaying a logo that could be prominent during exterior shooting and require legal clearance; neighboring properties that might be used for additional parking, etc.). Courtesy payments to nearby residents and businesses can run as much as or more than the actual location site rental fee.
- Present photos of possibilities to the producer, director and production designer. Of those they're interested in, make sure all elements involved (site fees, courtesy payments, permit fees, fire, safety and security needs, insurance requirements, all approvals, etc.) will fit within the show's budget and schedule.
- Arrange preliminary location scouts to the sites that meet the previously mentioned criteria. Early scouts are generally limited to the location manager taking the production designer to the sites he or she has shown interest in. The next scout (or two) would include the director, and subsequent scouts would include the producer(s), director of photography, 1st assistant director, art director, set decorator, production manager and transportation coordinator.
- Schedule at least one tech scout (after the locations are finalized and right before the beginning of principal photography) that would include the gaffer, key grip (sometimes their best boys as well), stunt and effects coordinators – and on commercials, an agency rep or two.
- Prior to the tech scout, the location department will prepare daily itineraries for all those going on the scout (as well as copies for the production office). Sometimes, with the help of the art department, entire packets will be prepared containing information pertaining to each location, including maps, photos, site and floor plans.
- Coordinate with the production office to make sure that the vans (or bus) being used for the scout are equipped with coolers full of cold drinks and snacks.
- Once locations are selected, finalize negotiations for location fees with property owners (or legal representatives of the owners), have owners sign a location agreement, collect other approvals (if necessary) from neighboring property owners, request payments for location fees and permits and present property owners (or reps) with certificates of insurance.

Tales from The Trenches

In 2001, my friend, Location Manager Ned Shapiro was working on a Coen brothers picture called *The Man Who Wasn't There*. They selected a house in Pasadena where they wanted to shoot for two nights – all night long. But due to Pasadena's 100 percent signature requirement ordinance for filming overnight in residential neighborhoods, they had to get permission from 126 households in the surrounding area before they would be granted a permit. It took three weeks to canvass the neighborhood, and all the residents signed off on the request – except one man who wouldn't sign unless he was given $3,000. And this guy lived directly across the street and one house over from the hoped-for location, so his approval was crucial. Refusing to cave in to the demands of this one greedy guy, Ned took advantage of his years of filming in Pasadena and the trust he'd accrued with the Pasadena Film Permit Office when they allowed him to apply for a one-time only suspension of the 100 percent signature requirement. He was then allowed to present his case before the City Council. Ultimately, the Council took a vote, and the ordinance was changed – for this one time only. Ned got his permit, the production got to use the house they wanted, and the greedy guy got zip.

- Make arrangements for: permits, police, fire safety officers, security, a cleaning service, layout board, tents, parking cones, heating/air conditioning/fans, phone lines (if required), additional power, portable restrooms, ground leveling or road building if and as needed. If there's not a specific permit office in your city, start with City Hall. If they don't offer film permits, you may have to apply for a business license. Apply in a timely manner, as permits in many cities have to be applied for at least 48 hours (or more) in advance.
- Work closely with the property owners. If shooting inside their home, make sure they're well-aware of all risks (a deposit against damages is sometimes requested). Let them know that floors will be covered with layout board, unused furniture will be covered with furniture pads or drop cloths and suggest they store their valuables or anything that could easily be broken. Sometimes, all (or certain rooms full of) furnishings and valuables are temporarily moved out of the house. If their belongings are going to moved out or moved around and rooms significantly altered, suggest that set dressers take photos of the rooms before anything is done, so everything can be returned to its original state once filming has been completed. Production companies will often pay for owners to stay in a hotel (and their pets in kennels) while their house is being prepped, shot-in and struck.
- Secure parking. If there isn't enough parking at your location site, you'll have to negotiate for the use of space at a near-by lot (church parking lots are always a good bet during the week and may only require a small donation), and Transportation will need to arrange for vans to shuttle cast/crew members back and forth.
- Whether parking is available at or near your location or a remote parking lot is necessary – create a basecamp that will accommodate some (or all) of the following (depending on the scope of your show):
  - Trucks and trailers for Camera, Grip/Electric, Sound/Video, Props, Set Dressing, Props, Special Effects, Hair/Makeup and Wardrobe
  - A gas truck, water truck and stand-by ambulance
  - Cast dressing room trailers, buses and/or motor homes
  - Special star trailers (in addition to their own), which might be outfitted to accommodate a gym and trainer, a personal chef, an assistant or two, a nanny and children
  - Some actors come with their own compounds; other perk packages might include a basketball court
  - Producer(s) and director's trailers
  - A holding area (if not the catering tent) and dressing rooms for extras
  - A school room (often half of a *double-banger* dressing room trailer)
  - Screening room trailer
  - Catering truck and tent
  - Video village
  - Honeywagon(s)
  - Buses
  - Shuttle vans
  - VIP cars
- Arrange to have the area posted ahead of time, so the space will be available when production vehicles arrive. This is called "Post for Parking," and it's arranged through the permit process.
- In addition to parking, procure an area for catering to set up tables, chairs and tents from which to serve meals. Also secure an area for background players.
- Providing a remote communications system is sometimes the domain of Location, sometimes Production, sometimes Transportation and sometimes an individual hired solely to handle all things within the realm of telecommunications. Depending on where you're shooting, how long you'll be there and what your budget can accommodate, setting up a wireless communication system so computers can be utilized while on location can be as easy as installing a series of wireless hubs. For more remote locations, possibly a satellite system. And then there are those few actors and directors who insist on having hard phone and Internet lines (run into their trailers) when on location. A word of warning, though:even if doing this is possible, find out how much it's going to cost and how long it's going to take before you start the process. When it comes to communication systems of all kinds, the technology is continuing to advance by leaps and bounds, so talk to your telecommunications expert to explore all your latest options – no matter which department is responsible for setting it up.

- If not done by Production or Transportation, line up a water truck if any scheduled production activities could result in fire (specific trucks used for this purpose holding 2,000–4,000 gallons of water). Arrangements need to be made with the local water department and a fee paid for hooking into fire hydrants if necessary.
- Also if not done by Production, reserve a standby ambulance for heavy stunt days.
- Make detailed maps of how to get from the production office to each location site. Copies of maps should be available in the production office, given to prep crews and attached to the backs of call sheets whenever appropriate.
- Determine closest major hospital with emergency facilities that would be open during filming operations (trauma centers are the best if there's one in the area). This emergency medical information should be indicated on site maps and all respective call sheets. If scheduled shooting activities include dangerous stunts and/or effects, the hospital should be contacted in advance and made aware of potential concerns. Many location managers routinely contact hospitals (regardless of stunts and effects) to inform them of upcoming filming activities in the area.
- Scout local hotels/motels in the vicinity of location sites (if necessary). There are times when even local locations might be considered far for certain cast and crew members – especially for those given exceptionally early calls or after night shoots when after wrap, many would prefer a hotel room to a long drive home in heavy traffic. Most hotels and motels will give film companies group rates (whether rooms are being paid for by the company or individuals) and will hold a block of rooms for you. Information about the hotels/motels should be released a week in advance of shooting at a location (usually by way of a memo attached to a call sheet). The memo should include a map, address, phone number, contact person and cost per night for each. This information is often offered as a courtesy even when the production is not paying for the rooms, and the production office will often make reservations for those wanting rooms.
- Have signs made with the name (or initials) of your show (and directional arrows) to be strategically posted leading up to each location. Some municipalities will charge extra for the privilege and will have their people remove the signs once filming in the area has been completed.
- Secure off-lot stage space when required. This could be a warehouse or other large work area.
- Distribute notification letters to residents and businesses in the area where the company will be filming – detailing shooting dates and times, any street closures and a name and number to contact if there's a question or problem. (See sample at the end of the chapter.)
- Prepare a schedule that would place him/herself or an assistant location manager at each location site (with all permits in hand) during all filming activities, making sure that prepping and wrapping activities are also well-monitored.

FILMMAKER'S CODE OF CONDUCT

If location work is set up properly, with all members of the shooting company knowing up front what's expected of them, residents who reside in the area where you're filming are not unreasonably infringed upon. When filming in a commercial or industrial area, there should be little or no disruption to normal business activities, customer access and parking and the rights of the businesses to operate without interference should be protected.

Film units that have little regard for the location where they're shooting or the surrounding neighborhood not only make it difficult for the next production company wanting to shoot at that location, but their behavior negatively affects the entire industry. Individual property owners and entire communities who have had poor experiences with film companies have ceased to allow any further filming activities on their premises or in their neighborhoods.

In an effort to improve the standards of the film industry and to endorse better community relations and location preservation, leaders within the industry came together to formulate the *Filmmaker's Code of Professional Responsibility* for location filming. These guidelines are being promoted by all the major studios and many unions, guilds and industry-related organizations. They've become an (unofficial) industry standard. The program needs to be encouraged and implemented throughout the film community, worldwide and extending to the smallest of film units.

Copy and distribute copies of the following to your entire cast and crew, and attach additional copies to daily call sheets when necessary.

Filmmaker's Code of Conduct

- When filming in a neighborhood or business district, proper notification is to be provided to each merchant or neighbor who's directly affected by the company (this includes parking, base camps and meal areas). Attached to the filming notification distributed to the neighborhood, the following should be included:
  - Name of company
  - Name of production
  - Kind of production (e.g., feature film, movie for television, TV pilot, etc.)
  - Type of activity and duration (i.e., times, dates and number of days, including prep and strike)
  - Company contacts (first assistant director, unit production manager, location manager)

- Every member of the crew shall wear a production identification pass/badge when issued.
- No alcohol should be consumed on location.
- Production vehicles arriving on location in or near a residential neighborhood shall not enter the area before the time stipulated in the permit, and shall park one by one, turning off engines as soon as possible. Cast and crew shall observe designated parking areas.
- Production vehicles may not block or park in driveways without the express permission of the driveway owner or local municipal authority.
- The removal, moving or towing of residents' vehicles is prohibited without the express permission of the owner or local municipal authority.
- All members of the cast and crew must make every effort to keep noise levels to a minimum. Placement of the generator, honeywagon and catering truck should take neighbors into consideration. Motors should never be left running unless a vehicle or generator is actually in use. Yelling and bullhorns should be minimized, especially at night. Simulated gunfire should be used sparingly and judiciously; full load blanks should be avoided.
- Do not trespass onto other neighbors' or merchants' property. Remain within the boundaries of the property that has been permitted for filming.
- The removal, trimming and/or cutting of vegetation or trees is prohibited unless approved by the permit authority or property owner.
- Crew members must wear shirts and shoes at all times, unless otherwise directed. Articles of clothing that do not display common sense or good taste must not be worn to work.
- Cast and crew will refrain from the use of lewd or improper language within earshot of the general public.
- Observe designated smoking areas and always extinguish cigarettes in butt cans.
- The cast and crew shall not bring guests or pets to the location, unless expressly authorized in advance by the company.
- Cast and crew meals shall be confined to the area designated in the location agreement or permit. Individuals shall eat within their designated meal area, during scheduled crew meals.
- Remember to use the proper receptacles for the disposal of all napkins, plates and coffee cups that you may use in the course of the working day.
- All catering, crafts service, construction, strike and personal trash must be removed from the location.
- Crew members shall not display signs, posters or pictures on vehicles that do not reflect common sense or good taste (i.e., pinup posters).
- All signs erected or removed for filming purposes will be removed or replaced upon completion of the use of that location unless otherwise stipulated by the location agreement or permit. Also remember to remove all signs posted to direct the company to the location.
- The company will comply with the provisions of the parking permit.

In addition to the code of conduct guidelines as listed here, remind your crew to operate with great care when shooting inside of someone's home or office. Be especially aware of potential dents, scratches and stains that could easily occur while setting up and moving equipment. Protect walls, doors, floors, and carpeting to the best of your ability and cover furniture not being used.

Tales from The Trenches

Years ago, I was working on a picture called *Hot Dog, The Movie* in Squaw Valley, California. It took all the charm the location manager could muster to convince a reluctant owner to let us shoot in her palatial private home for three nights straight. When she finally agreed, he promised that we'd take extra safety precautions. We even bought brand new, white socks for everyone on the crew to wear, so they could take off their shoes outside of the door once they got there. We covered everything not being used with special tarps and laid floor-board out wherever possible. Unfortunately, there was a short in the equipment one night and sparks started flying. Our sparks burned holes in imported rugs and custom-made cabinets; and all in all, we created about $40,000 worth of damage to our horrified home owner's pride and joy, and we gave our insurance adjustor a headache that lasted a month. So although you can't avoid all catastrophes, you can avoid most by taking great care to protect the belongings of your location owners.

Once filming has been completed and a location wrapped, the location manager or assistant location manager schedule a post shoot walk-through with the property owner(s). At this time, if all location fees have been paid and the property has been cleaned, repaired and returned to a condition at least as good as before the company arrived, the owner is asked to sign a Location Release. This form formally releases the production from any further obligations to the owner, whether it be for location fees or restoration to the property.

SAMPLE NOTIFICATION LETTER

Here's a sample notification letter donated by my pal Ned Shapiro, who wrote it for one of the pictures he was on. I've removed some of the details, but you'll get the gist of it. And as you'll see, it makes much more sense to customize notification letters, making them specific to the needs of both the production and the neighboring residents and business owners. They're much more personal and effective than form letters.

I'd like to thank my two favorite location managers, Ned Shapiro and Michael Neale, for their help with this chapter.

SAMPLE NOTIFICATION LETTER
(on production letterhead)

Dear Neighbor,

_____ Productions is planning to film scenes for the feature film, *(name of film)* _____ at *(location)* _____.
The scheduled dates for filming will be _____. We will be filming night scenes, so we will be working late both nights. Right now, the approximate filming hours will be 3:00PM until 3:00AM on Thursday and 3:00PM until 4:00AM on Friday into Saturday morning. We apologize for the late hours, but these are night scenes, and we have scheduled them for late in the week, especially Friday, so the fewest of you will be affected by having to get up for work or for school the next morning. We will make every effort to be as quiet as possible.

We will be parking our production trucks on *(street)* to keep them out of our shots. In order to keep disturbances to a minimum, we would like to leave our trucks on the street on Friday. We will be removing them very early Saturday morning.

On Thursday, we will be coming from another location, arriving around 2:00 or 3:00 in the afternoon. We will shooting a car stunt in which the car will travel southbound on _____ Street and make a left onto _____ and drive up on the front lawn of _____. That is all that is scheduled for Thursday. Friday will have interior and exterior filming, with the bulk of it being interiors.

On both nights, we will be using movie lights to light up the exterior scenes. As a rule, these lights are not invasive. We use them for a moonlight effect. Occasionally, one will "hit" a bedroom window. Curtains or shades are usually enough to correct any problem. If they don't, then we can provide a darker, denser cloth to block the light entirely.

We will be asking some of you to leave some lights on in your homes so the neighborhood will look "alive." We may even ask if we can put a small movie light in your home. In both cases, you will be compensated.

These scenes we will be shooting will be depicting *(name of city)* in (year). When we are filming our exterior shots, we will put our own "period" cars on the street with *(name of state)* license plates on them. We also may ask some of you if we can place one of these cars in your driveway for use in the movie. We may also ask you to move your personal car either to the rear of the driveway, or some other place out of camera range. Again, we will compensate you for this inconvenience.

We realize we are guests in your neighborhood and will do everything we can to make this a great experience for all of you and for all of us.

If you have any questions or concerns, please feel free to call me.

Sincerely,

(location manager's name)
Location Manager
(name of film)
(location manager's cell number)

FORMS IN THIS CHAPTER

- Location Agreement – standard form securing permission to enter and film on a property.
- Non-Filmed Location Agreement – this form secures permission for use of a property for the purpose of parking, holding, serving meals, staging or other non-filming activity.
- Location Release (explained earlier)
- Location Information Sheet
- Location List
- Request to Film During Extended Hours

LOCATION AGREEMENT

Picture:_____ Scripted Location:_____
Production Co:_____ _____
Address:_____ Set#(s):_____
_____
Phone#:_____ Date:_____

Dear Ladies and Gentlemen:

1. I, the undersigned owner or agent, whichever is applicable, hereby irrevocably grants to [NAME OF PRODUCTION ENTITY] ("Producer"), and its agents, employees, contractors and suppliers, the right to enter and remain upon and use the property, both real and personal, located at: [ADDRESS AND/OR DESCRIPTION OF PROPERTY LOCATION] (the "Property"), including without limitation, all interior and exterior areas, buildings and other structures of the Property and owner's name, logo, trademark, service mark and/or slogan, and any other identifying features associated therewith or which appear in, on or about the Property, for the purpose of photographing (including without limitation by means of motion picture, still or videotape photography) said premises, sets and structures and/or recording sound in connection with the production, exhibition, advertising and exploitation of the [TYPE OF PRODUCTION, SUCH AS THEATRICAL FEATURE, TV SHOW, ETC.] tentatively entitled [TITLE OF PROJECT] (the "Picture").

2. Producer may take possession of said premises commencing on or about [ENTER DATE] subject to change because of weather conditions or changes in production schedule, and continuing until the completion of all scenes and work required.

3. Charges: As complete and full payment for all of the rights granted to Producer hereunder, Producer shall pay to Owner the total amount of $[ENTER AMOUNT], broken-down as follows:

	No. of Days				
Prep	_____	X	$_____	= $	_____
Shoot	_____	X	$_____	= $	_____
Strike	_____	X	$_____	= $	_____
Hold	_____	X	$_____	= $	_____
Other	_____			$	_____
	_____			$	_____

All charges are payable on completion of all work completed, unless specifically agreed to the contrary. Producer is not obligated to actually use the property or produce a [TYPE OF PRODUCTION] or include material photographed or recorded hereunder in the Picture. Producer may at any time elect not to use the Property by giving Owner or agent 24 hours written notice of such election, in which case neither party shall have any obligation hereunder.

4. Producer may place all necessary facilities and equipment, including temporary sets, on the Property, and agrees to remove same after completion of work and leave the Property in as good condition as when received, reasonable wear and tear from uses permitted herein excepted. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, must be replaced. In connection with the Picture, Producer may refer to the Property or any part thereof by any fictitious name and may attribute any fictitious events as occurring on the Property. Owner irrevocably grants to Producer and Producer's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and recreate all or a portion of the Property and to use such duplicates and recreations in any media and/or manner now known or hereafter devised in connection with the Picture, including without limitation sequels and remakes, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing.

5. Producer agrees to use reasonable care to prevent damage to the Property and will indemnify and hold Owner harmless from and against any claims or demands arising out of or based upon personal injuries, death or property damage (ordinary wear and tear excepted), suffered by such person(s) resulting directly from any act of negligence on Producer's part in connection with the work hereunder.

(Continued)

6. All rights of every nature whatsoever in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder, shall be owned by Producer and its successors, assigns and licensees, and neither Owner nor any tenant, or other party now or hereafter having an interest in said property, shall have any right of action against Producer or any other party arising out of any use of said still pictures, motion pictures, videotapes, photographs and or sound recordings, whether or not such use is or may claimed to be, defamatory, untrue or censurable in nature. In addition, neither Owner nor any tenant, nor any other party now or hereafter having an interest in the Property, shall have any right of action, including, but not limited to, those based upon invasion of privacy, publicity, defamation, or other civil rights, in connection with the exercise of the permission and/or rights granted by Owner to Producer. If there is a breach by Producer hereunder, Owner shall be limited to an action at law for monetary damages. In no event shall Owner have the right to enjoin the development, production, distribution or exploitation of the Picture.

7. Force Majeure: If because of illness of actors, director or other essential artists and crew, weather conditions, defective film or equipment or any other occurrence beyond Producer's control, Producer is unable to start work on the date designated above and/or work in progress is interrupted during use of the Property by Producer, then Producer shall have the right to use the Property at a later date to be mutually agreed upon and/or to extend the period set forth in Paragraph 2, and any such use shall be included in the compensation paid pursuant to Paragraph 3 above.

8. At any time within six (6) months from the date Producer completes its use of the Property hereunder, Producer may, upon not less than five (5) days prior written notice to Owner, reenter and use the Property for such period as may be reasonable necessary to photograph retakes, added scenes, etc. desired by Producer upon the same terms and conditions as contained in this agreement.

9. Owner warrants neither he or anyone acting for him, gave or agreed to give anything of value, except for use of the Property, to Producer or anyone associated with the production for using said Property as a shooting location.

10. Owner represents and warrants that he/she is the owner and/or authorized representative of the Property, and that Owner has the authority to grant Producer the permission and rights granted in this agreement, and that no one else's permission is required. If any question arises regarding Owner's authority to grant the permission and rights granted in this agreement, Owner agrees to indemnify Producer and assume responsibility for any loss and liability incurred as a result of its breach of the representation of authority contained in this paragraph, including reasonable attorneys' fees.

11. If there is a dispute between the parties, Owner's remedies will be limited to an action at law for money damages, and in no event will Owner have the right to seek injunctive or equitable relief or to otherwise enjoin the production distribution, marketing or exploitation of the Picture.

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.

AGREED & ACCEPTED TO:

_____
Property Owner or Designated Signatory

AGREED & ACCEPTED *for Producer*:

_____
Signature

_____
Print Name

_____
Title

_____

_____
Address

_____
Phone No.

_____
Social Security # or Federal ID #

NON-FILMED LOCATION AGREEMENT

Property Owner:_____ Location:_____

Property Address:_____ Set#:_____

_____

Production Co:_____ ("Producer")

Address:_____

_____

Re:_____ (the "Picture")

To the Producer:

I, the undersigned owner or agent, whichever is applicable, hereby irrevocably grants to Producer, its employees, agents, contractors and suppliers, and such other parties as it may authorize or designate, to enter and use, for the purpose of: [INDICATE WHETHER PARKING, HOLDING, SERVING MEALS, STAGING, ETC.] the Property located at the address set forth above hereinafter referred to as the "Property" which Property consists of: [ADDRESS AND/OR DESCRIPTION OF PROPERTY LOCATION] (description), which permission includes access to and from the Property and the rights to bring and utilize thereon personnel, personal property, material and equipment. Producer shall leave the Property in substantially as good condition as when received by Producer, excepting reasonable wear and tear and use of the Property for the purposes herein permitted.

Access to the Property is granted for [AMOUNT OF DAYS/WEEKS], commencing approximately [START DATE] (the "Term").

As consideration for the rights herein granted, and provided Producer actually does so enter and remain upon said Premises, Producer agrees to pay Licensor the total sum of $[AMOUNT TO BE PAID] as payment in full therefore.

In the event that any loss and liability is incurred as a direct result of any property damage to the Property occurring on the Property caused by Producer in connection with the aforementioned use of the Property, Producer agrees to pay for all reasonable costs of actual and verifiable damage. In this connection, the undersigned agrees to participate in a walk-through of the Property with Producer's representative (Location Manager) to inspect the property so damaged.

Producer further agrees to hold the undersigned harmless from any and all third-party suits, claims, or loss or liabilities caused by Producer in connection with the aforementioned use of the Property.

If there is a dispute between the parties, Owner's remedies will be limited to an action at law for money damages and in no event will Owner have the right to seek injunctive or equitable relief or to otherwise enjoin the production distribution, marketing or exploitation of the Picture.

This Agreement may not be altered except by a written instrument signed by both parties. This Agreement shall be binding upon and inure to the benefit of the undersigned and Producer and their respective successors and assigns.

The undersigned warrants that the undersigned has the full right to enter into this Agreement and that the consent of no other party is necessary to effectuate the full and complete permission granted herein.

AGREED & ACCEPTED:

By:_____ AGREED & ACCEPTED *for Producer*:

(Property Owner or Designated Signatory)

Phone#:_____Fax#_____ By:_____

Soc. Sec.# or Federal ID#:_____

LOCATION RELEASE

Property Owner:_____ Location:_____

Property Address:_____ Set#:_____

_____

Production Co:_____ ("Producer")

Address:_____

_____

Re:_____ (the "Picture")

To the Producer:

I, the undersigned owner or agent (collectively, "Owner") hereby acknowledges that the Property as referred to in the LOCATION AGREEMENT between Producer and Owner dated [DATE INDICATED ON LOCATION AGREEMENT], (the "Agreement") has been returned to Owner in substantially the same condition as it was in prior to Producer's use thereof:

Owner hereby acknowledges that:

(a) all payments required under the Agreement have been paid;

(b) no additional restoration work is required in connection with the Property;

(c) Owner and any individual who entered the Property at the invitation or on behalf of Owner, suffered no personal loss or damage in connection with the use of the Property by Producer; and

(d) Producer has no other rsponsibilities in connection with the Property other than to continue to hold Owner harmless from any and all third-party suits, claims, or loss or liabilities directly resulting from Producer's use of the Property.

Owner hereby releases and forever discharges Producer, its parent, subsidiary, affiliated and associated companies and its and their officers, employees and agents, and their successors and assigns of and from any and all claims, debts, demands, liabilities, obligations, costs, expenses, damages, actions and causes of action of whatsoever kind or nature, whether known or unknown, which Owner has ever had, now has or which Owner or any of its successors or assigns hereafter can, shall or may have against Producer based on or arising out of, relating to or in connection with the Agreement.

Producer may assign, transfer, license, delegate and/or grant all or any part of its rights, privileges and property hereunder to any person or entity. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. This Agreement and Owner's rights and obligations hereunder may not be assigned by Owner.

ACCEPTED & AGREED TO:

_____ _____

Property Owner or Designated Signatory *Date*

LOCATION INFORMATION SHEET

SHOW HERBY'S SUMMER VACATION
LOCATION MANAGER B. SCOUT
PERMIT SERVICE PAT'S PERMIT SERVICE
CONTACT PAT
PHONE # (213) 555-7662

PRODUCTION # 0100
(SCRIPTED) LOCATION HERBY'S DAD'S LAW OFFICE
DATE(S) 6-15-XX
☑ INT. ☐ EXT. ☑ DAY ☐ NIGHT

ACTUAL LOCATION
(Address & Phone #)
1000 ATLANTIC BLVD., SUITE 1200
LOS ANGELES, CA 90000
(213) 555-6000

DATE & DAYS

	# of days	dates
Prep:	1	6-14-XX
Shoot:	1	6-15-XX
Strike:	1	6-16-XX

LOCATION OF NEAREST EMERGENCY MEDICAL FACILITY
BEVERLY HILLS HOSPITAL
2000 TINSELTOWN RD.
BEVERLY HILLS

CONTACTS

OFFICES OF:
DEWEY, CHEATEM & HOWE

Owner(s)
Name(s) CHARLES CHEATEM
Address 1000 ATLANTIC BLVD., # 1200
LOS ANGELES, CA 90000
Phone/FAX # (310) 555-6000
Beeper # (310) 555-1626

Representative(s)
Company: LOCATION FINDERS, INC.
Contact: DORIS
Address: 5153 RAILROAD DR.
LOS ANGELES, CA 90000
Phone/FAX # (213) 555-2222
Beeper # (213) 555-1246

LOCATION SITE RENTAL FEE

Full Amount $ 2,000-
Amount for PREP days $ 500-
Amount for SHOOT days $ 1,000-
Amount for STRIKE days $ 500-
Deposit $ 500- Due on 6/1/XX
☐ Refundable ☑ Apply to total fee
Balance $ 1,500- Due on 6/13/XX

O.T. after 12 hrs. per day @ $ 100- per hr.
ANY Additional days @ $ 1,000- per day
Additional charges:
Phone $ 50/DAY
Utilities $ INCL.
Parking $ 150-
(Other) _____ $ _____

CHECKLIST

- ☑ Location Agreement
- ☑ Certificate of Insurance
- ☑ Permit
- ☑ Fire Safety Officer(s)
- ☐ Police
- ☑ Location Fee
- ☑ Security
- ☐ Intermittent Traffic Control
- ☑ Post for Parking
- ☑ Signed Release from Neighbors
- ☑ Prepared Map to Location
- ☐ Heaters/Fans/Air Conditioners
- ☑ Lay-out Board/Drop Cloths
- ☐ Utilities/Power Supply

Allocated Areas For
- ☑ Extras
- ☑ Dressing Rms.
- ☑ Eating
- ☑ Hair/Makeup
- ☐ School
- ☑ Equipment
- ☑ Special Equipment
- ☐ Animals

Allocated Parking For
- ☑ Equipment
- ☑ Honeywagons
- ☑ Motor Homes
- ☑ Catering Truck
- ☑ Cast Vehicles
- ☑ Crew Vehicles
- ☐ Buses
- ☐ Picture Vehicles
- ☑ Extra Tables & Chairs/Tent
- ☐ Locate Parking Lot if Shuttle is Necessary

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LOCATION LIST

SHOW HERBY'S SUMMER VACATION PRODUCTION # 0100

SET LOCATION	ACTUAL LOCATION (ADDRESS & PHONE)	DATE & DAYS (PREP/SHOOT/STRIKE)	CONTACTS (OWNER & REPRESENTATIVE)
HERBY'S DAD'S OFFICE	OFFICES OF: DEWEY, CHEATEM & HOWE 1000 ATLANTIC BLVD., SUITE 1200 L.A. 90000 (213) 555-6000	PREP: 6-14-XX SHOOT: 6-15-XX STRIKE: 6-16-XX	CHARLES CHEATEM (213) 555-6000 LOCATION FINDERS, INC. (213) 555-1222 ATTN: BORIS
HERBY'S HOUSE	WESTER HOME 12436 SOUNDMAN RD. STUDIO VILLAGE, CA 91111	PREP: 6-16-XX SHOOT: 6-17 & 18 STRIKE: 6-19-XX	K. WESTER H: (818) 555-3221 O: (818) 555-1223

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REQUEST TO FILM DURING EXTENDED HOURS

Dear Resident:

This is to inform you that **XYZ PRODUCTIONS** will be shooting a film entitled **"HERBY'S SUMMER VACATION"** in your neighborhood at the following address: **12353 Rose Street.** Filming activities in residential areas is normally allowed only between the hours of **8:00 a.m.** and **8:00 p.m.** In order to extend the hours before and/or after these times, the City requires that we obtain a signature of approval from the neighbors. The following information pertains to the dates and times of our scheduled shoot and any specific information you may need to know regarding our filming activities.

We have obtained or applied for all necessary City permits and maintain all legally required liability insurance. A copy of our film permit will be on file at the City Film Office and will also be available at our shooting location.

FILMING DAYS/HOURS REQUESTED: on **August 3rd and 4th, 19XX**
from **10:00 a.m.** to **10:00 p.m.**
and **August 5th and 6th, 19XX**
from **12:00 noon** to **12:00 midnight**

THE FOLLOWING ACTIVITIES ARE PLANNED FOR THE EXTENDED HOURS:
A backyard party to include approximately 80 extras, a minimal amount of loud music and a stunt where ten guests fall into the swimming pool.

We appreciate your hospitality and cooperation. We wish to make filming on your street a pleasant experience for both you and us. If you have any questions or concerns before or during the filming, please feel free to call our Production Office and ask for me or the Production Manager.

Sincerely yours,

_____ _____
Location Manager Production Company

_____
Phone No.

We would very much appreciate it if you would complete and sign where indicated below.
A representative from our company will be by within the next day or two to pick up this form.

☐ I DO NOT OBJECT TO THE EXTENDED FILMING HOURS
☐ I DO OBJECT TO THE EXTENDED FILMING HOURS

COMMENTS:

NAME: _____
ADDRESS: _____
_____
PHONE #: (Optional) _____

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Chapter 19

Distant Location

INTRODUCTION

A simplistic description of a distant location is when you're working too far away from home to sleep in your own bed at night. It's far enough from your home office/company/studio as to necessitate some amount of travel (usually by air), having to house cast and crew, having to set up a temporary base of operation and ship in anything (equipment, film, wardrobe, props, etc.) that can't be found locally. Filming away from your home base but within the same country would be considered a distant location. Filming in another country would be an international or foreign location (which you can read all about in the next chapter).

Before committing to any location, be sure to familiarize yourself with any and all incentive programs being offered in that state or city and the qualifications and application procedures for each (see Chapter 5 regarding the different types of incentives and what to look and ask for when assessing the various programs being offered). Know how easy (or not) it's going to be to have people travel in and out of prospective locations, and research corresponding airfare costs and schedules. Also check out the region's infrastructure. Are there qualified local crews available, adequate housing (hotels, motels, luxury homes, apartments and condos), enough office space to accommodate your needs, shop space for your construction and effects crews? An adequate area for your wardrobe department to work? Will you have access to equipment and sound stages? Is this a union or a right-to-work state? Is there a nearby hospital and emergency room? Are there good restaurants in the area? Talk to people who have shot there before. Ask about their experiences getting permits, using explosives, doing any type of construction, finding extras. Know what you can buy and rent locally and what you have to ship in. Know what to expect before you get there, and be sure that this location is going to meet your needs.

Some films are shot at a combination of local and distant locations, some are entirely shot at one distant location, and still others are shot at multiple locations – each scenario requiring a different type of prep. The production staff on a show scheduled to be based in one location will generally start prepping locally from their home base, then move to and set up offices on location, continuing to prep while finalizing all necessary arrangements. The crew would arrive and/or start prepping gradually as needed. Once filming has started, however, and additional major moves are slated, it could become difficult to finish prepping subsequent locations. In this situation, many productions will hire smaller, separate teams to set up subunits at the other locations, so everything is ready when the main unit arrives (hotel rooms, temporary offices, phone lines, location sites, sets, local crew and extras, rigging, etc.). After the first unit has left, this same team would remain to tie up all the loose ends, making sure location sites and sets are wrapped properly, bills are paid, equipment is returned, etc.

LOCATION MANAGERS ON DISTANT LOCATION

Shows originating from larger production hubs (like Los Angeles) are more likely to bring at least one location manager with them, and chances are good that this person has already scouted the vicinity before final choices were made. Even once a city or region has been selected, it's often the location manager who arrives and settles in before everyone else to secure added locations and space, finalize deals and secure permits. My friend, location manager Mike Neale, likes to say that he's the one who brings the circus to town. But to take his analogy a step further, he's the advance man who gets there first to lay the groundwork.

Sometimes, you may only have to bring one location manager, who in turn would hire a local staff and location scouts as needed. On other shows (the bigger ones, usually), the production will sometimes bring most of the location department with them. On the other hand, shows traveling to shoot within major production hubs may not have to bring anyone at all, because those most qualified to handle the location duties for that particular area of the country are already there.

Make sure you become acquainted with local location managers before deciding whether you need to bring one with you. Ask the local film commissioner for suggestions, and thoroughly check out their references.

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THE PRODUCTION OFFICE

Temporary production offices set up on location are often done so without many of the comforts of a home-based operation. The lack of money, space and time often necessitate smaller offices shared by more people and the use of folding banquet tables in lieu of desks. Sometimes, however, visiting productions can find turnkey office suites that come fully furnished, wired and equipped with a phone system. Some even come with a heavy-duty photo copier and sufficient wiring and technology to accommodate wireless Internet access, editing and screening systems. You'll often find offices like this at studio facilities or office buildings where fully equipped space is available to rent on a short-term basis. Sometimes you can also find suitable warehouses that contain both offices and shop space. But I've also set up more than my share of offices in hotel and banquet rooms and mobile office trailers.

Sometimes the hotel where you're planning to house a majority of the cast and crew will include a bank of guest or banquet rooms to be used as offices as part of your overall deal. And occasionally, the local film commission can help you score some free or inexpensive office and/or warehouse/shop space. But if free isn't in the cards for you, then figure out what it would cost to rent enough hotel rooms to use as offices for the length of time you'll be there and compare that to renting outside space or mobile office trailers. Be sure to take into consideration the cost and time to furnish and equip virgin space.

There will often be a two- or three-day scout (for the producer, director, UPM, production designer, location manager, DP and transportation coordinator) months in advance of the full production coming to town. This time is used to get the lay of the land, finalize location selections, check out housing options, find work spaces, reserve vehicles and equipment, begin interviewing local crew, talk to local union and guild reps and determine what'll be needed to set up a temporary base of operations. Once you get back to your home base, now knowing what you'll need, you can start making your calls.

If you're even thinking of using mobile office trailers, call as soon as possible, because they're usually booked quickly. Ask for floor plans and prices, including delivery and setup charges. Determine where your power is going to come from, and if you're going to have enough. Will you need to add a transformer to the nearest power pole or rent some generators? Will you need to find a company to add or run electrical lines and another to install a temporary phone system and some Wi-Fi hubs for Internet access? Let the film commission or local location scout introduce you to the providers who can take care of your needs, and start setting up accounts with local vendors, the phone and utility companies.

A production coordinator or assistant coordinator may be sent ahead of the rest of the company or a local coordinator or assistant may be brought on early to set up the office space and oversee all the work that has to be done (electricity, phones, furniture, etc.) before the circus arrives.

If you're moving into unfurnished offices, check out stores that specialize in rental furniture. If there are none in the area, your next best bet is checking used furniture stores, consignment and thrift shops as well as ads in the local paper for used furniture. And remember that you won't be there forever, so the furniture doesn't have to be top of the line. In fact, for certain people who just need office space for a short time during prep (like the key grip and gaffer), a folding table, chair and phone will be sufficient. You'll want the nicer stuff of course for the director and producers, and comfortable chairs for those who'll be sitting the most – the production office, accounting and editorial staffs. And if you've got an editing and/or screening room or trailers, you'll want some comfortable seating (like sofas) in there for the director when he or she comes in to work with the editor or to screen dailies.

While you're at it, look into space to lock up and secure props and set dressing, as well as a cool space to store film stock. And make sure you have adequate space for Wardrobe to hang all the costumes, fit talent, do alterations, keep a few washing machines and dryers and do any necessary aging and dying.

The Traveling Production Office

If you have a show that incorporates various locations that aren't great distances apart, but far enough apart to necessitate new hotels and new bases of operation every few days or week (or two), you might want to consider a mobile office trailer. These custom-built units are being used more and more, especially for road pictures (a story that unfolds while its characters are traveling). They can save you a great deal of time by eliminating the need to constantly set up temporary offices at every stop. Once everything is setup, that's it. A traveling office will run more efficiently while conveniently remaining in one place (which is close to the set with the other production vehicles and not back at the hotel). The trailers are outfitted with office furniture, phones are cellular, digital and/or satellite, faxes are sent and received via satellite and the power to run the lights and office machines is generator-driven or from outside electrical lines. The downside to all of this is that once in a while, a location is so remote (or surrounded by so many mountains), not even the satellite phones will give you adequate reception. And when that happens, you're back at the hotel making your calls.

The following checklist, though not reflecting a multiple unit scenario, does cover the basics and should prove to be helpful.

DISTANT LOCATION CHECKLIST

- ☐ Contact film commissions representing areas you're considering as location sites. (Some productions will have their home-based location manager make all initial contacts with film commission representatives and will send the location manager ahead to pre-scout.)
- ☐ Review location photos while weighing the advantages (and disadvantages) of shooting at each site, including all incentive programs.
- ☐ Scout location sites under consideration.
- ☐ Check out hotels, motels and rental units in the areas you're considering.
- ☐ Make final location site selections.
- ☐ Develop a good working relationship with local film commission representatives in the area(s) where you'll be shooting.
- ☐ Contact the SAG branch office closest to where you'll be shooting for jurisdictional guidelines.
- ☐ Based on the recommendations of others who have shot at that location, find and hire a local location manager or scout (if necessary).
- ☐ Based on the recommendations of others who have shot at that location, find and hire a local production manager, coordinator and/or assistant coordinator.
- ☐ Hire a local background casting agency (or coordinator), if necessary.
- ☐ Obtain a local phone book to locate needed services.
- ☐ Secure living accommodations (i.e., hotel, motel, rental units) for arriving cast and crew.
- ☐ Establish and set up a temporary location-based production office.
- ☐ Have outside phone lines installed in the production office.
- ☐ Install portable Wi-Fi routers to cover internet access for those who need it.
- ☐ Have hard line Internet connections installed for the accounting department and anyone else who needs secure lines.
- ☐ Have business cards made up with the production's local address, phone and fax numbers.
- ☐ Open a local bank account.
- ☐ Open accounts with local vendors, including those for gasoline, rental cars, motor homes, office supplies, etc.
- ☐ Arrange to rent a refrigerator, coffee machine, etc. for the production office. If you're going to be there long enough, it pays to buy a used refrigerator and a new coffee pot.
- ☐ Determine the availability of local crew, drivers, office help, etc., and set up interviews.
- ☐ Determine the availability of local equipment, supplies and services (items that will not have to be transported to location).
- ☐ Open a FedEx and/or UPS account, and arrange for the shipping of larger items to be brought in (see a whole lot more about shipping in Chapter 22).
- ☐ Determine whether suitable catering is available locally or if you'll have to bring a caterer (with truck and crew) to location.
- ☐ Prepare a list of airline schedules to and from the location(s), along with the airline phone numbers and the names of their contact reps.
- ☐ Make travel arrangements for cast and crew (more on travel in Chapter 21).
- ☐ Order cell phones (for key cast and crew) while on location. If you're coming from a major production hub (like Los Angeles), there are companies that will rent cell phones, satellite phones, Blackberries, iPhones, even portable Wi-Fi routers on a month-to-month basis that you can take with you. My favorite vendor for these items is Airwaves, (800) 400-9929, and even if you're not coming from L.A., they can ship the equipment to you. The beauty of what they offer is that you don't have to buy the phones, Blackberries, etc. or enter into long-term agreements with the providers. They'll not only recommend the best service provider for the area you're going to be working from, but the equipment they rent/send you will come programmed with the appropriate area codes and prefixes for that location.
- ☐ If your project is being shot on film, check with the closest supplier of film stock, and find out how long it'll take to receive an order once it's placed. Is there someone you could call after hours or weekends if there's an unexpected urgent need for film? And in an emergency, what's the fastest you could expect to receive an order?
- ☐ As necessary, rent computers and printers, a photocopier machine (get one that copies and scans) and a fax machine. (Depending on how long you'll be using this equipment, sometimes it's more cost-effective to buy some of these things.)
- ☐ There are various methods of screening dailies now, and as the technology continues to evolve, the choices increase. Discuss the options with your producer, director, editor and post people and decide on a system that works best for your show. Then make the arrangements that will enable you to screen dailies on location.
- ☐ Get recommendations (from the film commission, local production or location manager or hotel management) of a good doctor, dentist and chiropractor. Call to introduce yourself to the doctors' assistants, letting them know about your pending shooting activities. Ask for their rates and whether you could call upon them if necessary. Also find out if they'd be willing to make set or hotel calls if needed. Confirm that you can give cast and crew members their names and numbers to contact in emergency situations during nonworking hours. And ask for their recommendations for the best hospital/trauma center in the area.
- ☐ Prepare welcome packages (see description of welcome packages later in this chapter).

- □ Distribute safety and code of conduct guidelines to cast and crew.
- □ Check extended weather reports for the area (daily).
- □ Prepare a list of local shooting locations.
- □ Locate a source for flowers, fruit baskets, etc. for cast and VIP arrival gifts.
- □ Your wardrobe department will need washing machines and dryers, and sometimes the wardrobe trailer will come equipped with a washer and dryer. But if you're not lucky enough to have one of those deluxe trailers or you need more than what the trailer provides, you'll have to locate other washers and dryers. Sometimes the hotel will allow you to use theirs, sometimes a local laundromat will do and sometimes it makes more sense just to buy washers and dryers (possibly used ones). In that case, though, you'll need ample space to put them and someone to install them for you. Should you have costumes that require some amount of ageing and dying, you'll need room for that as well.
- □ Locate clothing racks for the wardrobe department (if needed).
- □ If necessary, order portable restrooms for construction sites if necessary.
- □ If necessary, arrange catering and craft service for crews working at construction sites during prep.
- □ If your show requires any type of stunt or military training/practice, you'll need to find suitable space to accommodate their needs and arrange for restroom facilities, craft service and first aid kits.
- □ Make arrangements with a local ambulance company to provide a standby ambulance on days when one is needed.
- □ If you're planning on bringing any animals into the state, find out if there are restrictions or regulations you need to be aware of. Make sure you have adequate housing for the animals, proper food and supplies as well as a local vet on standby.
- □ Do your due diligence when it comes to EPA (Environmental Protection Agency), DEQ (Department of Environmental Quality) and AQMD (Air Quality Management District) guidelines in the state where you're filming and how any of these regulations might impact your filming activities.

Keep maps of how to get to each location in the production office at all times. Tack a call sheet and map to the next day's location on the production office door when you close up for the night.

WELCOME TO LOCATION

Most productions will arrange to have some sort of gift basket or flower arrangement left in the rooms of arriving principal cast members. On one show I worked on, the producer had flowers awaiting every female crew member as well (there were only three of us; what a nice way to walk into an empty hotel room). A day or two before filming begins, some productions will host a kick-off party or small welcoming reception at the hotel once everyone has arrived. The goal is to make arriving cast and crew feel welcome and comfortable and to acquaint them with both their new co-workers and their new surroundings as soon as possible. They'll be working long, hard hours, so try to find enjoyable ways they can spend their scant amount of time off. Much of what you can do to accomplish this will of course depend on the flexibility of your budget, but it's amazing what you can achieve with a little imagination and just a little time to make some arrangements.

While on location, the film crew is everyone's surrogate family, and we all want to feel as if we belong. Not everyone will partake of extra curricular activities; and on some shoots, any spare time will be spent catching up on sleep, laundry and calls home; but do as much as you can. Informal parties are always good, like barbecues or group dinners at local restaurants – especially on the nights preceding a day off. Ask the film commission office to help set up sightseeing tours (if there's anything of interest to see there) of local attractions (while I was working on a picture in Northern California, our crew was treated to tours of the local wineries on Sundays) or to get tickets to plays or amusement parks. Bowling nights are popular; so are shopping excursions (find out if there are any outlet malls nearby). Find out where the local movie theatres are, where the golf courses are and where one can get a massage, take a yoga class or have a workout.

Having good food on location is a vital part of keeping your crew happy and comfortable. Make sure the caterer you hire is the best you can afford and comes with rave recommendations. The same holds true for your craft service department. If you're working nights and it's cold, make sure to have hot soups, chili and plenty of warm drinks available. If you're working under exceptionally hot conditions, plenty of cool water, fresh fruit, salads and anything refreshing is much appreciated (as are small towels or neckerchiefs soaked in Sea Breeze™ and cold water and extra bottles of sunscreen). Not only is good food important, but sometimes, just having access to food is crucial. After wrap, some people are too tired to go out to eat, or it may be so late (or early) that most restaurants are closed. Find out the hours of several local restaurants (especially the ones closest to the hotel), and scout out the ones that deliver. Also make arrangements with the hotel for their restaurant, coffee shop and/or room service to accommodate crew hours. Never strand anyone without access to food.

Most production offices offer *Welcome Packages* to arriving cast and crew. These packages of valuable information will not only prove useful to those who receive

them, but the more complete they are, the fewer questions the production office will have to answer over and over again. This will let everyone know who they can call should they need medical attention during non-work hours, where they can get their check cashed, where they can get their laundry done, what they can do on their day off – everything they could possibly need or want to know about this new location you've transported them to. The information for the package can be collected from the film commission, tourism office, hotel management, local chamber of commerce and the contact lists of others who have shot there before. The most important part of any welcome package is the local contact list. It should contain:

- The name and phone number of the nearest hospital emergency room and/or trauma center
- The names and numbers of a local doctor, dentist and chiropractor
- The location of the closest laundry facilities and cleaners
- The location and business hours of nearby grocery stores, health food stores and pharmacies
- The location and business hours of the bank the production has opened an account with and nearby ATMs
- The location and business hours of the nearest post office
- Locations and numbers of the closest gym, exercise and/or yoga classes and where one can get a massage
- Phone number of a taxi cab service and rental car agencies (for those not provided with a rental car or for friends and relatives coming to visit)
- Local bus routes and schedules
- If in a city with a subway system, station locations, routes and schedules
- A restaurant list, noting restaurants by price range and cuisines – also restaurants that deliver
- A list of night clubs, karaoke bars, any type of nightlife
- Information on local golf courses, bowling alleys, movie theatres and shopping malls
- Anything else you can think of!

In addition to the contact list, the welcome package should include:

- Hotel guidelines (including how to make long distance calls, information on Internet access, coffee shop hours, etc. – some hotels will supply you with maps of the facilities)
- A map of the area
- A map indicating shooting locations in relation to the hotel
- Brochures describing local points of interest, attractions and entertainment
- A listing of local events

Please understand that as hard as you try to keep your cast and crew comfortable and content, and as wonderful as most of them are, when on location, there are always one or two individuals who can make you wish you had become an insurance broker. These are perfectly normal functioning adults, who, when taken out of their familiar surroundings and worked 12 to 16 hours a day, tend to become totally inept at taking care of themselves. Some just whine and complain a lot. They're tired and impatient; and no matter what you do to try to help, it's never enough. All you can do is your best (which includes trying to keep *your* patience in check). If it gets too bad, ask the producer to intercede on your behalf, but don't worry about it too much. Taking care of an entire shooting company on distant location is a difficult job at best, so give yourself the credit you deserve, and don't let a couple of boobs get to you (can you tell I've had my share of bad experiences on location?). They probably whine when they're at home and drive their husbands and wives crazy, too.

INTERACTING WITH LOCAL COMMUNITIES

Meeting, working with and interacting with local people on a shooting location can be a rewarding experience and produce friendships that long outlast your shooting schedule. Most people living outside of big film centers are thrilled to have a film shooting in their town and will extend a great deal of hospitality and support to the visiting production. Keep in mind, however, that the perception any local community has of your shooting company will reflect on the entire film industry. The reaction by the community, good or bad, will directly affect your company's (and future companies') access to location sites, cooperation from local merchants, rates on hotel rooms, site rentals, local services and everything connected to that location. A negative experience with one film company can motivate an entire city to ban all future film production in that area.

Inform local cast and crew members – in addition to reminding those traveling from home base) – of Code of Conduct guidelines. This should be done verbally as well as in memo form. In dealing with local merchants, pay your bills in a timely manner and make sure to get what you need without being overly demanding. Be courteous and treat people with respect, even when things aren't getting done and orders aren't being filled as quickly as we're used to. Jackets and T-shirts that display vulgarities should not be worn, and noise levels should not get out of hand. Don't interfere with the normal activities of the neighborhood unless these activities are authorized as part of your scheduled shoot. Leave location sites cleaned and as you had originally found them (if not better). As time permits,

involve the community in your activities as much as possible. A positive rapport with the community will not only help to promote a positive image of the film industry, but it'll guarantee that you would be welcomed back with open arms and increasing cooperation on your next shoot at that location.

FILM COMMISSIONS

The purpose of a film commission is to promote and aid film production in a particular city, region, state or country. Film commissions are government-sanctioned and are found throughout the United States and in many other countries as well. Some film offices are independent entities, some operate as part of various governors' offices, and others are divisions of tourism boards. Most are members of the Association of Film Commissioners International (AFCI), an international, nonprofit, educational organization of government employees serving as film commissioners. The association's purpose is to act as a liaison between the visual communications industry and local public and private sectors to facilitate on-location production, and to stimulate economic benefit for member governments.

General information on shooting in various locations can be obtained through *Locations Magazine*, the official publication of the AFCI, and also by attending the Locations Trade Show, a yearly, three-day convention (held in April in the Los Angeles area) where national and international film commissions exhibit a vast array of locations and location services. You'll find a full list of AFCI-member film commissions on their website at www.afci.org. Many individual film commissions have their own websites, which can also be accessed through www.afci.org.

In an effort to persuade you to shoot your picture and spend your production dollars in their state or country, film commission representatives are most helpful in the process of selecting locations and also during production when shooting on a distant location. When you're considering different locations in which to shoot, contact the film office representing each of those locations. They'll not only answer questions over the phone, but will also be happy to send you photographs of location sites that might meet your needs. They'll also send you a complimentary copy of their resource guide. This book provides information on local crew, living accommodations, equipment, services, restaurants, local talent agencies, pertinent tax and/or permit requirements, etc.

If you plan to scout a number of locations before making a final selection, call the film commission representing each area ahead of time. Film commissioners and/or members of their staff will generally meet with you, show you around and help in any way they can – from cutting through government red tape, to obtaining permits, to helping you get a good rate on hotel rooms. They'll make your decision to shoot in their area as desirable as possible, using whatever state or city resources available to them in doing so.

Once you select a location, working with the local film commission will save you valuable time, energy and money. You need a person, or persons, who know that area well and are at the same time familiar with the demands of filming and production coordination.

The relationship between production company and film commission is almost always a mutually beneficial one. Although it's the film commissioner's job to lure you to a particular location, it's the rapport you develop with this person that will ultimately promote even more help, cooperation, good deals and open doors. Whether it's helping you cut red tape to get a film permit, getting you great hotel room rates, introducing you to reliable vendors, helping you fill a stadium full of extras, recommending great local crew members and supplying you with brochures and maps to local attractions – they become your best and most valuable friends while at that location. That's why film commission representatives often become unofficial crew members, are invited to lunch on the set and to cast and crew parties and are sent letters (or gifts) of thanks and appreciation before visiting productions wrap and head back home.

SAG BRANCH OFFICES

Even if you've signed an agreement and posted a bond (in one of SAG's main offices) prior to leaving for a distant location, contact the local SAG branch office upon arriving at your location. Local SAG representatives are your best source of information for matters such as what constitutes a local hire within that state, current guidelines on right-to-work state laws (if applicable), casting procedures in that area, the hiring of local extras, drive-to reimbursements, etc. A current list of SAG branch offices can be found at the end of Chapter 12.

FORM IN THIS CHAPTER

- Meal Allowance – form used for individuals signing for their per diem

MEAL ALLOWANCE

SHOW _____ PRODUCTION NUMBER _____

LOCATION _____ WEEK OF _____

MEAL RATES

BREAKFAST $ _____

LUNCH $ _____

DINNER $ _____

NAME	DAY	MONDAY			TUESDAY			WEDNESDAY			THURSDAY			FRIDAY			SATURDAY			SUNDAY				
	DATE																							
		B	L	D	B	L	D	B	L	D	B	L	D	B	L	D	B	L	D	B	L	D	TOTAL	SIGNATURE

APPROVED _____

TOTAL

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Chapter 20

Foreign Locations

INTRODUCTION

Our business is becoming increasingly international, as more U.S.-based films are being shot in other countries and filmmakers from other countries are coming to the United States to work here. It's also become rather common for portions of films to be shot in multiple countries. Before you decide to go anywhere, though, make sure you do your due diligence and know exactly what to expect of your host country (or countries) as well as what's going to be expected of you.

U.S. COMPANIES SHOOTING IN FOREIGN COUNTRIES

If you think preparing and shooting a picture in your own city is a formidable task and that taking a film on distant location provides you with an even bigger challenge, just wait until you take your picture out of the country! Though you'll likely experience the wonder and excitement of being on foreign soil, chances are good that your patience may be put to new tests, you may at times feel totally overwhelmed and the word "challenge" may take on a whole new meaning for you. Passports; immunizations; immigration and work visas; crossing borders, customs, carnets, bonds, registrations, shipping and mountains to documents; possible language and cultural barriers; cultural tests; exchange rates and alternative currencies; unfamiliar regulations and laws – and that's just for starters. There's so much to know about working on foreign locations – getting there, setting up and filming – the topic could fill volumes. Being limited to a single chapter, however, I'll stick to the highlights and urge you not to stop here. Talk to the people you need to, become thoroughly familiar with the process and start preparing as early as possible.

Before You Make Your Plane Reservations

Consider the following before you decide to make your film an international production:

- Start by contacting the film commissions, tourism boards and/or embassies associated with each of the locations you're considering and learn as much as you can about filming in those countries. Some foreign film commissions have U.S. offices (which would most likely be located in Los Angeles or New York), which is always a good place to start. Collect photos, brochures, resource guides, anything you can. Also check out their websites.
- Fully examine the incentive programs being offered by the countries under consideration as well as their application processes.
- Check to see if the countries you're interested in require a cultural test – a list of questions – a percentage of which you must answer "yes" to before you're allowed to shoot in that country or region. And if so, get a copy to review.
- Investigate local currencies and how they relate to the U.S. dollar. Anticipate when you would buy a particular currency — while it's going up or coming down?
- Talk to other people who have shot there, and ask them about their experiences (good and bad). Also get recommendations for local production services companies (PSCs, or companies that provide complete project management, including such things as staff, crew, equipment, vendor contacts, location services, extras, insurance, payroll services, etc.) and check out the individuals who run these companies. I can't stress enough how advantageous it is to work through a good PSC when shooting in a foreign country. Try to do it on your own, and you risk lost/stolen equipment, permit and customs problems and any other logistical nightmare you can imagine.
- Try to get copies of other production services agreements to study key points of responsibility, like who will carry the insurance on the local crew.
- Speaking of insurance, make sure that you have an insurance broker or risk manager who specializes in foreign productions. The nuances and guidelines between different countries can be vast, so make sure you're protected.
- If you're not planning on using a production services company or aren't sure, get recommendations on local production managers and accountants who speak English (if relevant) and have experience working on U.S. productions.

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- In addition to the recommendations, talk to the local production managers and line producers who have worked on other U.S. films. You need to know who you're going to be in bed with, who you're going to feel comfortable with and who you can trust.
- No matter who you end up choosing to work with, make sure they have *great* customs contacts.
- Check out local film studios, what they have to offer and who runs them.
- Explore the availability of reliable equipment in the cities you're considering. If you have to bring equipment with you, find out where it can be serviced if it breaks down.
- Look into hotel options and other housing accommodations for your cast and crew.
- Find out if you'll need to provide clean and safe drinking water.
- Check out sanitation conditions.
- Know how you're going to feed your crew and make sure they're getting clean and fresh food? Will you hire a local caterer or bring one with you?
- Will there be adequate services for crew who expect a certain level of comfort and care?
- Investigate local business practices. Are kickbacks going to be expected? In some countries, the use of *courtesy payments* is an accepted and encouraged way of doing business, but it must be dealt with delicately and with respect for local customs while adhering to the Foreign Corrupt Practices Act (see below for more information on the FCPA).
- Look into the infrastructure of the locations you're considering.
- Consider the safety issues that might be associated with each country. Check out travel.state.gov/travel/tips/safety/safety_1747.html for all kinds of helpful information relating to international travel, including warnings and alerts associated with specific countries.
- Investigate the customs policies in the countries on your list and determine how easy or challenging it might be to import and export goods in and out of these countries – including the amount of time shipments move through Customs before being released. Also find out what materials Customs requires special permits for, how long the permits take to process and what restrictions may be imposed on bringing explosives and armaments into their respective countries.
- Scout the foreign location(s) you're considering.

Once you've made your decision (or decisions):

- Contact Immigration for their policies, requirements and restrictions pertaining to the number of work visas your production is eligible for (which will determine how many cast and crew members you'd be allowed to bring with you). Remember, in an effort to protect their nation's film industry and workforce, some countries are quite restrictive.
- If you're going to be working at or through a local studio facility or production company, ask if they have an operations manual or resource guide they can send you.
- You and your attorney should decide whether it would be in your best interest to retain the services of a local attorney one, if possible, (who has previously represented U.S. film companies). If the answer is yes, make sure to get recommendations and have your attorney interview those under consideration (over the phone) before making a final decision.
- Determine whether you'll be required to form a new corporation in that country or must be sponsored or represented by a local entity.
- Contact the CDC (Centers for Disease Control) or check their website (www.cdc.gov/travel) to ascertain whether any vaccines or immunizations are required for those traveling to that country. Arrange for your cast and crew to receive their shots prior to traveling.
- Through your travel agent, contact the airlines that fly to your destination. If you have enough people traveling at one time, many will negotiate reasonable group rates, chartered flights and/or will allow you to transport equipment, props, set dressing, wardrobe and materials (freight) on the same flight taken by cast and crew.
- Make sure that anyone traveling abroad has a current passport that won't expire before the completion of the project.
- With the help of your local production manager, work/negotiate with the local film unions. Establish the availability of a qualified local work force (technicians, crafts people, office staff, actors, stunt performers and extras) and carefully check out the backgrounds of department heads you might be considering. Also determine whether you'll be responsible for any displacement fees. (Displacement fees are payments made for each employee you bring with you, who in essence, displaces one of their workers. It's sometimes based on a percentage of an individual's wage up to a maximum amount, or it can be a flat negotiated rate.) In certain instances, you may not have to pay displacement fees, but may be required to hire one local person for every one you bring. In many countries, without the approval of their local film unions, Immigration won't process your requests for work visas.
- If your show starts shooting in the United States but then plans to move to a foreign country, you're bound to get requests to bring individuals from the U.S. crew, because they already know the show, have already bonded with the cast, have become familiar with how the director works, because they're already part of the family. But be smart about these decisions and ask yourself if you really need to spend the considerable amount of money it would cost to bring someone opposed to hiring a qualified local individual to fill

that same job. Sometimes you won't have a choice, but other times you will, and you'll have to determine just how integral this person really is to the show. If a property master for example preps a show in the United States, has everything in order, and it's just a question of shipping the props (along with the continuity book), there should be no reason why a qualified local property master wouldn't be able to pick up where the U.S. prop guy left off. I'm not advising you not to bring someone if you want to and can – just getting you to think about the costs that might be better served spent elsewhere.

- Begin the process of procuring work visas as soon as possible.
- If you don't already have one, get recommendations on and retain a good freight forwarder and/or customs broker that specializes in the entertainment industry. This is important, so talk to several brokers and get more than one recommendation before making a decision. You'll need one on both sides of the border; and hopefully, the two of them will already have a good working relationship with each other.
- As much confidence as you may have in your customs brokers, do your own homework. Determine your port of entry, find out who the administrators are, what their specific policies are and how they operate (within the same country, different ports are often subject to different regulations). Find out what materials are restricted and will require special permits, and how long it'll take to get the permits. Find out if the country accepts carnets (pronounced "car-nays" – this is a customs document that lists specific pieces of equipment to be taken into and back out of other countries), and if there are any materials or items the country won't import. Find out everything you can regarding the process. Meet with the customs border officials (of both countries) if at all possible, introduce yourself and inform them of your upcoming project. If you can't do this in person, sometimes a formal letter will have to do. (Also see Chapter 22.)
- Get shipping schedules, and find out how long it's going to take to get shipments from your home base to location. Anticipate the time needed to complete the paperwork required by Customs, to inventory and manifest, register, obtain carnets, etc. This can be a lengthy process, and you need to be realistic about how long it's going to take, so everything can be ready to ship on time.
- Make sure your insurance representative is informed of all your planned activities out of the country, so the proper coverage can be secured. Adding foreign coverage to your U.S. policy will provide liability coverage, protecting you in the United States against lawsuits that may arise out of your activities in a foreign country. It'll also provide workers compensation coverage for any third-country nationals on your payroll. (An example of a third-country national would be a Brit going to Mexico to work on an American film.) Employees from the United States are covered for workers' compensation by your producing entity or respective payroll company, but a policy from your host country will cover local employees working for you while you are there.
- Foreign countries don't honor U.S. insurance policies, so have your local production manager secure all necessary coverage required for that country through a local insurance carrier or make the arrangements through your insurance broker who may have a reciprocal relationship with a broker in that country.
- Investigate local emergency medical facilities and procedures (including those pertaining to the landing of medevac helicopters), and secure the services of a ambulance service, local paramedic and/or doctor to remain with your shooting unit. Also, locate a (highly recommended) doctor and dentist in the area who speak English.
- Determine the currency exchange rate and open local bank accounts. On some shows, (if local businesses accept U.S. currency) two accounts are opened – one in dollars and the other in the national currency. To open an account, you'll probably be asked to provide documentation that may include a copy of your incorporation papers, copies of passports belonging to those who will be signing on the account and a letter of introduction from a film union, tourism ministry or local production company.
- Determine union, employment and payroll guidelines governing local labor. (Can you hire nonunion employees?)
- Secure the services of local casting and background casting agencies if needed.
- Investigate the availability of services, supplies and materials that can be purchased and rented locally.
- Meet with local authorities, find out what type of permits are required. If needed, procure a special seal (stamp) sanctioning your presence by the authorities that can be placed in each company-driven vehicle. Also have windshield placards made up that identify your company and show.
- Prepare individual photo ID cards for cast and crew. My friend Ty Warren recommends that you create ID cards that can't be forged. On one show he did, they used 1¢ U.S. postage stamps which were laminated to the back of the ID card. On another film, he said they used bar codes and randomly checked crew badges throughout the production. They also used the ID badges as a lunch-count tool. On shows I've done, I like to use the back of the ID card to list emergency medical information (who to call and what to do should a medical emergency occur during nonwork hours). Also include that person's nationality and passport number (should they lose consciousness and have

to be transported to the nearest medical facility). Ask cast and crew members traveling to location to bring (at least) two extra ID photos with them for this or similar purposes.
- Determine whether you'll need converters. Does this country use PAL or NTSC? Is their power 120 or 210?
- Get yourself some conversion charts if you're going to need to convert miles to meters and pounds to kilos.
- Determine the most effective way for you to receive mail while on location – pouch it with the dailies? FedEx? Air Freight? For items other than mail, be aware that at this time, DHL and Emery accept carnet shipments. UPS and FedEx generally do not.

Supplying Information to Cast and Crew

In addition to the standard welcome package described in Chapter 19, you'll need to provide cast and crew traveling to location with the following additional information. (Remember, the more thorough the information, the easier your life will be.)

- The basics: the time difference, how to direct-dial to the production office and/or hotel, predicted weather conditions, whether they need to bring converters, etc.
- Guidelines on shipping personal belongings
- How per diem will to be paid (U.S. dollars or local currency?), what the exchange rate is and where to go to exchange currencies
- Common phrases in the local language
- Relevant cultural guidelines
- A description of municipal, state and federal police authorities; basic local laws; instructions as to what to do if stopped by a police officer and regulations relating to driving, D.U.I., drug and weapons violations (did you know that Manila executes drug smugglers?)
- Procedures for packing, labeling and documenting their equipment, materials and supplies being transported to location
- Guidelines for crossing the border and going through Customs
- Housing information (condo and apartment complexes, rental agents, etc.)
- A list of good, reliable and recommended restaurants
- Contacts for local cell phones, rental car agencies, an auto insurance agency that can provide coverage for those who drive their personal vehicles across the border (if applicable), etc.
- A detailed map (or maps) that illustrate the border (if applicable), airport, hotel, location site(s) and/or studio and the closest emergency medical facilities
- Detailed information on emergency medical procedures, including contact names and numbers for a doctor, dentist, hospital or ambulance
- Local holidays (if applicable)
- Weight and measure conversions (if applicable)

Instructions for Crossing into a Foreign Country

General rule: if you're not asked, don't volunteer any information. If asked, be honest. As you enter a foreign country, you'll encounter a customs inspection area. A customs officer will ask to see your passport and will most likely inquire as to why you're entering the country. Your luggage or car may be inspected. Know what items you're prohibited from bringing into the country before you leave home. If you asked if you have anything to declare, you say "no," but a search produces undeclared commercial goods (or if you're attempting to transport items you're not allowed to bring into the country), the penalty could range from having to pay duty, to having your goods confiscated, to having your car confiscated, to having to go to jail without passing "GO." It's therefore imperative that you declare all commercial goods before you're stopped and your belongings are inspected.

- Crossing with children: As a parent (traveling without your child's/children's other parent), you're not allowed to bring your minor children into a foreign country without written (notarized) consent from the other parent.
- Crossing with pets: Some countries allow you to bring your dog or cat with you, as long as you have a veterinary certificate showing proof that your pet has had all of his or her required shots. Some countries will require a quarantine process. Be sure to also investigate regulations pertaining to getting your pet back into the United States at the end of the shoot.
- Personal vs. commercial goods: Personal goods would include your clothing, toiletries and anything you might carry with you as a tourist entering another country (such as one still camera, an iPod, etc.). Commercial goods would include equipment or quantities of materials, supplies, wardrobe, etc. One wetsuit would be personal; five wetsuits would be commercial. *Never* mix personal items with commercial goods or vice versa, either on the way in or coming back. Commercial goods are handled through a broker or freight forwarder, are documented and crossed through a separate gate. Personal goods are packed in luggage and remain with the individual. Shipments can be held up or confiscated, fines levied and individuals detained for mixing personal and commercial goods.
- Crossing with personal tools and equipment: Most countries will not permit you to carry your personal

tools, equipment or desktop computers ("tools of the trade") with you unless they're preregistered or under a carnet (depending on the country) and you can provide the proper documentation.
- Drugs: Even small amounts of marijuana found in luggage or tucked away with equipment can jeopardize and/or instigate the shutdown of the entire production.
- Crossing with documents: You're allowed to cross documents (such as mail, files or daily production office pouches), but put them in boxes that are easy to inspect. Label the boxes – Documents Only/No Commercial Value. CDs, DVDs or small supplies placed in envelopes don't constitute documents and shouldn't be included with boxes of mail or files. If commercial items are discovered within the mail, the box(es) could be held up or confiscated.

The U.S. Foreign Corrupt Practices Act (FCPA)

This is a law that's been in existence since 1977, but I only started hearing about it a year or two ago as it related to violations made by entertainment-based entities. It's something everyone working in a foreign country needs to be aware of.

The FCPA prohibits U.S. companies and its employees (U.S. citizens, nationals or residents) from the direct or indirect payment (or offer) of money or anything of value (with corrupt intent) to a foreign government or political party official (including members of the official's family or state-owned business) to obtain or keep business or secure any improper advantage or induce a misuse of an official position. The more common terms for violating this law would include *courtesy payments*, *gratuities* and *local bribes*. It would also include the prohibition of putting money into the hands of others such as agents, production services company reps, consultants or joint venture partners who may pay off a foreign official.

Evidence of violations to the FCPA are often found in mislabeled expenses, unrecorded accounts or transactions, over-invoicing, false invoices and/or the existence of an operational slush fund – inconsistencies that are often revealed during an audit or inadvertently leaked by an employee or former employee. When working in another country, you must therefore always keep accurate books and records; all transactions should be authorized and assets should only be used as authorized. Under no circumstances should you falsify corporate documents or accounting entries.

Be watchful of vendors who regularly do business with production services companies and certain local crews, because kick-backs are commonly paid to crew members for using that vendor. Although the extra costs gets absorbed by the production, local crews have been known to make big bucks from vendors' payments.

Should an employee violate the FCPA, the company he or she works for would also be held responsible, even if that individual's superiors were unaware of the action. The company would be liable as long as the employee acted within his scope of authority for the benefit of the company. Furthermore, parent companies can be held liable for actions of their foreign subsidiaries where they authorized, directed or controlled the activity. U.S. citizens or companies, or nonresident foreign citizens or companies may also be prosecuted under comparable local country bribery laws. What's even more significant is that it's not even required that an intended corrupt act succeed for the violation to occur.

Individuals can be penalized up to five years in prison or 20 years for willful books and records violations, up to $100,000 in criminal fines and up to $10,000 in civil fines – or more. And corporations can be penalized $2 million in criminal fines or $25 million for willful books and records violations and up to $10,000 in civil fines – or more. Also, if the law is violated in connection with the production of a film, the resulting footage could be compromised.

There are narrow exceptions to the FCPA, which would include:

- Small payments, like those to provide police protection
- Routine actions, like payments made to expedite a package through customs
- Payments made to low-level government officials for something they are required to do but which will occur quicker with the payment
- Reasonable expenditures related to a contract or agreement, such as paying the government for use of a government building to use as a location
- The promotion of products or services, such as training customs officials or police on trademark violations
- Reasonable and modest expenses relating to entertainment, travel or lodging that aren't related directly to business, don't involve the family members of officials or cash payments ("walking around money")
- Payments permitted by the laws of the foreign country

As there are facilitation payment exceptions to the FCPA, some companies have a maximum that can be paid for such (some allowing around $200–$250). If you make any facilitation payments, however, just be sure to record them properly.

Paying a little extra to expedite a shipment over a border can be a fairly routine occurrence in some countries, but before you get involved, ask yourself: Is all the paperwork correct? Will the customs agent have to eventually release the equipment without payment anyway? Is the customs agent a low-level official?

No matter what the situation, if you're not sure whether what you're doing could be considered a facilitation payment, check with your attorney. This is one area where you want to take that extra time to be sure.

Final Notes

To wrap this section up, I would like to stress the following.

Filmmakers work differently in each country. They have their own customs, their own way of doing business and their own pace at which they operate. Attitude is everything, and finding common ground in which to work is vital, because nothing is going to sabotage your production or create animosity more than coming into another country with an "ugly American" attitude that says we're better, we don't compromise; and it's got to be done our way. The knowledge you gain about that country, the success of your shoot, the help and cooperation you receive and the experience you have will be largely dependent on your understanding of local customs and laws and the respect and sensitivity you show your hosts.

Along the same lines, don't operate under the assumption that you can impress, intimidate or bribe your way into or out of another country. You're dealing with government agencies and must observe proper protocol while being respectful of agency officials. Gifts are not accepted, arrogant attitudes not appreciated and the entertainment industry is not afforded preferential treatment.

When dealing with customs and immigrations issues, use common sense; and when in doubt — *ask*.

Every show is different, every country is different and the rules change all the time. *Do your homework!* Don't assume that because you did a show in a certain country once before, that the procedures will be the same the next time.

Thanks to my pal Ty Warren for reviewing the first part of this chapter for me and for the helpful notes he sent back.

THE UNITED STATES AS A FOREIGN LOCATION

While U.S. citizens are traveling abroad to make films, filmmakers from other countries are coming to work here. The following summarizes the requirements for bringing cast and crew members from other countries into the United States, but it's just an overview. To ensure the proper and expedient handling of these issues, I highly recommend that you retain the services of a qualified immigration attorney – one with experience in obtaining temporary work visas for individuals in the entertainment industry. Even studio and outside entertainment/project attorneys will generally defer to the expertise of a lawyer who specializes in entertainment-related immigration issues.

The Immigration Act of 1990 introduced the newly created O and P visa classifications for the entry of importation of artists, entertainers, athletes, performers and related support personnel. Prior to the 1990 act, these individuals would have entered under the H-1B classification of distinguished merit and ability. With the introduction of the O and P visas, the H-1B classification is now limited to individuals in specialty occupations, as well as models. The H-2B classification, although more complicated to qualify for and far more time-consuming, remains an option for those who don't qualify for the O and P nonimmigrant visa categories.

O Visas

O-1 Visa: This visa is granted to those who possess extraordinary ability in the arts, sciences, education, business or athletics or have a demonstrated record of extraordinary achievement in the motion picture and television industry.

O-2 Visa: Granted to those entering the United States temporarily and solely for the purpose of accompanying and assisting an O-1 alien of extraordinary ability. These individuals must be highly skilled, possess all appropriate qualifications and significant prior experience and perform support services that cannot be readily performed by U.S. workers. Documentation is not only required to establish the qualifications of the O-2 petitioner, but also the past working relationship with the O-1 alien.

O-3 Visa: Granted to an accompanying spouse of an O-1 or O-2 alien and/or their unmarried children under the age of 21.

Before a petition may be approved for the O category, a consultation requirement must be met. In the field of motion pictures and television, consultation with both a labor union or guild and a management organization in the area of the alien's ability is required. The mandatory consultation requirement allows unions to have input on all O-1 and O-2 petitions requiring services in the motion picture and television industry. However, it's important to note that consultation with a management organization is also required, which may not be consistent with the union. Additionally, these consultations are advisory in nature only and aren't binding on the ultimate decision of the Immigration Service.

The O-1 and O-2 visa petition may only be approved for the time required to complete a specific event or performance and may not exceed three years. Extensions are granted one year at a time to continue or complete the same event or activity.

P Visas

The standard of eligibility is less restrictive than that of the O visas, because the P visas encompass a smaller scope of services.

P-1 Visa: This classification pertains to athletes who perform at an internationally recognized level of performance and seek to enter the United States temporarily for the purpose of competing at a specific competition or

tournament or for a limited athletic season. It also pertains to those who are members of internationally recognized entertainment groups. (The U.S. Attorney General may waive the international recognition requirement under special circumstances for a group that's nationally recognized.)

A P-1 entertainment group must have been established for at least one year, and 75 percent of the performers and entertainers in the group must have been performing in the group for at least one year. This classification additionally covers aliens who function as support personnel to individual athletes, an athletic team or an entertainment group. Again, the P-1 visa is granted only for the period of time necessary to complete the performance or event.

P-2 Visa: This category is reserved for an alien who performs as an artist or entertainer, either individually or as part of a group, and is to perform under a Reciprocal Exchange Program that is between an organization(s) in the United States and an organization in one or more foreign states. The P-2 entertainer petition must be accompanied by evidence that the group has been established and performing regularly for a period of at least one year, and must contain a statement from the petitioner listing each member of the group and the exact dates during which that member has been employed on a regular basis by the group. Evidence must also be submitted to substantiate the international recognition of the group. These petitions must also include: (1) a copy of the formal reciprocal exchange agreement; (2) a statement from the sponsoring organization describing the reciprocal exchange as it relates to the specific petition for which P-2 classification is sought; (3) evidence that the appropriate labor organization in the United States was involved in the negotiation or has concurred with the reciprocal exchange; and (4) evidence that the aliens and U.S. artists or entertainers subject to the reciprocal exchange possess comparable skills and experience. Unlike the P-3 visa, it's important to note that the P-2 visa doesn't require a finding of cultural or ethnic uniqueness.

P-3 Visa: An alien who performs as an artist or entertainer, individually or as part of a group, and seeks to enter the United States to perform, teach or coach as such an artist or entertainer, or with such a group, under a commercial or noncommercial program that's culturally unique may qualify for this classification. A P-3 petition must be accompanied by substantiation from recognized experts attesting to the authenticity and excellence of the alien's or group's skills in performing or presenting the unique or traditional art form. Evidence must also be submitted indicating that most of the performances or presentations will be culturally unique events sponsored by educational, cultural or governmental agencies.

P-4 Visa: The spouse and/or children under 21 years of age of a P-1, P-2 or P-3 alien who's accompanying or following such alien may enter on this visa.

As with the O nonimmigrant category, a consultation requirement is also required with the P nonimmigrant category. Written evidence of consultation with an appropriate labor organization regarding the nature of the work to be done and the alien's qualifications is mandatory. The permitted length of stay for all P classifications is generally the time necessary to complete the event or events for which nonimmigrant status is sought with a maximum period of one year. Extensions of stay may be granted for periods of one year to complete the event.

Performers' agents who routinely negotiate employment for their clients are allowed to file O and P classification petitions on their behalf. Such petitions must provide a complete itinerary of the event(s) as well as the contract(s) between the third-party employer(s) and the alien. The contract between the agent and the alien specifying the wage offered and the conditions of employment must also be submitted.

It's recommended that applications for visas be submitted as early as possible, but not more than six months prior to the proposed project. Documents needed to apply for the visa are as follows:

- A Petition for a Nonimmigrant Worker Application, Form I-129, completed and signed. You can access the latest electronic application at the U.S. Citizenship and Immigration Services website, www.uscis.gov.
- A Supplemental Nonimmigrant Visa Application, Form DS-157, requiring additional information regarding travel plans is required for all male applicants between 16–45 years of age and for all applicants (age 16 and over, irrespective of gender, without exception) from countries designated as state sponsors of terrorism: Cuba, Syria, Sudan and Iran. A consular officer may actually require any nonimmigrant visa applicant to complete this form.
- A passport valid for travel to the United States with a validity date of at least six months beyond the applicant's intended period of stay in the United States (unless country-specific agreements provide exemptions). If more than one person is included on the passport, each person desiring a visa must make an application.
- As part of the visa application process, an interview at the embassy consular section is required for almost all visa applicants. The waiting time for an interview can vary, so early visa application is strongly encouraged. During the visa interview, an ink-free, digital fingerprint scan will be quickly taken as well as a digital photo. Some applicants will need additional screening and will be notified when they apply.
- One 2"×2" photograph.

To check out the fees associated with these visas, go to travel.state.gov/visa/temp/types/types_1263.html#temp.

H-2B Visas

Entertainment personnel who don't qualify as aliens of extraordinary or exceptional ability to be classified in the O and P categories, or as support personnel of an O-1 or P alien, will have to consider using the H-2B classification. For a lesser-known entertainer or technician or support personnel involved with a project that began abroad and needs to be completed in the United States, when the principal entertainer is a U.S. citizen, this category is the best option available. Keep in mind however that because there are more restrictions placed on H-2B applicants than those applying for O and P visas, you don't want to apply for an H-2B without at least the guidance of an immigration attorney.

Requirements for the H-2B classification are as follows: (1) the position to be filled by the alien is one for which the employer has a temporary need, and (2) certification is sought from the U.S. Department of Labor that unemployed persons capable of performing the labor are not available in the United States and the employment of the alien will not adversely affect the wages and working conditions of workers similarly employed in the United States.

The Department of Labor (DOL) has published detailed guidelines for the criteria and procedures to be followed for all H-2 requests in the entertainment industry. Applications for temporary Labor Certification should be filed at least 60 days (but no more than 120 days) prior to the proposed commencement of services to ensure completion and processing by the DOL. In addition to submitting Form ETA-750, Part A, the application must include an itinerary of locations where the alien will work, together with the duration of work in each location, as well as documentation of any recruitment efforts taken by the employer. Proof is required to establish that there are not sufficient U.S. workers able, willing, qualified and available for the employment. Two principal sources of recruitment are always required: an advertisement placed in a national (trade) publication six weeks prior to filing the paperwork, advertising for this particular position/role, and a request to the appropriate labor union regarding membership availability.

With regard to talent, casting session information and a letter from the casting director stating the particulars of the casting search in the United States and reasons for the use of an actor from another country should be included. It must be stressed in the letter that this particular actor is the only one who can properly portray the part as it's written.

The Department of Labor grants labor certifications for periods not exceeding 12 months. If the intended duration of employment is more than one year, a new application must be submitted for any additional year or part thereof, but temporary employment must not exceed three years.

Additionally, a copy of all applications and documentations should also be sent to the appropriate union or guild, where they're reviewed and a recommendation of acceptance or denial is then issued and forwarded to U.S. Citizenship and Immigration Services (USCIS). Check with your local union or guild office to find out who your contact is pertaining to the employment of aliens. After certification approval has been obtained from the Department of Labor, the temporary labor certification, together with completed I-129H forms are sent to the Regional Service Center of the USCIS having jurisdiction over the intended place of employment. This form is three pages long and requires information on the petitioner, the beneficiary, and the signature of the petitioner.

As the DOL determination is only advisory, the USCIS can still approve an H-2B classification even in the absence of the certification. Petitions submitted to the USCIS should include a statement from the employer explaining the reasons it's unfeasible to hire U.S. workers to fill the position offered and the factors that make the position offered temporary in nature.

Once the I-129H form is processed and labor certification is cleared, the applicant can go to the American Consulate in their country and apply for their visa. They cannot apply until it's been approved and cleared in this country. The USCIS will notify the petitioning employer, as well as the appropriate consulate that said individual has been approved for a visa. With respect to talent, when the Immigration Service has finalized everything, the actors must be cleared with SAG, either checked through Station 12 or Taft/Hartleyed, before they can work.

For further information, first contact your attorney and then the Employment Development Department's Alien Certification Office, U.S. Department of Labor, and the U.S. Citizenship and Immigration Services office closest to your base of operations.

Thanks to immigration attorney Ralph Ehrenpreis and his staff for helping me update this section of the chapter. Ralph Ehrenpreis Immigration and Naturalization is one of the oldest law firms in California practicing exclusively in the area of Immigration and Nationality law. For more information on the services they provide, go to www.ralphehrenpreis.com

Chapter 21

Travel and Housing

INTRODUCTION

One of the best things about being in this industry is the chance to travel, but making all the arrangements to travel a cast and crew to a distant or foreign location can be a demanding and often frustrating and thankless job. So my hat is off (and yours should be, too) to all the travel coordinators, production coordinators and assistant coordinators who take on these responsibilities.

TRAVEL CONSIDERATIONS

The act of traveling cast and crew to a distant or foreign location is well-regulated, starting with the production company's obligation to carry a *Travel Accident Policy* as part of their insurance package. Additionally, union and guild guidelines stipulate which individuals should be afforded first-class tickets (if first-class travel is available to your location) and that all personnel traveled to a distant location must return to the point of origin upon completion of their work assignment. It's not uncommon for nonunion shows to follow the same return-to-origin procedure, as it safeguards the production's liability. That's why studios and production companies make it perfectly clear that they're not responsible for individuals who wish to travel on their own. However, smaller independent companies are sometimes a bit more flexible when it comes to travel, and individuals who make their own travel arrangements may be reimbursed for their mileage or the equivalent price of a plane ticket. Should you be approved to travel on your own, make sure to give the production office a copy of your itinerary.

Production coordinators and/or assistant coordinators were the ones who traditionally handled all travel and housing arrangements when a film unit shoots on a distant or foreign location. Some shows, however, are so large and/or their many locations so spread out, that their production coordinators would end up with little time for anything other than travel. It's therefore fairly common now for larger shows to employ a dedicated travel coordinator. But whether you can hire a travel coordinator or not will largely depend on how many members of the cast and crew will be traveling and whether your budget can accommodate the additional person.

An issue that comes up often and that I would like to clarify is that it isn't the production or travel coordinator's responsibility to make personal travel arrangements for the friends and family of cast and crew members who wish to come visit on location. If asked nicely, and if they can find the time in their already hectic day, they might be willing to do so; but this would be their choice and not something that should be expected.

Major studios and several independent production companies have their own in-house travel departments; and when doing a show for them, one of their travel reps will be assigned to your project. The production or travel coordinator will then interact with this person for all the production's travel, limo, rental car and chartered flight needs. The travel coordinator will also be given an after-hours contact person and number to call for travel needs that may arise after the rep has gone home for the evening. (In some cases, the assigned travel rep may be the after-hours contact person as well.) The way the process generally works is that the production or travel coordinator will fill out a request form called a "TA" (travel authorization) and/or a purchase order for the travel being requested. Information is verbally given to the travel rep, so he or she can start checking reservations and tentatively lining up itineraries. At the same time, the TA is sent to the show's designated production executive for approval or a purchase order for the travel costs is approved by the UPM. Once approved, a copy of the signed TA or PO is faxed, e-mailed or handed over to the travel office, so arrangements can be finalized and tickets purchased. At some studios, the TA system is processed entirely online.

The travel rep will then fax or e-mail a confirmed itinerary back to the production office, and electronic tickets are arranged for. If you're not working for a studio, there is no TA system in place and no production executive to approve travel arrangements, then it's the producer's responsibility to sign off on all travel before final reservations are made and tickets are purchased. Sometimes, both the producer and production executive are required to authorize travel.

If you're not associated with a studio or production company that has its own travel department, you're likely to enlist the services of an independent agency and agent to help you with your show. Number one rule: use an agency

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that's familiar with how film companies operate (and can take ever-changing travel plans in their stride), and ask for (and check out) references from other people who have used them on other shows. Also, make sure they:

- Can offer an after-hours contact and phone number
- Have good relationships with airline reps who can offer group discounts and help with product placement deals
- Have good rental car and limo service contacts
- If desired, can offer *Meet & Greet* services at the airport (this service entails having someone at the airport to meet arriving cast and crew, help them with their luggage and check-in, escort them to a VIP waiting room, etc.)
- Can help with chartered and helicopter flights if necessary

There are going to be times when travel or production coordinators find themselves up the creek without the help of an in-house or private travel agent and must deal directly with the airlines, limo companies, rental car companies, etc. So it's important for them to build travel industry relationships on their own, or at the very least, maintain a list of solid contacts they know they can rely on.

Crew travel dates are dictated by the production manager. As for the cast, the second ADs will usually be the one to anticipate travel dates by considering contractual obligations, rehearsal schedules, wardrobe fittings, hair and make-up requirements, etc. But it's the producer who has the final say on when the cast travels.

Union and guild regulations specify that a travel day is a work day (paid at straight time, so no premium pay is incurred). The cast receives a full day's pay for a travel day, and crew members are entitled to a minimum four-hour day or maximum eight-hour day, depending on their particular union/guild, where they're flying from and to and the overall deal they (or their agents) have negotiated. As it behooves everyone involved for travel times to be as short as possible, it's customary to book early, nonstop flights, so if there are any delays, there's also some wiggle room. The requests of those who prefer taking the last flight of the day are usually discouraged unless approved by the producer.

On days when the cast and/or crew travels and then works, their call time is the time their flight takes off. If travel is scheduled following a partial day worked, then they're off the clock when they arrive at their agreed-upon destination. So assuming that flight options are available, a good travel coordinator will be aware of how travel schedules can affect payroll (and thus the budget).

The production or travel coordinator is also responsible for the following:

- As applicable, filling out TAs and/or POs
- Scheduling direct, nonstop flights whenever possible
- Providing those traveling with their itinerary as well as all applicable contact and emergency phone numbers; also, reminding everyone to carry a photo ID (passport if applicable) with them
- Helping to arrange for passports on short notice when needed
- Confirming that existing passports won't expire while a cast or crew member is on location. The rule of thumb is that they should be valid six months past the date of departure
- Contacting actors' agents regarding travel and housing arrangements
- Arranging for ground transportation to and from airports for traveling cast and select crew members. Most crew members are expected to make their own arrangements and are reimbursed for the reasonable cost of ground transportation (cabs, airport shuttle vans, etc.) to and from airports. (They're also reimbursed for luggage fees.)
- When called for, arranging for *Meet & Greet* and/or the use of the VIP waiting room at the airport
- If everyone is not traveling in one group, making sure cast and crew members know where they're going to be met when they arrive: at the arrival gate in the terminal, in baggage or outside of baggage. (Awaiting drivers generally hold up signs with the name of the show or the names of arriving passengers.)
- Maintaining an updated list of airlines that fly to and from your location, phone numbers of the airlines, contact names of the airline reps and a schedule of all flights to and from the production's locations.
- Preparing Movement Lists and Individual Travel Itineraries.
- Dealing with the hotel(s) and rental units, negotiating rates, booking rooms and locating housing for the show's VIPs (if there isn't a dedicated housing coordinator on the show).

They're also constantly having to deal with shooting schedule changes that could potentially affect the travel schedules of the entire shooting company. They interact with producers and directors who often can't make up their minds when they want to leave or where they want to stay as well as actors and their reps, one of whom can sometimes be more labor-intensive than 50 crew members. My friend Mimi McGreal is the best travel coordinator I know and has the patience of a saint. When on a show, she's on call 24/7 in case changes are made and/or someone needs to be brought to location or sent home at the last minute. It's also not unusual for her to be awakened extremely early on a Sunday morning by a crew member who's unapologetic about calling so early and whose only concern is being able to once again change his flight arrangements home – even though he's not leaving for another two days.

General Travel Information

For union cast members, the transportation provided must be first-class, unless six or more performers travel on the same flight and in the same class within the continental United States – in which case, coach class is acceptable.

(This rule is most often only used for stunt performers, as most shows provide actors with first-class travel regardless of whether six or more performers are on the same flight.) Whether cast members who *can* be flown coach actually are will depend on their individual deals, the type of flights available to a specific location and the accessibility of first-class seats when needed. Bus transportation is acceptable when no other means are available. For interviews and auditions only, performers may travel other than first-class on a regularly scheduled aircraft. When traveling internationally, all performers are flown first-class.

As for the crew, certain people are afforded first-class travel by virtue of their affiliated union regulations and others by virtue of their deal. On domestic flights (including flights to Mexico and Canada), everyone else is usually transported via coach class. On international flights (excluding Mexico and Canada), those not flying first-class will almost always be flown business-class, pending seat availabilities.

Should individuals not being afforded first- or business-class travel wish to take it upon themselves to upgrade their class of travel, they can do it on their own by paying the production for the difference in cost or by using personal frequent flyer miles. Keep in mind, however, that once crew members choose to use their flyer miles to upgrade, they must do it on their own. At that point, the travel coordinator can no longer access their records, and they become responsible for making all future travel changes.

For the latest on the ever-changing laws and guidelines pertaining to travel, packing, what constitutes a carry-on, what can be carried on, getting across borders, etc. (information that you'll want to provide to your cast and crew), check out the following websites, which provide a tremendous amount of invaluable information.

Transportation Security Administration: www.tsa.gov
U.S. Customs and Border Protection: www.cbp.gov
Department of Homeland Security/Travel Information: www.dhs.gov/files/travelers.shtm

When traveling to another country, be aware that most countries will not permit you to carry your personal tools, equipment or desktop computers (tools of the trade) with you unless they're preregistered or under a carnet (depending on the country), and you can provide the proper documentation.

Movement Lists and Individual Travel Itineraries

It's essential to keep certain people informed as to who is traveling and when – most of all, the people who are doing the traveling. Movement lists provide a basic schedule of who is traveling, when and how. They're generally distributed to the producer(s); director; production manager, supervisor and coordinator; assistant directors; production accountant; transportation coordinator; location manager (if applicable); studio or production company executives and the insurance company. This information is used to determine per-diem payments, schedule vans and drivers for airport pickups, establish how many hotel rooms will be needed on any given night, etc. Department heads from Hair, Makeup, Wardrobe and Props and the stunt coordinator will also often request copies of movement lists, so they know when cast members are arriving on locations and can schedule fittings and meetings, and Props can fit performers with jewelry, eye glasses, etc. At the end of this chapter, you'll find a general *Movement List* form that can primarily be used if many (or all) members of a shooting company are scheduled to travel at the same time. Also included is a *Quick Reference Travel Movement* form, which can be used to track any number of individuals traveling to any location.

An *Individual Travel Itinerary* (also located at the end of the chapter) is used to inform people traveling of all the specifics associated with their trips, including details relating to ground transportation to and from the airport; their flight; their plane ticket and per diem; where they will be staying; the address, phone number of the location-based production office and when they're currently scheduled to return.

HOUSING

On huge shows, with hundreds of cast and crew members arriving from various parts of the globe, the production may hire a housing coordinator to handle nothing else. And while I've never worked with one, there are also corporate housing firms that specialize in finding and negotiating hotel/motel/rental deals for shooting companies on location. On fairly large to mid-size shows, when a majority of the cast and crew is flown in, housing will generally fall under the domain of the travel coordinator. On smaller shows, with smaller budgets and for which not many people are transported to location, it would be the production coordinator and/or assistant coordinator whose laps these duties would fall into.

Choosing hotels, motels and rental units on location will depend on where your location is (you want them to be as close to your shooting locations as possible to cut down on daily travel time back and forth to the set), the availability of lodging in that town, how long you're going to be staying and your budget. Not all hotels can accommodate an entire shooting company, so while one is generally selected to serve as the production's headquarters, often two or three are used to house an entire shooting company.

Factors to consider when scouting hotels:

- The most obvious – the cleanliness of their rooms. (No matter how inexpensive they are, if they're not clean, keep looking.)
- Will they give you a fair group rate (based on the going room rates in the area)?
- Will they give you the same per room rate whether a room's furnished with a king bed, two queens, and is occupied by one person or two?
- Have they housed other film companies before? Great if the answer is "yes" and they still want your business.
- Do they have suites available for the producer, director and lead cast?
- Do they have a restaurant and/or coffee shop, and would they be willing to open early or stay open late to accommodate shooting hours?
- Do they offer room service? If so, during which hours?
- Do they have ample parking for all company vehicles (trucks and trailers included)?
- Is the cost of parking included?
- Do they offer free Internet?
- Are there restaurants, markets and shops within walking distance of the hotel/motel?
- Would your catering and/or camera trucks be able to pull up to an electrical outlet, so they could plug in for the night?
- If necessary, do they have a banquet room that could be used for meetings?
- If you're going to be shooting nights, would they be willing to reschedule housekeeping – cleaning rooms in the evening and not vacuuming or doing anything noisy near crew-occupied rooms during the day?
- Do they accept pets (there are always a few people who travel to location with their dog or cat)? If so, is there an additional charge or any special requirements?
- If needed, would you have access to their copier and fax machines? If so, how much per page would they charge? And if so, would you have access to these machines at any hour of the day or night?
- Do they have washing machines and dryers that the production could use when not in use by the hotel/motel?
- Would they be willing to throw in a meeting or banquet room or two or a few adjoining guest rooms that could be converted into temporary offices at no extra cost? If so, would you be allowed to have outside phone lines installed in those rooms (enough to accommodate phone, fax and DSL lines)?
- Would they be able to supply refrigerators and/or microwaves in the rooms (if not already there)?
- For those people who might need to work from their rooms, would rooms have a phone that's located on a table or desk, and would it have a sufficiently long cord? (It's not easy to work from a phone with a short cord that's right next to the bed.)
- Would they be willing to waive the cost of local phone calls?
- Would they mind posting a call sheet and map in their lobby each evening?

Not many hotels or motels will be able to accommodate everything on your wish list, but the more they can say yes to, the more desirable they become.

Once you've selected a hotel and negotiated a deal, you'll be expected to sign a contract and pay a deposit (usually to be applied toward the final bill). Most deposit requests are for one night's stay for the entire shooting company. The agreement that you sign should include provisions for schedule changes or cancellation. As the hotel has agreed to block a significant number of rooms for a specified period of time, much will depend on how much notice you can give them in the event of a change and whether they have sufficient time to rebook the rooms. Many of the larger hotels will give you the flexibility of canceling up to seven days prior to scheduled arrivals. After that, the minimum they may require is a cancellation fee equal to your first night's reservations. With a sufficient amount of notice, you should be able to postpone your hotel dates without penalty – whether it's for one person or the entire company.

Make sure the hotel understands that the production is paying for rooms and tax only. Everyone staying there will be responsible for their own incidental charges, and the hotel is responsible for obtaining a credit card from each individual against their incidentals. As this is standard procedure, most crew members are good about doing this.

As part of their deals, principal cast members, producers, directors and DPs are often given a weekly living allowance while on location that incorporates their housing. If there are individuals on your show who have this type of deal and choose to stay at the hotel, the hotel should be given a list of their names and informed that they'll be responsible for the cost of their rooms, plus tax, as well as their incidentals. Also under these circumstances, inform those involved of their room choices before reserving suites for them. Because they're paying for it, they may want less-expensive rooms (or maybe not), so ask.

Your main hotel contact is generally the sales manager and possibly one other individual from the sales department or front desk. Production-related requests should be directed toward these people only. Likewise, inform your crew that any complaints they might have about their rooms or the facilities are to go through the production office. The greater the number of people who get involved, the greater the chance for miscommunications and mistakes.

Without even being asked, cast and crew members will generally inform you (prior to traveling to location) as to

their preferences in hotel rooms. And if you use the *Crew Information Sheet* (found in Chapter 6), it asks for hotel preferences, which can be a big help when making reservations. (Let it be known, however, that granting these requests will solely be based on hotel availabilities.) Supply the hotel with a list of arrivals (names, dates and approximate times of arrival), the type of room each person has requested (if available) – a suite, king-size bed, two beds, a room on the ground floor, etc., and indicate when each person is scheduled to check out. Keep the sales manager or reservations clerk alerted as to any last-minute additions and/or changes in arrivals and departures.

Make sure the hotel rooms are ready for cast and crew members when they arrive, even if they arrive early in the day (before check-in time). If you let them know in advance of your need for early check-ins, they may waive the extra night's fee if the hotel has vacancies anyway, or they may just charge you a half-day fee for an early check-in.

Your hotel office space should be able to accommodate a UPM, production coordinator, assistant coordinator and a couple of PAs, a two- to four-person accounting office and possibly a transportation office. The camera and sound departments might work out of their trucks/trailers, but occasionally you'll need rooms to store equipment. You'll most likely need ample space for Wardrobe as well as Editing. If rooms for equipment, Editing, and Wardrobe are at the hotel, they should be on the ground floor and have dead-bolt locks on the doors.

Keep your own list (see the *Hotel Room Log* at the end of the chapter) of when each person checks in and out, and compare it against the hotel bills. It may be helpful to keep a second list (in alphabetical order) for quick reference in addition to the Hotel Room Log that categorizes everyone by department and arrival date.

If the hotel is busy, think about reserving a couple of extra rooms, just in case the schedule changes and additional cast or crew have to be brought to location earlier than anticipated (most hotels won't charge you for holding extra rooms, as long as you release the ones you won't be needing early each afternoon, so they can be rented that night). Find out the status of available rooms should your show run over schedule and the company have to stay longer than anticipated. Check out the availability of rooms at other hotels and motels in the area should they be needed.

In order to create a positive experience for all involved and give the hotel reason to welcome other film companies in the future, a good relationship with the hotel can't be underestimated. The hotel management needs to feel that those they're dealing with – the travel or housing, coordinator, production coordinator and/or UPM – are on their side and that they're not being taken advantage of. It's therefore in everyone's own best interest to treat the hotel staff with courtesy and respect. Never come in with a sense of entitlement by virtue of the fact that you're a film company, and take the hotel's concerns seriously when there's a problem.

Under the best of circumstances, it's been my experience that certain members of the hotel management staff become like part of the crew. And it's amazing how far they'll go to keep their guests comfortable and (often) entertained – like those who host weekend barbecues, parties and other events for the cast and crew. But this only happens when consideration and appreciation is reciprocal.

There's Always Someone

It's not unusual to have a problem with a member of your cast or crew who's become a nuisance for the hotel. Problems might include smoking in a nonsmoking room, making too much noise and disturbing other guests, damaging hotel furniture or using drugs. I was on a show once where the lead actor's dog was wreaking havoc on the hotel, and we were given a choice – the dog goes or the entire shooting company goes. Guess which option we chose (and fast)? Oh, and by the way, for those faced with cast or crew members causing trouble at a hotel, you might be well-served by letting the producer step in on these matters.

It's also not unusual to encounter individuals on the shooting company who aren't happy with their accommodations. The travel, housing or production coordinator needs to be helpful whenever possible and take the time to listen to all complaints, because many are legitimate. Sometimes alternatives can be offered, and the solution is an easy fix. But there are other times when it is what it is, and the problem isn't fixable. The most common cause for this usually stems from remote locations and small towns that offer very few hotel/motel options and rooms that leave something to be desired. As long as the production does the best it can with what it has to work with, *most* cast and crew members will roll with the punches. I worked with a UPM once who always asked for the worst room in the hotel. That way, when someone on the crew complained, he'd take the upset person to his room and offer to trade with them. The complainer would usually rush back to his or her own room – happy to have it.

Those handling housing have to be sensitive to the needs of their cast and crew, be honest about the accommodations being provided (so everyone knows in advance where they'll be staying) and be able to offer options whenever possible. Those who complain all the time and can't be appeased by a travel, housing or production coordinator should be invited to take their cases to the UPM.

Tales from The Trenches

I was once brought in on a film that was shooting in a small southern town that had only one old, rundown motel. When you sat on the edge of the bed, the mattress sank to the floor. And when you held up the old, stained bedspread, it was so thin, you could see through it. There were holes in the carpet. And the shower – well, you wouldn't want to step foot in it without shoes on. The next town over had a much nicer motel, but there weren't going to be any availabilities for a while, so we were stuck – all of us. I came to the production late and hadn't been around when the motel deal was made, but after seeing my room, I promptly marched to the hotel manager's office to see if anything could be done to improve our accommodations. I was told that renovations had been ordered but weren't scheduled to start quite yet. I pleaded for at least new bedspreads and was told they were on order. And each evening when I arrived back at the hotel after work, I checked in at the front desk to ask if the new bedspreads had arrived. And for weeks I heard: "Sorry, no, not today ... check back tomorrow." Word soon spread among the crew, and they would tease me about my quest for the new bedspreads. About two-thirds of the way through our shoot, rooms opened up at the motel in the next town, so some of us moved. But I still checked every evening, and the bedspreads finally did arrive – on the day we wrapped.

For years afterward, when I'd mention to my friend Pat (who was the unit publicist on that show) that I'd been on a trip, instead of asking me if I'd had a good time, she'd ask me how the bedspread was.

The moral to this story is to know what you're getting into before you get there, and be ready to make it better or shoulder the complaints you're going to be getting.

Alternative Housing

Once on location, even if your hotel room isn't quite what you had hoped, you're not likely to be spending much time there. And it definitely has its advantages – like having your room cleaned and your bed made up for you each day, the room service and/or the coffee shop downstairs (as if we have much time for cooking anyway). But when on location for an extended period of time, some prefer to stay in rental units – apartments, condos and/or homes. Not everyone likes living in a hotel room for months on end, and there are those (like me) who like having a kitchen for those rare occasions when I can cook my own meals or have friends over for dinner. In fact, when on location in Squaw Valley, Mexico and Kauai, I have lived in beautifully furnished condos with an extra bedroom so that I could invite friends to come visit. It worked out great – especially for my friends. The downside for me was that because I work so many hours, I rarely got to enjoy much time in these lovely condos, although the little time I did get was great. It really got to me while in Kauai, especially in the mornings when I'd walk out to my cute little Mustang convertible carrying my computer and briefcase, while everyone else emerging from their condos were carrying surfboards, picnic baskets and beach towels. But oh well, if you've got to work long hours, Hawaii isn't a bad place to be.

Most productions will offer a housing allowance to those who prefer not to stay at the hotel – usually the equivalent of what a hotel room would cost. Some will pay the allowance on a weekly basis (usually the Thursday following each week, just like a paycheck), some on a monthly basis, depending on the show and who's making the rules. If you're getting an allowance, Accounting may ask you to sign a form releasing the production from any further responsibility pertaining your housing, which also means that if you decide on a rental unit that requires a security deposit or month's rent up front, and you're only getting your housing allowance once a week, you're on your own. Unless it's part of your deal, the production will not pay the deposit for you.

But there are individuals whose deals do include luxury housing – certain actors, producers, directors and DPs – again, depending on the show and budget. And when this is the case, the production will make all necessary arrangements and cover all deposits and rental fees.

If your show has a travel or housing coordinator, he or she will probably have a list of local rentals. If you're on your own when it comes to finding housing, then you're going to want to contact rental agents and brokers in the area. If you're going to be needing the rental for a long period of time, you can usually negotiate a more favorable rate than someone just renting for a couple of weeks or a month. The film commission office should be able to give you the names and numbers of local rental agencies.

It should be mandatory for those who choose to make their own living arrangements to inform the production office of where they're staying, and if not reachable on a cell phone, how they can be reached. Although some people prefer to keep this information confidential, it should be made clear that it's for emergency purposes only (like in the event of an evacuation).

Thanks to my pal, Mimi McGreal, for fine-tuning this chapter for me.

FORMS IN THIS CHAPTER

- Travel Movement – primarily used when many (or all) members of a shooting company are scheduled to travel at the same time
- Quick Reference Travel Movement – used to track any number of individuals traveling to any location
- Individual Travel Itinerary
- Hotel Room Log
- Hotel Room List
- Meal Allowance – form used for individuals signing for their per diem

TRAVEL MOVEMENT

SHOW HERBY'S SUMMER VACATION PROD # 0100
TRAVEL FROM LOS ANGELES, CA TO MILWAUKEE, WISCONSIN
DAY/DATE MON., SEPT. 20, 19XX AIRLINE WISCONSIN AIR
TYPE OF AIRCRAFT 747 MEAL(S) LUNCH MOVIE YES
FLIGHT # 230 DEPARTURE TIME 11:00 A.M. ARRIVAL 5:15 P.M. FLIGHT STOPS IN
CHANGE TO FLIGHT # DEPARTURE ARRIVAL

NAME	POSITION	GROUND TRANSPORTATION TO AIRPORT	TO BE PICKED UP @	GROUND TRANSPORTATION FROM AIRPORT
SWIFTY DEALS	PRODUCER	LOU'S LIMO SER.	10:00 A.M.	MILWAUKEE DRIVER ~~TO PICK UP CREW~~
SID CELLULOID	DIRECTOR	LOU'S LIMO SER.	9:45 A.M.	OUTSIDE OF ~~BAGGAGE~~
FRED FILMER	UPM	DRIVER TO PICKUP	9:30 A.M.	AREA
F. STOPP	DIR. OF PHOTOG.	DRIVER TO PICKUP	9:45 A.M.	

HOTEL MILWAUKEE GRAND
Address 12345 WISCONSIN BLVD. MILWAUKEE, WISCONSIN
Phone # (414) 555-2000

DIRECT # TO PRODUCTION OFFICE (414) 555-2376
FAX # (414) 555-2352
ADDITIONAL INFO.

© ELH

QUICK REFERENCE **TRAVEL MOVEMENT** DATE: 8·6·XX

SHOW: HERBY'S SUMMER VACATION *NOTE -- the following information is subject to change*

NAME	POSITION	DATE LEAVING	GROUND TRANSPORTATION TO AIRPORT	FLIGHT INFO.	GROUND TRANSPORTATION FROM AIRPORT	HOTEL ACCOMMODATIONS
SWIFTY DEALS	PRODUCER	8/7	LOU'S LIMO SERVICE	WISCONSIN AIR #2003 - LV. L.A. 9A ARR. MILWAUKEE 5:15P	LOCAL LOC. MGR.	THE MILWAUKEE GRAND (555-2000)
SID CELLULOID	DIRECTOR	8/7	LOU'S LIMO SERVICE	↓	↓	↓
FRED FILMER	4PM	8/7	LOU'S LIMO SERVICE	↓	↓	↓
KATIE KANDU	SCRIPTSUPV'R.	8/12	TRANSPO. DRIVER	WISCONSIN AIR #2009 - LV. L.A. 7A ARR. MILWAUKEE 1:15P	HOTEL VAN	GOOD NIGHT INN (555-7220)
PHIL M. CANN	CAMERA OPERATOR	8/12	SELF	SAME AS ABOVE	HOTEL VAN	SAME AS ABOVE
CAL BLOOEY	SPEC. EFX. COORDINATOR	8/15	TRANSPO. DRIVER	WISCONSIN AIR #2006 LV. LA 11:15A - ARR. 5:30P	CAB	WINDSOR APARTMENTS (555-7632)

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INDIVIDUAL TRAVEL ITINERARY

SHOW_____ DATE _____

COMPANY _____

ADDRESS _____ PHONE#_____

_____ FAX# _____

DATE SCHEDULED TO TRAVEL _____

LOCATION(S) _____

Current weather conditions are: _____
We will be shooting_____ nights, and the weather at night during this time of year is anticipated to be: _____. Please pack accordingly.

GROUND TRANSPORTATION TO: ☐ THE AIRPORT ☐ LOCATION

☐ Company will send a car for you @ _____ ☐ a.m. ☐ p.m.

☐ Report to _____ to take shuttle bus at _____ ☐ a.m. ☐ p.m.

☐ Please provide your own ground transportation to the airport, and the production will reimburse you for the airport shuttle van or cab fare

Be at the airport no later than _____ ☐ a.m. ☐ p.m. for check-in

FLIGHT INFORMATION

Airport _____

Airline _____ Flight # _____ Departs at _____ ☐ a.m. ☐ p.m.

Change of plane in _____

Airline _____ Flight# _____ Departs at _____ ☐ a.m. ☐ p.m.

Arrives at _____ ☐ a.m. ☐ p.m.

YOUR AIRLINE TICKET

☐ Your electronic ticket is attached

Record Locator No:_____

Electronic Ticket No: _____

YOUR PER DIEM

☐ Pick-up @ the prod. office before you leave

☐ You will receive it when you get to location

Note: be sure to bring a picture ID with you to the airport. If your passport is needed, it should be valid for 6 mos. after the date of departure.

GROUND TRANSPORTATION FROM THE AIRPORT

☐ You will be picked-up by a company driver: ☐ at the arrival gate ☐ in the baggage area ☐ outside of baggage

The driver will have a sign with: ☐ your name on it ☐ the name of the show on it

☐ A rental car will be waiting for you at the airport - Rental Car Company _____

Type of car _____ Confirmation No. _____

☐ Take a cab from the airport to the hotel ☐ Take the hotel shuttle van from the airport to the hotel

HOTEL/MOTEL ACCOMMODATIONS

Hotel/Motel _____

Address _____

_____

Phone No. _____

Fax No. _____

LOCATION PRODUCTION OFFICE

Address _____

_____

_____

Phone No. _____

Fax No. _____

IF YOU'RE HAVING YOUR MAIL FORWARDED TO YOU WHILE YOU ARE ON LOCATION, HAVE IT SENT:

☐ to the home office (it will be forwarded to location) ☐ to the production office on location ☐ to the hotel

RETURN: You are tentatively scheduled to return on _____

SHOW: _____ HOTEL ROOM LOG

HOTEL: _____ DATE(S): *from* _____ *to* _____

Address: _____ WEEK/ENDING: _____

_____ Contact: _____

Phone: _____ Fax: _____ *Contact E-Mail:* _____

NAME	POSITION	CONF#	PO/TA#	ROOM TYPE	ROOM#	ROOM RATE	DATE IN	DATE OUT	LATE CHECK-IN NOTES	TOTAL DAYS

HOTEL ROOM LIST

SHOW HERBY'S SUMMER VACATION PROD # 0100

HOTEL MILWAUKEE, GRAND LOCATION MILWAUKEE, WIS.

ADDRESS 12345 WISCONSIN BLVD.
MILWAUKEE, WISCONSIN LOCATION DATES 9-20-XX Through 10-30-XX

PHONE # (414) 555-6000 FAX # (414) 555-6001

NAME	POSITION	ROOM #	DIRECT #
Production Office	----------	103	555-6376
Accounting Office	----------	101	555-6374
Transportation Office	----------	105	555-6372
Editing Room	----------	107	555-6370
SWIFTY DEALS	PRODUCER	215	
SID CELLULOID	DIRECTOR	220	
A. DEES	1ST ASST. DIR.	330	
KATIE KANDU	SCRIPT SUPV'R.	307	
PAULA PROPS	PROPERTY MASTER	217	
MIKE BOOM	SOUND MIXER	302	

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MEAL ALLOWANCE

SHOW HERBY'S SUMMER VACATION PROD # 0100

LOCATION MILWAUKEE, WISCONSIN WEEK OF SEPT. 20 - 26, 19XX

MEAL RATES
BREAKFAST $ 8-
LUNCH $ 12-
DINNER $ 20-

NAME	DAY	MON			TUE			WED			THUR			FRI			SAT			SUN			TOTAL	SIGNATURE
	DATE	9-20			9-21			9-22			9-23			9-24			9-25			9-26				
		B	L	D	B	L	D	B	L	D	B	L	D	B	L	D	B	L	D	B	L	D		
A. DEES		-	-	20	8	-	20	8	-	20	8	-	20	8	-	20	8	-	20	8	12	20	200	A. Dees
K. KANDY		-	-	20	8	-	20	8	-	20	8	-	20	8	-	20	8	-	20	8	12	20	200	K. Kandy
M. BOOM		-	-	20	8	-	20	8	-	20	8	-	20	8	-	20	8	-	20	8	12	20	200	
P. PROPS		-	-	20	8	-	20	8	-	20	8	-	20	8	-	20	8	-	20	8	12	20	200	
C. COORDINATES		8	12	20	8	12	20	8	12	20	8	12	20	8	12	20	8	12	20	8	12	20	280	
A. ACCOUNTANT		8	12	20	8	12	20	8	12	20	8	12	20	8	12	20	8	12	20	8	12	20	280	A. Accountant

APPROVED J. H. Filmer

TOTAL: $1360-

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Chapter 22

Shipping

INTRODUCTION

When you envisioned yourself working in this industry, I bet not one of you started with a vision of yourself spending months on end (from early morning until late at night), typing pro-forma shipping invoices (especially as you probably don't even know what they are – yet) and then going home and dreaming about typing them all night long, figuring out how to best get equipment over an international border while dealing with unscrupulous customs brokers, trying to guess how many LD-3s you're going to need to wrap your show, racing the clock to get a key prop or several boxes of raw stock to location before shooting begins for the day, discovering how to ship a cougar to Panama or a water buffalo to Hawaii. Shipping is just one of those things we find ourselves involved with that no one ever warned us about or offered us a class on how to do well. Although it may not be the most exciting part of the business, it's one of the most necessary, because when handled poorly, it can slow down a production, if not bring it to a total halt.

This is another chapter I could write an entire book on. You wouldn't think that shipping is a big deal, but take it from one who's been there and done it – it is! What's most amazing is that shipping always takes more time and costs more money than anyone thinks it should. Few people realize just how much detailed planning and organization is required to insure that absolutely nothing is held up because a shipment didn't arrive on time. And as in any other facet of production, when it comes to shipping, planning saves money.

If you plan to do a show away from your base of operations – whether it's in another state or province within the same country or another country, and you're planning on shipping any manner of equipment, materials, supplies, set pieces, vehicles, aircraft or animals – pay attention, because this chapter is going to help you a lot.

SHIPPING COMPANIES

The first thing you need to do is to find a company that specializes in shipping for the entertainment industry. Don't choose an all-purpose shipping company just because your Uncle Karl happens to works there. Stick with one that specializes in our business, because they know how we work, what we expect, have all the necessary international contacts and are familiar with the types of things we ship. You might want to talk to two or three of these niche companies – get a feel for how they operate, what they would charge and how they would specifically handle your show. Also check references and talk to others who have used their services.

These companies are technically freight forwarders and will first and foremost advise you as to the most effective way to ship your goods. As your shipper of record, they'll help you consolidate, prepare and arrange for all your shipments. If you're shooting out of the country and need a customs broker, they'll make arrangements for that, too. And they'll almost always be able to provide you with door-to-door service. Charges will be based upon destination, the mode of transportation selected and any additional services needed. Shipping company reps will give you an estimate of costs based on the volume you anticipate shipping. Once you've selected a company, they'll also file claims with the various carriers on your behalf if any of your cargo is damaged during the shipping process.

Once a company becomes your shipper, they'll not only be acting in your best interest and on your behalf with the appropriate air, ground and ocean carriers, but they'll be paying those carriers as well as retaining the services of and paying customs brokers, the drivers who make the pickups and deliveries, the haz-mat packers, etc. (as needed) for handling your shipments. So when they send you an invoice, understand that they've already paid for the services they're now charging you for. Stay aware of what you're being charged for and understand that those fees will quickly multiply if there's an increase in the number of shipments originally predicted, if loads are heavier or take up more volume than anticipated or if shipments became more complicated than expected. If your shipping rep is doing his or her job properly, you'll be informed of certain overages as they arise and often given the opportunity to make alternate choices. What's not okay is for production companies to decide that because they've gone over their shipping budget, that they're not going to pay their shipping company all that

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they owe, because they feel that the bills are too high. It's not fair to the company that's already laid out the funds to make sure that your shipments got through and nothing was held up. The time to dispute costs is *before* shipments are made – not after. Shipping can be expensive, costs add up fast, and they can easily get out of control if someone isn't staying on top of them and working closely with the shipping rep.

SHIPPING COORDINATION

Just as with travel-heavy shows using a dedicated travel coordinator, shows that entail a good amount of shipping commonly hire a dedicated shipping coordinator. Otherwise, the shipping chores are usually added on to the production coordinator and/or assistant coordinator's already very full plates.

Whether it's a shipping coordinator or production coordinator, one person should be *the* shipping contact for your production, and no one individual or department should be allowed to make their own shipping arrangements. Neither should anyone be allowed to place orders to be shipped directly by vendors without prior approval. You don't want to lose control over your ability to:

- Consolidate shipments
- Utilize the most cost-effective means of shipping
- Buy the same materials and supplies locally that crew members will inadvertently order directly from their vendors back home because it's easier, they're busy, used to doing it that way and their mind isn't on your shipping budget.

Once individuals, departments and vendors are allowed to make their own shipping arrangements (without prior approval), you lose control of your costs. I see it happen all the time, and the waste of money is maddening. On one show I was on, a make-up vendor Fed-Exed a large case of facial tissue to us on location – facial tissue! – a product we could have bought in any quantity at the local Costco. I thought that was pretty outrageous until I heard of two other shows – one in which two shipments of donuts were shipped from New York to London, and another where carrot juice was shipped from New York to the Dominican Republic every day for two weeks. I know we're used to the comforts of home, but only you can decide at what price. Besides, I can't believe that donuts don't exist in London.

GENERAL SHIPPING GUIDELINES

- Don't wait until the last minute to make your shipping arrangements, or you'll lose options and increase your costs. It's often necessary to start planning months in advance (to be able to book space, meet shipping schedules, obtain necessary permits, etc.) and to get the crew onboard for what they can (and can't) bring, how it all needs to be packed, manifested and labeled. When I was working on *Tropic Thunder*, we shot on Kauai. That required transporting our vehicles and much of our gear via ocean, but the ships only went as far as Honolulu, and from there, everything came the rest of the way via barge. So we were subject to both Matson's Long Beach to Honolulu schedules and to the inter-island barge schedules. And it wouldn't have been so bad if all we had had to worry about were the schedules, but when it came to the barges, we also had to worry about space availability. So last-minute arrangements were always hit-and-miss, and it often took some degree of pleading, praying and the calling in of a favor or two to get space on an already fully booked barge. Sometimes, no matter what we'd try, we'd just have to wait for the space to become available.
- Generate a daily or weekly shipping schedule, so everyone who needs to know, is kept informed as to what's going out and coming in (to and from each location) on a daily basis. Include any specific instructions, as well as a general description of the shipment, pickup times, mode of transportation, arrival dates and times, flight numbers, waybill numbers, container numbers, manifest numbers – any reference that will make shipments easier to track and find.
- Consolidate your shipments as much as possible. Sounds like an easy thing to do, but it's not. I always start by asking crew members to try to anticipate everything they're going to need to ship to location, so we can ship it all – or as much as possible – at one time. Of course, there are specific rentals that have to be taken into consideration – weighing the cost of shipping a piece of equipment before it's needed (thus possibly incurring additional rental fees) opposed to the added cost of shipping it separately later. But there are costs associated with each shipment (no matter the size of the load or how it's being sent), and just in general – the fewer the boxes/containers/pallets/loads/pickups/deliveries/border crossings, etc. – the lower your shipping costs will be. The thing is, though, that it seems that after the big stuff arrives on location, and you think you've got it all, there continues to be an endless stream of smaller (and some not so small) add-ons, exchanges, last-minute orders and expendables flowing in on almost a daily basis. Once on location, events always arise that create a need for something that someone can't live without. And it's those constant smaller shipments that are so difficult to control and add so much to your shipping budget. So try to anticipate your needs in advance and consolidate as much as possible.
- Buy and/or rent as much as you can locally once you're on location. Even if an item is more expensive on

location than it would be at home, you've got to weigh the cost of shipping it there. Also take into consideration the tax incentive or rebate being offered where you're shooting, because in most states, the greater the local spend, the sweeter the incentive or rebate. It's amazes me that there are so many people who, once taken away from their home base, act as if they've been transported to the moon. As many times as I explained that there's a Costco in Tijuana where we can get laundry detergent (the same kind we buy at home), and that there's a beauty supply vendor in Hawaii where we can buy makeup products, it was tough getting it to sink in. The prevailing attitude is that it's just easier to bring everything from home. But it isn't usually cost-effective, so strict guidelines and good communication skills are essential to win this battle.

- I appreciate FedEx, UPS and DHL and have rarely ever been on a show that didn't have at least one account with one of these shipping carriers. But some people use these companies just out of habit, and because it's easy – even when there are other (sometimes, less expensive) options. So if you're using a shipping company to pouch or send other things to your distant or foreign location, consider consolidating items that you'd instinctively ship via FedEx (or one of the other carriers) with other items already being shipped, especially when it comes to heavy boxes and crates and large items – it's often more cost-effective to send these things through the production's shipper. But if you're not sure, consider your options and compare prices.
- Don't declare an overnight shipping emergency unless there truly is one. You don't want to cut any shipment too tight and take the chance of something not arriving in time, but be realistic about arrival times. Sending things on a rush basis all the time could get pretty pricey – especially when it's not necessary.
- Just as important as it is to have someone oversee the shipping going to location, it's just as important to have someone on the other end responsible for logging in each shipment that arrives and making sure it gets to where and to whom its intended in the least amount of time. On very large shows, this could be a full-time job in itself.
- Urge crew members to let you know if they're expecting a package, and what to do with it when it arrives (have it delivered right to the set, leave it in the office for pickup or have it taken to the hotel or elsewhere). I can't tell you how many deliveries arrive with no instructions – sometimes without even a name on the box.
- Send your crew a memo outlining your shipping guidelines, so they have all the information they need and there's no question as to what you expect from them. Provide information on the containers that will be made available to them, how to pack and label, how to prepare a manifest, what to do with dangerous goods, what to do with personal belongings, etc. Include appropriate schedules and indicate the date that their gear has to be ready for pickup.

Dangerous Goods

Dangerous (or hazardous) goods encompass anything potentially explosive, flammable, toxic or corrosive – items that have been deemed capable of posing a significant risk to health, safety or property when transported. It's not just pyrotechnics, paint thinners and solvents that qualify as dangerous, but also many hair and make-up supplies (even Evian mineral water spray), the canned air the camera department uses, batteries, WD-40®, etc. It's essential that you talk to your shipping rep about transporting anything that might be classified as dangerous (or hazardous) goods, because they'll need to be handled, packed and labeled very differently – by someone certified to handle and pack haz-mat materials. Some freight forwarders have their own in-house packing departments, but if yours doesn't, they'll make the arrangements for you. Before anything can happen, though, you'll need to get copies of the Material Safety Data Sheets (MSDS) from the manufacturer of each of these products you wish to transport.

The shipment of hazardous materials is restricted and may be prohibited depending on the quantities you want to ship. It all has to do with the type of haz-mat material and the volume allowed within a specified space. And when transported by air, certain types of dangerous materials may be flown on passenger planes (in certain quantities) but others may be transported only by cargo plane. It's a violation of U.S. law to ship cargo containing dangerous goods that haven't been properly declared, identified and packaged, and severe consequences are imposed for doing so – not to mention that you'd be jeopardizing your entire shipment.

Here's a list of examples of some common hazardous materials found on productions:

- Household products such as hair spray, glass cleaner, etc.
- Aerosol cans
- Furniture polish
- Paint thinner
- Solvents
- Cleaners
- Flammable liquids
- Isopropyl alcohol
- Compressed gas cylinders
- Paints
- Dyes
- Certain special effects
- Lubricating oil
- Mineral oil

Be sure to allow more lead time for the special handling of these materials. And chalk up another reason to buy locally if at all possible. Haz-mat materials require additional arrangements, handling, time and cost, so anything that can be purchased on location should be.

Modes of Transportation

Depending on your destination, there are three basic modes of transportation: ground, air and ocean. Rail is used occasionally, but as it takes longer (nine days across country), it's best used when wrapping a show and shipping back assets (production-owned set dressing, props and wardrobe) – nothing that you'd be anxious to get off of rental. You probably wouldn't ship anything less than a full container by rail, but if the time frame works for you, shipping this way would be more cost-effective than shipping by ground.

Ground

Not many freight forwarders have their own fleet of trucks and trailers, but when shipping via ground is in order, they'll contract with a carrier to pick up and deliver your materials, equipment, set dressing, etc. Truck loads are classified as FTL (full truck load), also known as a *dedicated* load or LTL (less than a truck load). And when you have less than a truck load, your goods are consolidated with others. It's a less expensive method of shipping, but slower as well.

Air

There are flights that carry passengers and cargo, but if you have a lot to ship, you can't always guarantee the amount of space available for cargo or that what you're sending won't get bumped along the way. And then there are cargo-only flights, which are always your best bets. It's also wise to ship your goods on nonstop flights if at all possible to avoid the chance of your shipment getting bumped.

Air cargo is priced by the actual weight or volume, whichever is greater, so you'll always be asked for the dimensions and weight of anything you're shipping. The following is the formula for determining volume:

$$\text{length} \times \text{width} \times \text{height} = _____ \div 194$$
$$= \text{volume in pounds (for domestic)}$$

$$\text{length} \times \text{width} \times \text{height} = _____ \div 366$$
$$= \text{volume in kilos (for international)}$$

If you have several loose boxes, it's always best to palletize – place them on a pallet and shrink-wrap the load. If you're not able to do this, your shipping rep will have it done for you, because at the least, you'll need a pallet jack to lift and move the freight.

Equipment is usually packed into shipping containers – the most commonly used in our industry is the LD-3, which is 61.5" long × 60.4" wide × 64" high and can hold about 3,000 pounds. E containers are commonly used for wardrobe, and they're 42" long × 29 wide × 27" high and can hold about 300 pounds.

One of the most important things to be aware of when it comes to shipping by air are the airlines' cutoff times – the latest you can get something to the airport for a specific flight. Here are some the general guidelines:

- Domestic Cargo: two (2) hours prior to any flight and two (2) hours once the flight has landed to recover your shipment.
- Counter-to-Counter service: one (1) hour prior to any flight and one (1) hour once the flight has landed to recover your shipment.
- International Airfreight: three (3) hours prior to any flight and four (4) hours once the flight has landed to recover your shipment.
- International Express Cargo: two (2) hours prior to any flight and two (2) hours once the flight has landed to recover your shipment.

Ocean

There are a number of ocean carriers that will transport containerized freight and vehicles via their shipping lines, and your shipping company rep will know the best one to use for your show and needs.

When you're planning on shipping via ocean, it's vital to book space sometimes months in advance, just to ensure that everything will arrive on location before it's needed.

Vehicles being shipped via ocean are classified as *rolling stock*. And for each vehicle (car, truck trailer, etc.) you plan to transport within the U.S., you have to provide:

- A description of the vehicle (year/make/model)
- The dimensions of the vehicle
- The license number
- The VIN number
- The value
- The weight
- A copy of the title and registration
- A letter from the registered owner granting the production permission to be shipping their vehicle(s)

When shipping internationally, you have to provide the *original* title to the vehicle to Customs three days prior to shipping.

Like truck loads, ocean containers are classified as FCL – full container loads, or LCL – less than container loads. And once again, less than a full load means that your goods will be consolidated with others. It's less expensive but could take longer to claim once the ship

arrives in port – especially if your things were placed toward the front of the container, and you have to wait until everyone else claims their goods before yours will even see the light of day.

For materials, equipment, props, set dressing, wardrobe, etc. that will be shipped in containers, the shipping lines will release containers (and chassis for them to sit on) free of charge for a period of 24–48 hours in advance for loading. And they'll give you another 24–48 hours once your shipment has been claimed for unloading. If you take more than the allotted time to load or unload, you'll be charged a daily rental for use of the containers and chassis until they're consigned or returned to the shipper (and this could get pricey). If you want to keep the containers longer, or even use them for storage or to work out of while on location, then you might want to think about buying used containers that you can load, ship, use, then sell once you're back. This is often a more cost-effective option than paying rent on someone else's container. I know department heads who own their own containers for just this purpose. Keep in mind, though, that when you use containers owned by members of your crew, they have to be inspected by a container surveyor to make sure they're seaworthy before they can be used.

Your shipping rep will make arrangements to have the containers picked up and delivered to wherever the containers are going to be loaded. Arrangements will also be made to have the containers and chassis picked up on a specified day and time and transported to the port. Once they arrive on location, they can be picked up at the port, or your shipping rep will make arrangements to have them delivered to a designated location.

Should you be asked to have a container dropped off without the chassis or pick up or move a container that isn't sitting on a chassis, you'll need a crane to load, unload and/or move the container.

If you want to ship picture cars or small vehicles (motorcycles, golf carts, dune buggies, etc.) inside of a container, make sure that they contain no gasoline and the batteries are disconnected. If any of them (a motorcycle, for example) is registered, then you have to present your shipping rep with the same documentation as listed earlier.

The most common size of containers are the 20- and 40-footers, and you can get ones that are refrigerated – something your caterer might appreciate. Ocean carriers also supply 20-foot and 40-foot flatracks, which are open on both sides and an ideal way to ship lumber. I've also used them to transport helicopter parts and certain odd-shaped pieces of equipment.

When loading a container, make sure that there's a pathway down the middle of it, so if selected for inspection, everything inside can be easily accessed. Note the container's ID number, so it can be tracked, and purchase a combination lock for the container's doors.

Start the process early by asking each department head how much container space they anticipate needing (circumstances may change later on, but start with a good guess). Some departments will utilize a number of containers on their own; others will share space with other departments. Also confer with your transportation coordinator as to the number and types of vehicles that are being considered for transport. Only once you assemble a fairly accurate list of how many pieces of rolling stock and how many containers and flatracks you're likely to need will your shipping rep will be able to supply you with costs and options.

Maximum weights for all containers and flatracks (including the container and chassis) are approximately 40,000 pounds because of the legal weight allowed on U.S. roads.

DOMESTIC SHIPPING

Manifests

Manifests (a list of the items being shipped) aren't generally as detailed when shipping items within the United States as they are for international shipments, but for insurance purposes, it's still necessary to keep track of what's being shipped. Should there be a claim for items that are lost or damaged, you're going to want to have a record trail. Check with both your insurance and shipping reps to find out what each requires.

Most shipping companies don't require manifests to move domestic loads, but you still need to let them know what you're sending, and that can be done via an e-mail. You can be as general as "Truck #1 will be carrying camera equipment and Truck #2 will be carrying grip and electric equipment." For individual boxes and crates, they'll also require dimensions and weights (unless you have a scale, the weight part is something you'll just have to guess at).

My preference is to play it safe and manifest all boxes/crates/containers being shipped, and you'll find a copy of my manifest form at the end of the chapter. If you want to create one of your own, it should include:

- The shipper (where the shipment is originating from)
- The consignee (indicate the name of the show and where the shipment is going)
- Number of pieces in your shipment
- Quantity, description and value of items being sent
- Weight of each box, crate or container (if you can provide it)

You can combine descriptions when describing *like items*. For example, if you're manifesting a crate full of tools, you can list "20 assorted hand tools" without having to indicate each piece individually, or "50 pairs of men's

pants" without having to list the sizes, colors and styles of each. Certain kits or packages can also be listed as such without having to describe each piece contained within the kit or package.

If you're having any materials, supplies, equipment, props, wardrobe, etc. picked up directly from a vendor, inform the vendor that you'll need a manifest. You'll also need to supply the shipping company with the vendor's address, phone number, a contact person, business hours, the time the shipment will be ready for pickup and any special instructions that might be necessary.

Be aware that even domestic shipments are subject to inspection.

Packing and Labeling

All boxes and crates should be labeled with the name of the show, the department it's going to and a contact name and number. If there's more than one box or crate – three, for example – label them, *Box 1 of 3*, *Box 2 of 3* and *Box 3 of 3*. Boxes occasionally get separated or arrive without enough information as to what they contain or whom they're for, so the more complete they're labeled, the faster they'll arrive. Advise your vendors (who may be shipping supplies directly to you on location) to label their boxes properly, with the name of who it's going to and the applicable department clearly noted.

Shipping Dailies

While on location, if you're shooting on film, you'll be shipping the film shot each day to the lab each night (except Friday and Saturday's film, which is sent out on Saturday evening or Sunday). The film negative is developed during the night, the sound is synced to picture the next morning and *dailies* (made from the director's selected takes) are shipped back to location the next day in the form of a work print or DVD and sometimes on a hard drive. On some pictures, the film only goes one way – from location to the lab, and then the dailies are uploaded or streamed back to location (instead of shipped).

Unless close enough to have the film driven in each night, most productions will ship their film via counter-to-counter air service. This is something your shipping rep can handle for you. There are also courier services that specialize in the handling of dailies, or you can set up the routing and shipping of dailies on your own. If you're going to do it on your own, though, be aware that it needs to be set up at least eight days prior to your first shipment – the minimum amount of time it takes to become a "known shipper" with a commercial air carrier. This is a TSA requirement, and you can get set up through your airline rep or designated shipping company.

Handling it on your own, you would start the process by opening an account with the air cargo division of the airline. Select an airline that flies nonstop to your destination, with the most evening flights. If it's impossible to get a nonstop flight, choose a route that has as few stops as possible. This will lessen the chances of the film being unloaded at the wrong stop.

If you call the airline, a representative may come to your office to open an account or will e-mail you a credit application to fill out and send back. After that, someone from the airline or shipping company will come by to set you up as a *known shipper*. The airline rep will then send you preprinted waybills (with your company name and account number on them) and flight schedules. Keep the flight schedules of more than the one airline in case flights are canceled or an unscheduled rush situation on your end necessitates the use of another carrier. Depending on how many different airlines you might use, it's a good idea to open accounts (and become known shippers) with at least two of them. Unfortunately, gone are the days when you could use a carrier you don't have an account with by paying cash at the counter.

Be sure to keep a copy of each waybill in case your shipment is delayed, mislaid or lost. (They also provide backup to the shipping bills.) Also keep a log of every shipment that leaves the production office, indicating: date, waybill number, flight number, arrival and departure times and the contents of your shipment – the number of reels you're shipping, number of sound tapes (DATs) or DVDs, still film, any equipment you may be returning, etc. (See the *Dailies Shipment Log* form at the end of this chapter.)

A production assistant from your home base office or a courier service will pick up your daily shipment each night. If it's a PA, he or she should go to the airport before you start shipping dailies and introduce him/herself to the airline personnel who will be handling the film shipment when it comes in each night. (Consider having the PA take a few show T-shirts along as introduction gifts.) Should there be a problem with the flight or the routing of the dailies, it helps to know the airport routine and to be on good terms with the airline staff.

Once the film starts arriving, your PA or courier will open the box(es) and separate the film for the lab, the sound tapes/DVDs, the still film, the envelope(s) for the office (you should pouch copies of all your daily paperwork back to the home office via the daily shipment each night), and whatever else you've sent. The PA will drop the film and sound off that night, and deliver the remainder to the office first thing the next morning for distribution.

Labels on the box(es) should be addressed to the production office (always include the office phone number), with the notation HOLD FOR PICKUP. Boxes should also indicate or have labels that clearly and prominently read UNDEVELOPED FILM – DO NOT X-RAY. I've

also seen some that read: UNDEVELOPED FILM – PROTECT FROM RADIOACTIVE MATERIALS AND X-RAYS.

You can use regular cardboard boxes or the cases that are specifically made to hold and ship 1,000-foot film cans. And if not out already, there's talk of new (more distinctive) airline-approved stickers and lead-lined pouches and boxes, which would be great, because as many DO NOT X-RAY stickers as you may plaster your boxes with, there are still those rare occasions when some cargo handler at some airport stops paying attention to what he's doing and will run boxes of exposed film through X-ray (Big ouch! Big insurance claim! Big problem!).

It's best to ship film on the same flight each evening. Taking the lab's cut-off time into consideration as well as the time needed to transport the film to the lab, pick the latest flight available in order to get the film there on time. If it works for you, the last flight out is the one usually selected to allow a full day's worth of shooting (or most of one) to be sent out. If shooting for the day isn't completed by the time the driver has to leave for the airport, the camera crew will have to "break film" at a designated time and send in what they have.

If you have your own airline cargo account, the driver making the airport run should have the packed boxes, a completed waybill and a memo indicating the flight information and a description of what's in each of the boxes you're sending. He or she should call the production coordinator from the airport to confirm that the boxes got on-board and that the flight was on schedule. If there's a problem, a subsequent call should be made to inform Production that the boxes had to be sent on another airline or that the flight is going to be delayed. The production coordinator will in turn call or e-mail the PA or courier service on the other end to confirm an estimated arrival time and to give them the waybill number. When the driver returns, he or she should give the production coordinator a completed copy of the waybill. Because most labs are closed from Friday night to Sunday night, the footage from Friday and Saturday is shipped on Saturday evening or Sunday afternoon, so that it arrives before midnight on Sunday.

Weapons, Ammunition, and Explosives

When you're shipping weapons domestically, clearly label the boxes and crates MOVIE PROPS. Don't write anything on the box that would indicate that guns are enclosed, but be sure to let your shipping rep know what's being sent. (For shipping weapons internationally, you'll find the information later in the chapter.) Blanks are a different matter, though, and are classified as dangerous goods. They therefore need to be handled and packed by a certified haz-mat shipper and shipped separately. The same would hold true for explosives.

Shipping Animals

I've had the distinct experience of having shipped a cougar named Satchimo, two water buffalos – Bertha and her baby, Little Jack – and a water monitor lizard whose name escapes me at the moment. And what I can tell you is that it takes a lot of planning to ship animals, whether it's across the country or across a border. Start by talking to your shipping rep and the company you're getting your animals from. A lot will depend on the animal (or animals), where they're being shipped from and to and how they're being transported. Do your homework:

- Start by checking the regulations for bringing animals into the specific state or country where you'll be filming. Are there quarantine procedures? Will you need to fill out an application, obtain a permit and/or post a bond? Are there restrictions on certain types of animals – reptiles, for example? Each jurisdiction has its own regulations, and getting everything sorted out and approved could take months, and often does.
- Regulations pertaining to the safety, care, handling and the import and export of animals fall under several agencies – U.S. Fish and Wildlife Services, the Department of Agriculture, the Department of Animal Care and Control and the American Humane Association's Film & TV Unit. Your local film commissioner should be able to advise you on local guidelines and provide you with necessary contacts, and your shipping rep should be up to date on the full array of guidelines. Much will depend on the type of animal(s) you plan to ship, where you need to ship it/them to and the requirements associated with each.
- Most owners of the animals you'll be using will require that you obtain mortality insurance on the animal, so make sure that coverage is secured before transporting.
- When transporting an animal any significant distance, air travel is the most humane and expedient method of transportation. Your shipper will know which air carriers transport animals and should be able to make arrangements for at least one animal handler to accompany the animal.
- To obtain mandatory insurance, permits and sometimes certificates, a veterinary certificate is required on each of the animals before shipping. The vet must also submit a Letter of Acclimation, which specifies the temperature range the animal is acclimated to. The shipper needs to be aware of temperatures that are either too high or too low for the animal's comfort –

not only during transit, but also between connections, so proper arrangements can be made to keep the animal comfortable.
- Be aware that during the summer and winter months, some airlines place embargos on shipping certain types of animals because of extreme temperatures.
- Make sure arrangements are made for the proper ground transportation to and from airports (such as a horse trailer).
- Most animals are kept in a cage or crate during travel, so get the maximum dimensions the aircraft can accommodate, what their crate requirements consist of and make sure any specific crate is both a safe and comfortable size for the animal. When flying Satchimo (the cougar) to Panama, the airline gave us the dimensions for a crate we had to have made – one that would fit in the hold of the aircraft. Turns out, though, that no one thought to consider the dimensions of the door, and come the night of departure, it was impossible to get the crate into the plane. So the crate had to be remade, and we had to ship Satchimo the next night. The morale of this story is two-fold – make sure you can get the animal's cage or crate through the door of the aircraft (or aircrafts, if you have connecting flights), and always plan to ship the animal a few to several days before you need it to work. When it comes to scheduling, make sure to build in a reasonable buffer should there be a holdup during transport or in getting through quarantine. Getting there early also gives the animal a chance to acclimate to the new location.

Returns

Once you arrive on location, returns start occurring almost immediately and include equipment you're finished using (and want to get off of rental), items that arrived but were the wrong size or model and items that arrived defective and need to be replaced. The returns trickle out until it gets close to wrap, and then everyone wants their gear sent out right away – to get it off of rental, to send to the next location or to possibly use on another show. Sometimes everything has to go quickly, because it's a matter of having to clear the premises. Once again, the shipping or production coordinator goes into overdrive to get everything shipped (back) in a timely (and hopefully) cost-effective manner.

Before you start shipping anything, though, decide what can stay. Usually nonhero (non-essential) assets purchased for the show that won't be needed for additional photography or reshoots can be sold – like office furniture you bought locally, possibly some props or background wardrobe. Don't spend the money to ship back anything you don't have to.

I was on location a couple of years ago and walked into the production office one morning to find a box sitting on the floor in front of my desk with a note on it written by crew member that read "Please FedEx." First of all, I make it a habit of never shipping anything unless I know what it is. The crew member should have sent an e-mail requesting the return shipment and explaining what he wanted to ship. He should have also known that the person in charge of shipping is the only one who gets to dictate what gets shipped and how. So here are some suggestions from someone who's been there and done that:

- Either send out a memo or go talk to someone from each department to find out what their shipping needs are going to be, such as: when will their containers be packed and ready to be picked up, how many LD3s will they need, how many E containers? You need this information to insure that you have enough time to reserve ample cargo space.
- Order a generous supply of packing supplies – boxes, packing paper, bubble wrap, tape, labels, etc. – and let the crew know when you have it.
- If everyone is going to be loading at once, find an area where you can have containers or trailers dropped off and left for one to three days while being loaded. You'll want to create a record of each container or trailer number, the department it's assigned to and a description of the contents. (Once again, your insurance carrier might require a detailed manifest and an estimated value of the contents to cover losses that might occur during shipping. Keep in mind that if you're loading the exact same items you sent to location to begin with, you can use your original manifests.)
- When filming has been completed, there are companies that will pick up your remaining haz-mat materials for proper disposal. Hopefully you won't need to ship any back, but if you do, you'll have to go through the same process of having these products packed by a certified haz-mat guy. Your shipping rep will help you with either, but contact him or her as soon as you can collect the information from your department heads as to the remaining amounts of dangerous goods they each have.
- You'll have to decide on a policy regarding the shipping of personal belongings. My general rule is that it's okay for crew members to include a few bags in trucks, trailers and ocean containers, as long as there's room, and as long as these items aren't being shipped air. Productions shouldn't be required to ship anyone's personal belongings back via airfreight or FedEx unless it's been approved by the producer.

Issue a memo to the full shooting company outlining return guidelines. Here are excerpts from one of my shipping memos pertaining to returns:

If you haven't already done so, please *e-mail* all return requests to _____ (at least three days in advance), and this is the information needed:

- What are you sending?
- Where is it going?
- If you're returning equipment, props, set dressing or wardrobe to get it off of rental, does it have to be back by a specific date?
- How many boxes/crates? Will it be packed in anything other than a box or crate?
- Will what you're sending need to be placed on a pallet and shrink-wrapped?
- Will it require special handling?
- Can one person pick it up, or will we need a pallet jack or fork lift?
- Do you have any remaining materials or products that would be considered "haz-mat" (flammable, toxic or in aerosol cans)? If so, bring them to the production office, and we'll sell, give them away or properly dispose of them.
- If you have haz-mat items that must be shipped back, let us know as soon as possible, so the proper arrangements can be made.
- If you need labels in advance, let us know, and the office will print them for you.
- If you need packing boxes, bubble wrap, etc., let us know that as well.
- If you need help packing, let us know in advance. Don't just drop items off at the production office (that aren't properly packed and labeled), because if we don't have time to pack them, they may not arrive when you want them to.
- Anything you're done with in advance of wrap, we can send out for you as soon as it's ready. Just give us a heads-up, and we'll schedule your shipment.

With regard to vendor returns:

- Provide all pertinent info: an address, phone number, contact person and hours of operation.
- Will the vendor be expecting the return?
- Will the vendor waive rental charges during the shipping period?

For work-related materials being shipped back, I will need to know:

- If you're wrapping at this location or will be working on the _____ portion of the shoot.
- If your gear is to be sent any place other than _____, and if so, where?

Just as you did when shipping your equipment/gear/materials to this location, I will need an inventory/manifest of what you're sending back, values and the number of boxes/crates (with dimensions and weights if at all possible).

We would like as many of the returns as possible to be brought to the production office for pick-up from here. If the pick-up is going to be from the warehouse, you'll be given a specific date and time, and someone from your department must be there to meet the truck.

Make sure all boxes/crates are numbered (Box #1 of ___, Box #2 of ___, etc.), and *clearly* labeled, with the address of where it's going ___ large and easy to read.

In addition, **unless it's preapproved by the UPM or you have a prior agreement with a vendor to send back equipment/props/set dressing/wardrobe by a specific date, Production will determine how your return will be shipped.**

We will not be FedExing anything back unless it's preapproved.

No personal items will be air shipped (FedEx or air freight).

There will be no next-day or counter-to-counter returns made unless approved.

If and when airfreight shipments are approved, the transit time is generally _____ days.

For Camera, Sound, Video and other departments that have to get equipment back as soon as possible, I'm ordering a number of LD3s and would appreciate confirmation as to exactly how many you'll need (even if it's a portion of one). LD3s are approximately 5ft × 5ft × 5ft. The containers will be located (in)(at) _____. They'll be numbered and labeled by department.

To insure that we've reserved ample cargo space, I'll need to know when you anticipate having your containers filled and ready to be picked up.

Personal Items

As a courtesy, the production shipped many personal items on (sea containers) (trailers) that were heading this way, and we expect these items to go back the same way. If you need to travel before we can get your personal gear on an outgoing container, the company will not be responsible for shipping your things back for you.

Unless prior arrangements are made and approved, both your personal gear and/or work-related materials will be delivered to the _____ production office, and it will be your responsibility to pick them up from there.

Sea Containers and Rolling Stock

Containers will be shipped out on the following days: _____

Accordingly, they will be picked up on _____ (no later than _____ (a.m.)(p.m.). Transit time will take approximately _____.

Let me know your container needs as soon as possible, so I can book the space. Also let me know:

- If it's a container we own – the container number
- If you're not using one we own, when you want a container delivered, and where it's to be delivered
- If you're going to need a chassis
- If you're going to have any extra space in your container
- Where the container is to be delivered once it arrives in _____
- Once the container arrives in _____, how long you're going to need it

Keep in mind that we have _____ free days to load and unload on the other side. After that,

Continued

it's $_____/day for the container and/or chassis. If it's a container we own, let me know when you're unloaded and completely done with it, so I can make arrangements to sell it.

Rolling Stock

It takes the same amount of time as the containers mentioned above, and this is the schedule:

All rolling stock needs to be "tendered" to the port by _____ (a.m.) (p.m.).

Don't take anything to the port, unless you have the booking number/reserved space in advance.

I'd like to end by urging you once again to please follow these procedures and not make any shipping arrangements on your own. It'll make wrapping out of this location a lot less of a challenge. Also keep in mind that a missed delivery date caused by failure to follow these guidelines will be your responsibility or that of your department's.

INTERNATIONAL SHIPPING

Whether you're having equipment, props, set dressing, wardrobe and materials driven over the border in trucks or are having everything packed up and shipped in cargo containers via aircraft or ship, the customs and shipping part of your operation is the most time-consuming, complex and crucial part of shooting in another country. It's not unusual for shipments to be held up at ports of entry for weeks at a time (or longer) or for shipments or vehicles to be fined or even seized because someone didn't do their homework, someone didn't receive or follow instructions, one document wasn't in order or you didn't have the right person handling your shipment. These circumstances, as you can well imagine, can create incredibly costly delays for your production. That's why you need to work with a freight forwarder you can rely on and get involved with the choice of a customs broker.

Dealing with the regulations and the preparation involved in transporting equipment and materials into another country will involve some amount of input and cooperation from each department on your show, but it's also a full-time job in itself for at least one individual. Some productions will establish an entire shipping department (headed by a shipping coordinator) to interface with freight forwarders, brokers and border personnel; request special permits; disseminate pertinent information to crew members; inform department heads of what's required from their department; coordinate shipments with vendors; schedule deliveries based on border parameters; maintain accurate shipping files and logs; handle or supervise the packing, labeling and paperwork involved and deal with last-minute emergency needs. Assign at least one person on your staff to deal exclusively with these matters, but don't be surprised if your show requires its own shipping department.

As important as it is to have a shipping coordinator, it's equally important for someone on the other end to be responsible for receiving your incoming shipments. On smaller shows, one person may be able to handle both shipping and receiving. Mid-size and larger shows will generally require a separate person to oversee receiving. This individual would need to be equally familiar with the shipping and customs process and would:

- Monitor the arrival of shipments, alerting the shipping coordinator of any potential holdups or problems
- Cross-reference incoming shipments with daily shipping logs to make sure everything that was expected has arrived; and if not, find out why
- Make sure all shipments are delivered to the appropriate departments
- Collect and file all incoming shipping documents
- Help coordinate returns

General Customs and Shipping Guidelines

Just as one person or department should be designated to supervise and track all shipments crossing the border, each department should designate one individual to interface with the shipping office with regard to all the necessary paperwork, information, delivery schedules, etc. for that particular department. It's also extremely important that each department keep a complete file of their own shipping documents, which they'll also need for the return process.

I can't stress enough the importance of keeping copies of all customs and shipping documents and accurate, organized records of all incoming an outgoing shipments. You may not only have to refer to this information on a moment's notice, but it'll also be essential to the return process. Remember: everything going in on a temporary basis must be accounted for on the way out.

Getting back to crew members not being allowed to make their own shipping arrangements, take that a step further by instructing them not to carry undeclared equipment or supplies in their vehicles or luggage. The transportation of all goods should be exclusively handled through the shipping department, so all corresponding documentation can be logged and kept on file. Problems arise when undocumented equipment is being returned and there are no records of it ever having entered the country to begin with.

Give yourself as much lead time as possible for all your customs and shipping requirements. As soon as anything is ordered (or even anticipated), contact vendors, shippers and your broker to ascertain the most efficient way to enter the materials, making sure the proper documentation is prepared and special permits are applied for. The more advanced notice you give those

coordinating the shipment, the better prepared everyone will be and the more room you'll have to accommodate last-minute changes and additions.

When in a hurry, there's a tendency to want to smuggle in items without declaring them or obtaining necessary permits. When fighting to meet crucial deadlines, it's natural to want to take shortcuts around customs regulations. Avoid the impulse, because the risks are too great. Your broker or freight forwarder can usually help you work out time-sensitive problems and are often able to secure permission from customs officials to make special crossings.

Weapons

Most countries have extremely strict regulations pertaining to the importation of weapons. It doesn't matter if they are prop weapons and/or or made of rubber. In many instances, special permits that can take months to obtain, are required from both the country exporting and the country importing the weapons. Some countries also require that weapons of any kind be escorted by members of their military. If you wish to transport weapons into another country, check all regulations carefully, and plan ahead.

Temporary versus Definite

All shipments of equipment, wardrobe, props, etc. transported to another country and returned to the United States (or elsewhere) at the completion of principal photography are considered Temporary Exports. Each shipment is subject to a customs fee going into and out of the other country, but "duties" aren't required on temporary exports. Most countries will give you a set length of time in which to return these items (ranging from three months to a year), with the option to renew for another specified amount of time after that. Temporary exports not returned are subject to substantial fines.

Definite exports are those items not expected to return, such as expendable supplies. Some countries will not allow you to export materials on a definite basis, and under these circumstances, you may have to make arrangements with a third-party (local vendor) who will act as the importer of record. Duties are paid on definite exports (ranging anywhere from 10 percent to 85 percent of the declared value of your goods, depending on the country). Your customs broker may ask for a deposit against duties they anticipate paying out for you.

If you export items on a definite basis that turn out to be defective, the incorrect size or unacceptable in any way, you may return them to the United States for purposes of exchange or repair. You'll be required to write a letter explaining why you're making the return, but your broker or freight forwarder will help you with this.

Brokers and Freight Forwarders

When transporting equipment, props, set dressing, wardrobe and materials out of the country, retaining the services of a freight forwarder is optional. Using a broker is not.

Freight forwarders will consolidate, prepare and arrange for your shipments to be exported to another country. Some have in-house brokers, packing and crating departments and their own bonded warehouses. Others have access to brokers and other services when needed. Certain countries (such as Mexico) will allow a freight forwarder to handle export documents out of the United States, but they must always work with a broker on the other end to handle the importation of goods into the other country. Exporting to most countries, however, does require a bonded broker to file the proper documents with U.S. Customs. Just as freight forwarders will utilize the services of a broker when necessary, brokers will often utilize the services of a freight forwarder to assist with shipments that have been entrusted to them. Many freight forwarders operate out of offices and warehouses located near specific ports of export (points of departure) or ports of entry and are exceptionally familiar with the import and export regulations relating to specific countries. A broker, on the other hand, generally handles multiple countries.

Get several recommendations on brokers and freight forwarders who specialize in the country(ies) where you'll be filming, and meet with them all. It's vital that you retain the services of people who:

- You feel comfortable with
- You believe to be honest
- Will be watching out for your best interest and not just their pocketbooks
- Have good relationships with border authorities
- Are easily accessible
- You're willing to sign over power of attorney to
- You trust to represent you

When shipping goods to another country, the *Exporter of Record* is the production company or the vendor. Some vendors are great about filling out customs documents and others, not so great. But while the production is ultimately responsible, many brokers and freight forwarders will (for an additional fee) complete the necessary paperwork for you. If you're doing it yourself, ask your broker or freight forwarder how they want you to prepare the paperwork. If you've done it before, show them the format you use, and make sure it's okay with them. You'll find a few forms at the end of this chapter that should be helpful.

Also, make sure to issue additional insured certificates of insurance to your customs broker and/or freight forwarder.

Methods of Importing Goods on a Temporary Basis

There's one set of documentation presented to U.S. Customs when transporting goods out of the United States, another set upon entering a foreign country, another set when the goods leave that country and yet another when re-entering the United States All countries have procedures allowing for the temporary importation of goods to cross their borders; and not only are the procedures different in each country, but they're also frequently subject to change. Incoming goods are all categorized by a *harmonized code*, some codes covering a broad range of items, while others are quite specific. Many countries have harmonized codes (and related procedures) that are unique to the entertainment industry, but harmonized codes are also subject to change.

Many countries require carnets with bonds;, others require any combination of pro-forma shipping invoices (a.k.a. shipping manifests or commercial invoices), certificates of registration, temporary import bonds (TIBs) and/or cash deposits. The following describes some of these requirements in more detail:

Carnets

Accepted in over 50 countries and territories, carnets may be used for unlimited exits from and entries into the United States and foreign countries and are valid for one year. They eliminate value-added taxes, duties and the posting of security normally required at the time of importation. They simplify customs procedures by allowing a temporary exporter to use a single document for all customs transactions and to make arrangements in advance at a predetermined cost. They facilitate reentry into the United States by eliminating the need to register goods with U.S. Customs at the time of departure. There are three basic components to the carnet application process: preparation of the General List (inventory of goods being transported, listed by description, serial numbers and value), completion of the carnet application and provision of a security deposit (bond). All carnet applicants must furnish the USCIB (U.S. Council for International Business) with a security bond, the amount of which varies according to the country(ies) visited. The bond acts as collateral and will be drawn upon to reimburse the USCIB in the event it incurs a liability or loss in connection with the carnet or its use. The amount of the nonrefundable bond is based on the total value of the goods listed on the carnet. The minimum is 40 percent of the value, although 100 percent is required for goods being transported to Israel and the Republic of Korea (the production is expected to pay 1% of the security deposit, or a financial statement of the company applying may be sufficient to underwrite the bond). Security deposits are paid in the form of check or money orders, refundable claim deposit or surety bond. The normal processing time for a carnet is five working days. Basic processing fees (around $350) are determined by the value of the shipment. Expedited services are an additional $150. For a manifest that's more than a page long, there's a $10 fee for continuation pages (yep – that's $10 for the second and each subsequent page). You can download application materials from USCIB's website (http://www.uscib.org/index.asp?documentID=718).

In addition to listing all goods being transported, a carnet includes the approximate date of departure from the United States; all countries to be visited and the number of expected visits to each; number of times leaving and re-entering the United States; and additional countries transiting (when merchandise is transported by land and must pass through or stop in a country that lies between the country of departure and the next country of entry).

Carnets don't cover expendable supplies or consumable goods such as food and agriculture.

Additional information on carnets, carnet applications, bond forms and Carnet Service Bureaus can be found on the USCIB website at www.uscib.org/index.asp?documentID=718.

Certificate of Registration

Some countries that don't accept carnets will allow you to register equipment, props, set dressing and wardrobe before transporting these goods out of the United States. Registration is primarily used for goods that weren't manufactured in the United States. If you have a manifest containing goods from various countries of origin, then everything can be registered. Stamped on the way out of the country, the original registration documentation is required for reentry into the United States.

You can download a blank Certificate of Registration form directly from the Internet by going to http://forms.cbp.gov/pdf/CBP_Form_4455.pdf.

Pro-Forma Shipping Invoices

Also referred to as shipping manifests and commercial invoices, pro formas are also accepted by countries that don't accept carnets, although some countries require the combination of certificates of registration and shipping manifests. This completed form would indicate a description of goods being sent, a declaration of temporary or definite export, country of origin (country the item was manufactured in), declared value for customs purposes, total weight of each item/box and weight of total shipment.

Descriptions of goods being shipped should:

- Include year, make, model and serial numbers (whenever applicable).
- Include the dimensions of an item (if applicable).
- Include the primary material content of the goods, which is especially important in the exportation of fabric and clothing.

- Note the presence of dangerous goods – anything that could become explosive, flammable, toxic or hazardous. These materials must be manifested and packed separately and accompanied by MSDS (see earlier section on dangerous goods).
- Be easy to understand. Don't use part numbers or overly technical descriptions without a brief explanation as to what the materials are and what they're used for. People who aren't film technicians must translate and assign code numbers to each item, so make it "border-friendly."
- Clearly indicate where each item is, so if you have various crates, boxes, shelves, etc., each location on the truck or cargo container would be numbered, and you would, for example, indicate Box #1, then list the contents of the box underneath that heading. If you have several boxes or crates each containing several items, list the contents of each on one page of the pro-forma. This will make the manifest easier to process, and the shipment easier to inspect at Customs. As you'll note on the sample pro-forma shipping invoice form at the end of the chapter, there are spaces to indicate Page___ of ___ and Box___ of ___.

It would also speed up the process if you could manifest all U.S.-made goods on one pro-forma and all foreign-made goods on another. Don't worry about it too much if your equipment packages contain items from various countries of origin – but if you can, it would help.

If you're manifesting a drawer full of tools, you could list "10 screwdrivers" without having to list the size and type of each one. You could indicate "10 assorted pieces of tubing" without having to record the length of each piece. You can combine descriptions on many small items contained in one drawer or box when describing *like items*. Certain *kits* or *packages* can also be manifested as such without having to describe each piece contained within the kit or package. Check with your broker for more specific guidelines on manifest descriptions.

If your shipment fills more than one truck or cargo container, you must manifest the shipment by the truckload or container, and each pro-forma should indicate the truck or container number, so it's clear as to which items would be found in which.

- Indicate the type of packaging. If something should get lost or separated from the rest of the shipment, it's important to know what kind of a case, box or crate it was packed in and what color the case, box or crate is. The more information you can provide, the easier it is to keep all the pieces of your shipment together.

For tracking purposes, each pro-forma should include the name of your production and/or production entity. It must also have a *shipping manifest number*. The shipping manifest number, along with a customs entry number will be what identifies each shipment coming in and going out of a country; and ID numbers will be kept in your files, your brokers' files and in Custom's files (and computers).

You can devise your own system to use as a shipping manifest number, or use the one described here, which has proven to be quite successful. It's an eight-digit number followed by a two- or three-letter department code. An example would be:

```
Shipping Manifest No: 10-09-27-01-PD

10 = the year
09 = the month
27 = the day
01 = first shipment for that day
PD = Production Department (department
     code)

Suggested department codes are as follows:
Accounting                    AC
Aerial                        AE
Animals                       AN
Art Dept.                     AR
Camera                        CAM
Cast-Related                  CR
Catering                      CA
Construction                  CS
Communications                CM
Craft Service                 CRS
Editorial                     ED
Electric                      EL
Extras                        EX
Grip                          GR
Locations                     LOC
Make-Up/Hair                  MH
Marine                        MR
Medical                       ME
Miscellaneous                 MS
Paint                         PT
Production                    PD
Props                         PR
Publicity                     PB
Scaffolding                   SF
Security                      SC
Set Dressing                  SD
Sound                         SN
Special Effects               SFX
Still Photography             SP
Stunts                        ST
Teaching Supplies             TS
Transportation                TR
Video Assist                  VA
Video Playback                VP
Visual Effects                VFX
Wardrobe                      WD
```

When completing a pro-forma shipping invoice, you're required to declare the value of each item in the shipment. There's an unwritten understanding that values are reduced for customs purposes. A good guideline would be to declare 40 percent of the actual value on all temporary exports and 30 percent on definite exports, although depending on the item, you may go lower in some instances. On definite exports, the lower your value, the less you will pay in duties. Use your best judgment, and keep in mind that it's acceptable to reduce values for customs purposes and more so on "used" items. Just play it safe by not going too low on everyday items that customs officers would be familiar with. Save your creativity for film-related items that people outside of our industry know little about. Remember, however, if the value you place on something is too ridiculous, it could raise suspicions and delay your shipment.

If possible, each department should be responsible for and prepare their own pro-formas, the process of which is incredibly time-consuming. Consider hiring additional production assistants (trained to do shipping invoices) to assist your departments and vendors with this operation.

Temporary Importation Bonds (TIBs)

TIBs are also accepted by certain countries that don't accept carnets. This bond would be based on a percentage of the declared value of an incoming shipment. The bond insures that all appropriate fees will be paid upon returning goods back out of the country.

In-Bond

When merchandise is being sent from a country other than the United States, but must travel through the United States to reach its destination, it's sent "in bond," so no duties are paid until the merchandise reaches its final destination. These loads are sealed and transported by a bonded carrier and are generally consigned to a bonded warehouse. Bonded loads must be returned in the same manner.

Shipper Export Declaration

This is for shipments on their way out of the United States that are valued at more than $2,500 and/or are temporary exports. You can be hit with a substantial fine for not having a *Shipper Export Declaration* when necessary. Your broker or freight forwarder will have this form.

Again, each country has different regulations. Canada, for example, has what they call an Equivalency Requirement: if equivalent equipment is available in Canada, you may have difficulty bringing similar U.S. goods across the border. So allow yourself enough lead time to ascertain requirements and restrictions, apply for permits, fill out applications, gather serial numbers and the value of your equipment and post bonds and/or deposits. Customs and Immigration are government entities, and no matter how urgent our needs may be, they'll work within their own time frame and will not make exceptions for anyone – not even filmmakers.

Transporting Goods Across the Border

This is how it generally works:

- Production submits their portion of the necessary paperwork to the freight forwarder or broker.
- The broker makes sure all required documents are in order and/or generated.
- A Shipper Export Declaration is issued and registration forms are completed if necessary.
- Arrangements are made for picking up and delivering your shipment(s) to the port of export, or in some cases, right to the border.
- The shipment arrives at the port of export or port of entry (border), and the freight forwarder or broker checks the shipment against the documentation, making sure everything is in order. It's the responsibility of your freight forwarder/broker to make sure that your shipment will clear Customs, so if the paperwork doesn't match the load in any way, the shipping documents must be amended or the load possibly separated. Temporary and Definite exports must also be separated, as they're not allowed to cross in the same shipment.
- Duties for definite exports are paid.
- After the merchandise has been checked, duties paid and the load approved for clearance, the shipment is cleared through a U.S. Customs export facility.
- U.S. Customs will not generally inspect outgoing loads other than "in-bond" shipments and heavy machinery. U.S. Shipper Export Declarations and registration forms are presented and stamped at this time.
- Once cleared through U.S. Customs, the shipment is ready to be transported to and cleared through Customs of the other country (with the proper Customs Entry document accompanying the shipment).
- At importation, the shipment is checked against the documentation and serial numbers are randomly checked. (Some countries have secondary inspection areas as well.) Once customs officials have cleared your shipment, the documents are stamped and the load released.

Fees

Those preparing to film out of the country for the first time are often unprepared for the true costs of shipping and customs. Make sure your broker lets you know up front what the anticipated costs will be (door-to-door),

and confirm that the price includes any of the following fees that are applicable to your shipments:

- Customs fee (based on value of goods and country of origin)
- MPF (Merchandise Processing Fee) at point of entry
- Freight forwarder and/or broker's entry fee
- Fee for freight forwarder or broker special services
- Rush fees
- Duties on definite exports
- Registration fees
- Airline fees
- Delivery or handling fee
- Airport terminal fee
- Inspection fee

Packing and Labeling International Shipments

If you're packing items that have different countries of origin, it would be helpful to pack U.S.-made goods separately from goods manufactured in other countries.

Trucks: Make sure all drawers, shelves and boxes are labeled (i.e., Box #5, Drawer #1, Shelf #3, Rack #4 and so on), and that each area is both accessible to inspection and easy to locate. The contents of each box, drawer and shelf should be reflected on the shipping manifest.

Cargo Containers: They should be packed with boxes, cases or crates labeled as indicated above. Individual pieces of equipment or set dressing should be tagged and labeled the same way – *Set Dressing – Piece 1 of 3*, etc.

All items in the trucks or cargo containers need to be easily assessable to spot-check by customs officials. No crate should be secured so tightly that it can't be opened and inspected. Trunks and cabinets with keys should be kept unlocked.

Any time you can take a picture of the inside of a packed truck or cargo container or draw a diagram indicating where every numbered box-item-shelf-bin is located – the faster your shipment will move through customs. Know your inventory and be familiar with how it's laid out.

When purchasing new equipment or supplies, remove all price tags. Having one value on a price tag and a different declared (possibly reduced) value on the accompanying documentation will create a customs headache and may hold up your shipment.

Don't mix temporary and definite exports, don't include personal items with commercial goods and pack dangerous (hazardous) goods separately.

Providing Information to Vendors

Once an order is placed for equipment or materials you'll need on location, it's important for your vendors to have a contact to deal with to coordinate shipping and customs requirements and to make sure they're aware of all applicable regulations. They need this information, because:

- They'll have to supply you with the information you need to prepare your shipping documentation (some vendors, such as Panavision®, will prepare shipping invoices for you).
- They need to know how to pack, label and load correctly, and not doing so will delay delivery of their shipments.
- They need to know how long it'll realistically take to get their equipment and supplies to location.
- If they're shipping or making deliveries to the border, they need to know who your border rep is, where he or she is located and the hours in which deliveries can be made – including the optimal time to arrive in order to cross goods that day.
- A vendor who is unaware of proper procedures may attempt to ship equipment or supplies directly to you on location without knowing the most direct or effective method, and shipments could be delayed.

To save on time and avoid having to explain the same set of instructions over and over again, e-mail or fax your vendors a form letter explaining shipping and customs procedures and if applicable, include a map (with address, phone number, fax number and contact names) to your border rep's warehouse.

Returns

Your customs broker will give you instructions as to how best to handle your returns. Shipping goods back from a foreign location can be equally as time-consuming as shipping them there to begin with; this is where having kept complete, well-organized shipping and customs files will be a tremendous asset to the process.

It's significantly easier to return everything all at one time, packed in the same configuration it was sent in. Unfortunately, returns are often made on a piecemeal basis.

Each piece of equipment as it's listed on a carnet must be returned at the same time under that same documentation. Even if you've completed using one or two pieces of equipment sooner than the rest of the package, you can't return them early. You can stagger returns, but each shipment must include the entire list of goods as documented on each carnet.

Certain types of registrations require that entire shipments be returned in the exact configuration in which they entered a country. There are other countries that will allow you to return merchandise gradually. As you're ready to return individual pieces of equipment that came as part of larger shipments, you'll be canceling just that portion of the customs entry document it came into the country on. If you're returning several pieces of equipment, set dressing, props, etc. that all came in at different times as

part of different shipments, each item must be matched up to its original pro-forma shipping invoice and customs entry form. Because your brokers must go through the same procedures to cancel an individual item as they do to cancel an entire shipment, returning an item or two at a time could become more costly than waiting to return an entire shipment at once. Weigh the costs of canceling individual items with the value of the item(s) you're returning or the rental you're paying on those items.

Your broker will generate a new customs document for each returning shipment. Once this is issued, the shipment can't be altered in any way. You can't decide to add something at the last minute, take something out or switch one piece of equipment for another. If the paperwork doesn't match the shipment exactly (down to the correct serial numbers), the shipment could be held up at the border indefinitely. Never include personal items with returning commercial goods. That's another sure way to have your shipment held up.

Film and Dailies on a Foreign Location

Raw stock can't be put on a carnet. It's generally considered a temporary export, gradually accounted for as it leaves the country in its exposed state. Some countries require a bond upon entering. Others assess a tax or duty to the film as it leaves the country based on a percentage of its declared value. Once dailies are sent back to location in the form of a viewing print or DVD, they're again considered temporary exports and will be canceled out upon return.

Something that was mentioned previously that holds true for international locations as well, is that when transporting exposed film back to the United States for processing, make sure that it's booked on a direct-through (nonstop) flight. Any time a flight makes multiple stops, there's always a chance that your film will be unloaded before it reaches its final destination. Discuss this with your freight forwarder or broker, because under certain circumstances (even though it's more expensive), it may be prudent to have your film hand-carried onto a flight to insure its arrival.

U.S. Sales Tax Exemptions

Goods purchased in the United States to be shipped out of the country may be exempt from sales tax under certain circumstances. You wouldn't be entitled to a tax exemption if you take possession of the materials, pack them and ship them yourself. But if your broker or freight forwarder were to pick up the materials and bring the vendor a copy of the export documents (a *bill of lading* or master airway bill), the sales tax would be waived. Certain common carriers can also take possession of tax exempt U.S. goods when presenting a bill of lading that indicates the country to which the goods are being exported.

Check with your broker for more information regarding this regulation, and strongly consider having your broker or freight forwarder pick up your raw stock orders directly from Kodak or Fuji. Not having to pay sales tax on your film will save you a bundle.

Final Notes

To wrap this section up, I would like to stress the following:

- Don't operate under the assumption that you can impress, intimidate or bribe your way into or out of another country. The Foreign Corruption Practices Act is a reality, and film companies aren't exempt from being monitored by the U.S. Department of Justice. You're dealing with government agencies and must observe proper protocol while being respectful of agency officials. Gifts are not accepted, arrogant attitudes not appreciated and the entertainment industry is not afforded preferential treatment.
- When dealing with customs and immigrations issues, use common sense; when in doubt-*ask*.
- Every show is different, every country is different and the rules change all the time. *Do your homework!*

Many thanks to my pal Bryan Sweet of Behind the Scenes Worldwide Logistics for his help with this chapter. Behind the Scenes has offices in Los Angeles and London and agents worldwide. If you check out their website (www.btsfreight.com), you'll find some helpful information (and dimensions) on both air and ocean containers.

I'd also like to thank my friends Yolanda Lopez, Milton Reyes and Bobby Krause for years worth of help and advice and for all they've taught me about shipping.

FORMS IN THIS CHAPTER

- Air Freight Shipping Log
- Dailies Shipment Log
- International Shipping Log
- Manifest Form
- Master Shipping Log
- Pro-Forma Shipping Invoice
- Request For Return

AIR FREIGHT SHIPPING LOG SHOW:

MANIFEST NO.	PO#	DEPARTMENT & CONTACT	DESCRIPTION	VENDOR & CONTACT INFO	TOTAL # OF PIECES	PICK UP DATE	DEPARTURE DATE	AIRLINE & FLIGHT#	ARR. DATE

DAILIES SHIPMENT LOG

SHOW: DATE:

DATE	CHECK ONE		ITEM(S) BEING SHIPPED	AIRLINE	FLIGHT NO.	LEAVES	ARRIVES	# OF PIECES	WAYBILL#	DRIVER-SERVICE DELIVERING TO AIRPORT	DRIVER-SERVICE PICKING UP FROM AIRPORT	√
	TO OFFICE	TO LOC.										

INTERNATIONAL SHIPPING LOG SHOW:

	DESCRIPTION	VENDOR INFO.	TRANSPORTATION	
DATE:			TO PORT OF EXPORT (OR BORDER):	DECLARED VALUE:
DEPARTMENT:			FROM PORT OF EXPORT TO PORT OF ENTRY:	NO. OF PIECES:
PO#:			FROM PORT OF ENTRY TO LOCATION:	DATE DELIVERED:
-or- D=Definite:			CARNET OR SHIPPING MANIFEST NO:	CUSTOMS ENTRY NO:
DATE:			TO PORT OF EXPORT (OR BORDER):	DECLARED VALUE:
DEPARTMENT:			FROM PORT OF EXPORT TO PORT OF ENTRY:	NO. OF PIECES:
PO#:			FROM PORT OF ENTRY TO LOCATION:	DATE DELIVERED:
-or- D=Definite:			CARNET OR SHIPPING MANIFEST NO:	CUSTOMS ENTRY NO:
DATE:			TO PORT OF EXPORT (OR BORDER):	DECLARED VALUE:
DEPARTMENT:			FROM PORT OF EXPORT TO PORT OF ENTRY:	NO. OF PIECES:
PO#:			FROM PORT OF ENTRY TO LOCATION:	DATE DELIVERED:
-or- D=Definite:			CARNET OR SHIPPING MANIFEST NO:	CUSTOMS ENTRY NO:
DATE:			TO PORT OF EXPORT (OR BORDER):	DECLARED VALUE:
DEPARTMENT:			FROM PORT OF EXPORT TO PORT OF ENTRY:	NO. OF PIECES:
PO#:			FROM PORT OF ENTRY TO LOCATION:	DATE DELIVERED:
-or- D=Definite:			CARNET OR SHIPPING MANIFEST NO:	CUSTOMS ENTRY NO:
DATE:			TO PORT OF EXPORT (OR BORDER):	DECLARED VALUE:
DEPARTMENT:			FROM PORT OF EXPORT TO PORT OF ENTRY:	NO. OF PIECES:
PO#:			FROM PORT OF ENTRY TO LOCATION:	DATE DELIVERED:
-or- D=Definite:			CARNET OR SHIPPING MANIFEST NO:	CUSTOMS ENTRY NO:

COMPANY

MANIFEST

PRODUCTION	**MANIFEST#:**

SHIPPER	**CONSIGNEE**	DEPARTMENT:
		SHIPMENT BEING SENT VIA: [ ] GROUND [ ] OCEAN [ ] AIR
		DATE OF DEPARTURE:
		CARRIER:
		FLIGHT#/TRUCK#/SHIP:
		SHIPPING AGENT:
Phone#:	Phone#:	Contact/Phone#:

QTY.	DESCRIPTION (list by box/crate/container/pallet, piece)	WEIGHT (of ea. box/crate/container)	VALUE

MASTER SHIPPING LOG SHOW:

MANIFEST#	SHIP VIA [ ] GROUND [ ] AIR [ ] OCEAN [ ] OTHER	
PO#	NO. OF PIECES	DATE SHIPPED
DEPARTMENT	CARRIER	EST. ARRIVAL
DESCRIPTION OF SHIPMENT	FLIGHT#	WAYBILL#
	SHIPPING CO.	
	CONTACT/PHONE#	
TYPE OF CONTAINERS	CONTAINER NUMBERS	
DATE CONTAINER(S) DROPPED OFF		
LOCATION		
CONTACT		
PHONE#		
DATE SHIPMENT PICKED UP	VENDOR	
LOCATION	ADDRESS	
CONTACT	CONTACT	
PHONE#	PHONE#	
SPECIAL INSTRUCTIONS		

MANIFEST#	SHIP VIA [ ] GROUND [ ] AIR [ ] OCEAN [ ] OTHER	
PO#	NO. OF PIECES	DATE SHIPPED
DEPARTMENT	CARRIER	EST. ARRIVAL
DESCRIPTION OF SHIPMENT	FLIGHT#	WAYBILL#
	SHIPPING CO.	
	CONTACT/PHONE#	
TYPE OF CONTAINERS	CONTAINER NUMBERS	
DATE CONTAINER(S) DROPPED OFF		
LOCATION		
CONTACT		
PHONE#		
DATE SHIPMENT PICKED UP	VENDOR	
LOCATION	ADDRESS	
CONTACT	CONTACT	
PHONE#	PHONE#	
SPECIAL INSTRUCTIONS		

PRO-FORMA SHIPPING INVOICE

COMPANY:		MANIFEST DOCUMENT#:			
PRODUCTION:		DATE:			
		DEPARTMENT:			
SHIPPER	**CONSIGNEE**	[ ] TEMPORARY EXPORT [ ] DEFINITE EXPORT (Expendables)			
Company:	Company:	TOTAL NO. OF PIECES:	PO#	PG. OF	
Address:	Address:			BOX OF	
		PORT OF EXPORT:			
		PORT OF ENTRY:			
Phone No:	Phone No:	SHIPPING AGENT:			
Fax No:	Fax No:	SHIPPER'S PHONE NO:		FAX#:	
Contact:	Contact:	CONTACT:		CELL:	

QTY	TYPE OF PACKAGING	DESCRIPTION	SERIAL NO.	COUNTRY OF ORIGIN	WEIGHT	UNIT PRICE	TOTAL VALUE

REQUEST FOR RETURN RETURN REFERERNCE NO:

COMPANY:		PRODUCTION:				
ITEM(S) TO BE RETURNED	**SERIAL/UNIT NOS.**	**MANIFEST NO.**	**CUSTOMS ENTRY NO.**	**DECLARED CUSTOMS VALUE**	**NO. OF PIECES**	**WEIGHT**
			TOTALS:	**VALUE**	**PIECES**	**WEIGHT**

DATE OF REQUEST:	**PROJECTED DATE TO LEAVE:**	**PICK-UP ITEM(S)/LOAD FROM:**
RETURN CUSTOMS DOCUMENTATION NO:	[ ] CAN LEAVE WHEN READY	
[ ] COMPLETE RETURN	[ ] HOLD FOR APPROVAL	
[ ] PARTIAL RETURN	[ ] MUST LEAVE ON: _____	
[ ] FINAL - PARTIAL RETURN		
[ ] RETURN FOR REPAIR	ESTIMATED DATE OF ARRIVAL:	

TRANSPORTATION:	**WAYBILL NO.**	*SPECIAL INSTRUCTIONS:*	
LOCATION TO PORT OF EXPORT:			
PORT OF EXPORT TO PORT OF ENTRY:			
PORT OF ENTRY TO DESTINATION:			
FINAL DESTINATION:	**VENDOR:**		
SHIPPING AGENT:	ADDRESS:	TRUCK LICENSE NO:	DRIVER:
PHONE NO:			
FAX NO:	PHONE NO:	SPOT-CHECKED BY:	
CELL/PGR#:	CONTACT:		
CONTACT:	HRS. OPEN:	**APPROVED BY:**	

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Chapter 23

Effects

INTRODUCTION

When you hear the word "effects," you might automatically think of *visual effects* – the creation of the impossible, or maybe you think of *special effects* – the techniques used to create the car crashes and explosions we've so routinely come to expect in our action movies. The effects explored in this chapter, however, will include visual, physical, mechanical – even special make-up effects – all of which collectively seem to be getting bigger, bolder and more outrageous with each subsequent picture and each passing year. And it's these collective effects that greatly aid and enhance the storytelling process, because there are no longer any limits to a writer's imagination or a director's vision (given a sufficient budget, of course). Even if you know what you're watching isn't real, it looks and feels real, and it allows you to be temporarily swept away into a state of suspended reality.

As the technology improves and directors, producers and technicians strive to continually push the limits (it's like a form of one-upsmanship on steroids), I'm reminded of a line in the classic movie *Key Largo*. In it, Lionel Barrymore insistently keeps asking Edward G. Robinson what he wants, and Bogey (there watching from the side) finally shouts out, "He wants *more*!"

Visual effects are created when outside elements, such as animation, matte shots, and computer-generated images (CGI) are integrated with original photography. The term *visual effect* also refers to the more traditional processes done during post production – reverses, dupes, flops, freeze frames, etc. *Physical effects* refers to the fabrication and development of models (miniatures); prosthetics; mechanically operated vehicles, puppets, robots and creatures and the creation of specialty props. *Special make-up effects*, used in the preparation of prosthetics, are included in this category as well. *Mechanical effects*, better known as *special effects*, encompasses the recreation of rain, wind and snow; explosions; crashes; bullet hits, etc.

The technologies and processes needed to create different types of effects are often interdependent, and those involved must routinely collaborate and rely on each other's expertise to achieve the desired results. To help put it all into perspective, imagine that you're looking at a storyboard depicting a rainy scene featuring an overweight old man being chased by an alien in Paris. Momentarily disoriented, the alien crashes into an open-air market stall that collapses around him, giving the old man a chance to escape. So here's one scenario of how it might all fit together:

- PHYSICAL EFFECTS: The overweight old man is actually a thin, young actor transformed by prosthetics and special make-up effects.
- VISUAL EFFECTS: Fast-forward to where the overweight old man is running in a partial foreground (open-air market) set. Behind this is a green screen that covers the area of the shot that the intended background environment (Paris and the Eiffel Tower) will eventually be composited into. Following the old man is a person in a full body and head black leotard which is covered with little reflective balls (targets) attached to strategic parts of his body.
- MECHANICAL EFFECTS: The partial open-air market has several off-camera wires attached to certain parts of the set to aid in its resettable collapse, and overhead plumbing has been installed to provide a partial rain effect to the foreground set.
- VISUAL EFFECTS: The actions of the bizarre dude in black (or rather, the reference targets on his body) are being tracked and recorded via multiple "motion capture" infrared cameras, so that his exact movements can later be assigned to and therefore replicated by the 3D, CGI-created alien. (As a side note, but sticking to the topic of motion capture, you might have read that in making *Avatar*, James Cameron took this technique to a whole new level by creating a small skull cap that hung a camera in front of the actors' faces, so as they performed, the camera also transmitted facial movements which were then assigned to their virtual characters.)
- POST PRODUCTION: The visual effects house will create a CG alien along with some CG rain and puddle elements. These will then be combined or "composited" with the set footage of the old man and some footage of the Paris background.

VISUAL EFFECTS

Once upon a time, visual effects shots were limited to processes such as double exposures, rear-screen projection,

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stop-motion photography, matte shots and miniatures. Today, as you're probably well aware, the sky's the limit. As a result, several studios, production companies and individual shows regularly employ entire visual effects units, headed by a visual effects supervisor, to oversee the entire process. The number of people needed to facilitate the effects on any one show will depend on the number of effects to be created, how complicated the work is, how many effects houses will be utilized, and, most importantly – what all film work boils down to – budgetary and scheduling considerations. Advancements in computer technology and software continue to be a tremendous asset to the field – creating an infinite number of creative options. High-speed Internet connections make it possible for CGI artists to live and work from anywhere, stills and quick-time movies can be e-mailed to and from anywhere with enough resolution to make professionally qualified decisions and a 15-second CGI shot can be transmitted over the Internet (at full resolution) in minutes (sometimes a bit longer, depending on the quality).

Few shows are currently being produced – from the mega-budget productions to the ultra-low-budgets – that don't use some visual effects. In an article in *Produced by* magazine (Fall 2008) called "Everyday Invention: Invisible Visual Effects," Colleen Wassel writes about the prevalent trend of *undetected* visual effects: *"Undetectable fixes and enhancements called 'invisible' effects, can be found in nearly every production. Everything from cityscapes to sunshine to tears can be added, and unwanted buildings, signs and wrinkles can be removed.*

Cost-saving advancements have made effects feasible for productions that traditionally shied away. Low-budget and independent projects benefit most from invisible effects like sky replacements, which can save takes when the light or weather doesn't match. Explosions can be small on the day, then digitally enhanced to big-budget effect. And a modest group of extras can be duplicated to fill a stadium."

Also helped tremendously by the ability to create invisible effects are TV shows on fixed schedules and budgets. Continuing with the ain't-technology-great theme, digital effects are now responsible for a myriad of creative solutions – like the ability to transport an entire cast anywhere in the world, to any imaginary galaxy or fantasy-like setting without having to purchase one first-class plane ticket or book seats on the space shuttle.

Visual effects are now routinely being created on digital editing systems (professional and home-based software systems (like Adobe's *After Effects*®, Apple's *Final Cut Pro: Visual Effect*® and *Shake*® and the various Avid programs). Effects for TV shows and smaller independent films are commonly being done this way, and on some shows, the editorial staff will include someone dedicated solely to creating digital effects. For larger-budgeted shows, deciding whether to do your own effects will depend on how experienced you are at the software and whether you have an experienced eye. You need to know what looks good enough or you need to have someone with an experienced eye looking over your shoulder letting you know if what you're doing looks *real*. Doing it yourself or having the work done at a visual effects house will depend on the complexity, resolution and technical requirements needed to achieve the desired shots, and your visual effects supervisor (or producer) will be able to tell you when an outside facility is required.

Although the possibilities appear to be endless, don't make the mistake of thinking digital just because everyone else is doing it. Depending on your project and budget, it's not always practical, cost-effective or necessary. If traditional techniques can be employed to achieve your shot, go for it. Ask your special effects supervisor which effects can be done practically, and consider more traditional photographic elements whenever possible. Don't just assume that anything can be accomplished by means of CGI, because that's not always the case. Be realistic about which effects will truly enhance or advance your story, understand what can be done and how much it will cost.

If your company doesn't have its own visual effects department, it's a good idea to bring an independent visual effects supervisor onto your film. If it's an effects-heavy show with a budget that will accommodate a larger department, you might want to consider a visual effects producer as well. Although their jobs may overlap at times, the producer is generally the one who will stay on top of the budget and schedule, line up shoots, facilities and equipment and keep things organized and running smoothly. The supervisor, on the other hand, is the more creative and technically involved. If you can only hire one, then a supervisor would function in both capacities.

On smaller-budgeted projects, you can make a deal with an effects house that will assign one of its own supervisors to your show, but this works best when you have a producer who's effects-savvy, or when you can hire a VFX (visual effects) coordinator to work with the effects house.

If your budget is tight and you think you can coordinate the visual effects work yourself, think again. Don't make the mistake of trying to save money by not having a qualified supervisor or coordinator onboard. Depending on the effects, you'll need at least one person, and possibly more, with a good working knowledge of visual effects (and related methodology) to coordinate and evaluate the work being created from multiple sources, schedule production work that must be done in conjunction with certain effects, monitor costs, make sure delivery dates are met and watch out, at all times, for the interest of the production. An effective supervisor or producer will know where to locate the best quality for least amount of money by making good deals with the houses that specialize in creating the exact type of effects you're looking for.

Smaller production companies shopping for one effects house to do their entire show will begin the process by

asking those under consideration for samples of their work. Those who pass the first hurdle will be sent a script along with storyboards or previz pages (or footage) illustrating potential visual effects shots, from which a bid will be submitted. Once the bids are all in and assessed, those still in the running will be asked to come in for a meeting, where, along with discussions of methodology, the director will share his or her creative vision. The chosen house will designate a supervisor who will usually come in for a second meeting where all shots, costs and schedules are discussed and confirmed. This is also the time to identify difficult effects, so the supervisor can focus more attention on achieving the most challenging and intricate shots. By working with only one house, you can often make a flat deal for the entire show. Though this will afford some amount of protection against overages for things such as added shots or effects that turnout to be more complicated than originally anticipated, the downside is that you also take the risks associated with remaining with one house and accept the results you get. Also, be aware that some VFX facilities, especially the larger houses, will have their resources booked six to twelve months in advance, which could obviously create certain limitations when shopping for bids.

On TV series as well as features, the VFX house supervisor, as well as the show's supervisor, will generally attend all production and concept meetings. Episodic series will generally budget for a certain number of visual effects shots per episode, and the show's visual effects supervisor will be responsible for suggesting the shots most needed to enhance or further the story. The supervisor will also collaborate with the show's editor on digitally created effects that can be done in-house. Whether it's an independent supervisor (or producer) or a house supervisor, expect that he or she is knowledgeable in choosing the right techniques and will endeavor to produce photographic realism. And expect that your supervisor will be on set handling all of your VFX shots, ready to catch any mistakes that could result in higher costs if not caught in time. Not choosing the right people in this field may not only leave you with effects of lesser quality than desired, but can also adversely affect both your budget and schedule.

One of the most common misconceptions regarding visual effects is that it's strictly a facet of post production. It isn't! It involves collaboration with multiple other departments as well (such as Costume, Camera, Editorial and Art). That's why the process must begin at the very earliest stages of pre-production, and it generally continues right up through the end of post production. And when you hear someone say, "We'll fix it in post," beware! That usually means it'll cost a whole lot more than you've anticipated, so you want to avoid committing to any effects work before confirming that you have a sufficient budget in which to do them correctly and sufficient time to complete them on schedule. Waiting too long to start the process will, at the very least, create added expenses and scheduling delays.

The steps one takes when contemplating visual effects are as follows:

- Breakdown your script and identify all shots you believe cannot be achieved by conventional production photography or mechanical effects.
- Have someone who specializes in conceptual design, storyboard all effects shots with clearly defined drawings or create visual aids such as video clips, photographs to help describe the desired effect.
- List each visual effects shot. Discuss and assess the methods to be used to accomplish each.
- Send the breakdowns and storyboards (and previz pages or footage if you have it) out to four or five visual effects houses for bids. Select houses that specialize in the type of effects work you're trying to create as well as those you know to be flexible and easy to work with. The bids should include estimated time frames needed to accomplish the work, as well as estimates on the cost of doing the work.

Once bids have come in, you may want to:

- Make script changes to eliminate or modify effects that are too costly and/or too time consuming to create as currently written.
- Go back to studio executives or your funding source to request a budget increase if your current effects budget is not sufficient.
- Extend your delivery date to accommodate the time necessary to create certain desired effects.

Once bids have been accepted, your visual effects supervisor will work with the various effects houses in creating an overall schedule. Upon budget and schedule approval, the work must start immediately. Some effects may take six months to a year to develop and perfect, and creating computer-generated effects is also a very lengthy process. Certain effects will take longer to create than anticipated, and concept or design changes are often made along the way. Starting the process as early as possible will enable you to better support these delays and changes.

Although your effects supervisor will work closely with both the UPM and first assistant director, having a first AD who's effects-savvy will be extremely helpful when it comes to scheduling, setting up effects shots to be done during production and working with a special effects crew or unit. When it comes to equipment, the effects supervisor will let the UPM know in advance if any special equipment will be needed, such as a blue screen, green screen, a *motion control* camera system, etc. A motion control or MC system is a computer-controlled camera rig used to create complex and repeatable camera movement in visual effects shots. It's an essential tool in VFX photography when different elements of the same shot require identical camera motion, for example when live action is being combined with either miniatures (by

scaling down the repeated move to the scale of the miniature), or with CGI elements (when motion data can be exported or imported into or from a 3D computer graphics system).

As for the blue and green screens, I've always been a bit confused when it comes to the difference between using blue or green, but I found a good explanation in the Fall '08 edition of the Producers Guild publication *The Networker* in an article called "Green Screen Workshop" by Mark Marabella. In it, Marabella explains that although blue screens are still being used, green is the color of choice these days. The particular green being used is unique and rarely found in the natural world, wardrobe or set design. This tends to make it easier to separate from the foreground. Though if you plan to incorporate natural elements like fire, rain or snow, then a black background may work best. Marabella goes on to explain that whatever the color, the lighting is critical. The screen must be lit softly and evenly – as close to sunlight on an overcast day as possible. And if not lit correctly, digital artists will have to *fix it in post*.

All effects-related production needs – shooting, crew, and equipment – must be worked into the budget and schedule during pre-production. If the proper time and budgetary requirements aren't considered up front, it could become a much more costly and time-consuming process to squeeze them into the schedule at a later date or after the completion of principal photography. Also, not having the necessary production footage in a timely manner may likely hold up the work being done at the effects house.

Certain effects elements, such as matte shots (which are achieved by masking out parts of an image using a matte and superimposing another image so that it may be combined with the rest of the original), can be added during post production; but, remember, visual effects is not just a function of post production – it requires planning and work that must begin during the very earliest stages of pre-production. Not being able to anticipate and integrate the elements essential to achieving the effects you desire may prove to be disastrous to your budget, to your schedule, and, perhaps, to your picture.

PHYSICAL EFFECTS

One does not generally hire a physical effects coordinator or department, but retains the services of individuals or outside companies who specialize in the fabrication of prosthetics, models, puppets, mechanically operated creatures, etc. Most of these elements are used in conjunction with visual and/or mechanical effects, and examples of this might include the construction of a 3D model enhanced with digital imagery or a mechanically operated vehicle rigged to blow-up in the heat of an action sequence. Some special effects supervisors have the ability to construct models, props and anything mechanically driven, and others collaborate with those who specialize in these fields.

The use of models (such as model ships, aircraft, bridges, entire towns, etc.) can eliminate the need to build expensive sets and allows you the opportunity to shoot in far-away locations without leaving your own backyard. Well-constructed and well-lit 3D models, photographed in-camera will produce shadows and depth that make the image come alive and appear real. A like digital image with a single light source may appear flat and devoid of lifelike shadows without getting into costly CGI expenses.

Prosthetics are three-dimensional "appliances" affixed to a body to alter the body's image. This would include such things as aging skin, scars, burns, mutilations, a sixth finger, a mermaid tail, a full creature or animal suit. (Think Brad Pitt in *The Curious Case of Benjamin Button* or some of the quirky-looking crew members in *Star Trek*.) It's a process that often combines propmaking, special make-up effects and puppeteering. More complicated prosthetics might require a mold of an actor's body (a "life cast") that's sculpted to create a desired effect. The materials used to create prosthetic pieces will depend on their location on the body and how flexible they need to be. Foam latex is often used for facial appliances, because it's natural looking – although fragile and not reusable. Denser silicones and certain urethanes are also used. They're reusable, but not as naturally flexible. Facial appliances can involve anywhere from a single to dozens of individual prosthetic pieces, depending on the complexity of the desired look. Prosthetics are also sometimes rigged to include cable or radio-controlled facial movements and expressions. These processes can be both time-consuming and expensive.

As with visual effects, locate individuals who specialize in the physical effects you're seeking, see samples of their work and get bids. Those selected should be brought into your project during the early stages of pre-production, as sufficient time must be allowed for development, construction, testing and possible changes. Keep in mind that prosthetics work cannot begin until respective actors have been cast. Arrange meetings between all those involved if models, prosthetics, props, etc. are to be integrated with other effects and/or departments, and closely monitor the construction of these effects to ensure that they are meeting your expectations and are remaining on budget and on schedule.

MECHANICAL EFFECTS

There are few shows that don't utilize the services of a special effects crew, even if it's just for a day or two to create fog or rain. As current production trends and

competition for box office revenues create the desire for bigger, better, and more innovative effects, this entire aspect of filmmaking is expanding and becoming increasingly complex.

But even though it makes more sense to create an effects shot practically instead of digitally, sometimes the opposite is true. When contemplating what's going to be done practically, consult with your SFX supervisor as to what these shots will cost, how long they'll take to accomplish, what the safety risks will be and if they're even possible given the limits of your location(s), schedule and budget. Know what you're getting yourself into before you even start in order to make the best decisions for your show.

Mechanical effects are most commonly known as *special* (or *practical*) *effects*, and those who work in this field are responsible for activities such as the:

- Recreation of atmospheric conditions such as: wind, rain, snow and fog (ranging from mild to extreme)
- Handling of fire and steam
- Rigging for accidents, crashes, near-misses, etc.
- Rigging for all types of explosions
- Handling or supervising of hydraulic work
- Rigging of bullet hits ("squibs")
- Rigging and handling of all flying work (whether it's a person, creature or vehicle doing the flying)
- Rigging of tanks and pools for water work
- Handling and supervision of retractables (such as knives) and breakaways (rubber, balsawood, glass, etc. – made objects manufactured to easily and safely break)
- Handling, supervision and possibly the manufacture of synthetic (rubber) props – or "mold making"
- Miscellaneous maintenance, repairs and rigging for other departments

Special Effects supervisors and coordinators generally have their own workshops and mobile facilities (usually housed in at least one 40-foot trailer) and are the bearers of several federal, state and local licenses. The primary federal license issued here in United States is from the BATF (Bureau of Alcohol, Tobacco and Firearms), and it governs the use of explosives and the handling of hazardous materials. Local pyrotechnic licenses are usually obtained through the city fire marshall. Certain licenses are required for each state in which you are working, so before shooting on a distant location, make sure your effects crew is certified to work there. Because the regulations associated with licenses issued in different states and municipalities all vary to some degree, and more than one may be required in any one location, the rule is that the strictest regulations take precedent. Other licenses and certifications held by effects personnel include those in: welding, scuba, AC/DC electronics and mechanics.

There are special effects supervisors and coordinators who do it all – their own model-making, hydraulic work, molds, etc. – but not all are that versatile. Those who don't do it all need to know who to bring on to their crew or which company to contract with that specializes in exactly what they need. Bringing in the best people available will help to assure the quality, accuracy and safety of any given gag.

Safety is one of the most important factors to consider when incorporating effects into your show – both the safety record of your effects crew and the safe construction and implementation of gags. Pertinent safety bulletins should be attached to call sheets the day before major effects are scheduled and safety meetings held on-set prior to their execution. When it comes to safety, corners should never be cut, schedules compromised or money saved to prevent accidents and injuries.

The effects coordinator works closely with both the stunt coordinator in the design and rigging of stunts and with the construction coordinator in the building of structures that are to be rigged for explosions, crashes, etc. Also, as previously mentioned, he works in conjunction with the visual and physical effects people on the overall creation and implementation of effects. Although the physical effects people might provide a model of a house, for example, it's the mechanical team that makes that model come alive with smoke coming out of the chimney or a stream running along the side of the house. And while the visual effects crew will supervise this shot against a green screen, it's the mechanical crew that rigs the mermaid – allowing her to leap out of the water and through the air in front of the green screen (ultimately to be replaced with a shot of the harbor).

Utilizing different methodologies, there are certain effects that can be accomplished either visually or mechanically. It's therefore prudent to have both visual and special effects supervisors provide bids and time tables for accomplishing each gag. It is also helpful to see examples of similar work they've done, so in addition to cost and time factors, you can compare quality and believability as well.

Bring your special effects coordinator on as early as possible during pre-production, and have at least one effects meeting (more if time permits), so all effects work – visual, physical and mechanical – can be discussed, coordinated and scheduled.

My thanks to Michael Owens, Matt Kutcher and Don Pennington for their contributions to this chapter.

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Chapter 24

Specifically Television

INTRODUCTION

In many respects, making a movie is making a movie is making a movie. No matter which form it takes, many of the steps we take and the guidelines we follow to achieve a viable finished product are the same, whether it's a show being projected on a big theatre screen, a home television, a computer monitor or a tiny cell phone. But there are considerable differences in each format, and in this chapter, I'll touch on a few aspects of television production, which in themselves, are quite varied.

I did quite a bit of episodic television and movies for television early in my career and one reality pilot a handful of years ago, and I can tell you that working in television can be considerably more challenging than working on moderate- to high-budgeted films. You're working within the confines of a locked budget and schedule, which is much tighter and shorter than most features. When you're on a series, in particular, the writing, prepping, shooting and post is all occurring on different episodes – all at the same time. TV is its own three-ring circus, and churning out shows takes multitasking to a whole new level. It's similar to low-budget filmmaking inasmuch as those involved, like it or not, learn to be more efficient, resourceful and creative with what they have to work with. Although it's sometimes challenging to lose the label of being a "TV person," it's been my experience that if you do well in television, you'll usually do well in features, because it's a great place to perfect your craft.

A lot of talented people choose to work on television series in particular, because it often gives them longer stretches of employment. It frequently allows them to sleep in their own beds at night and stay closer to their families; because unlike features, episodic television doesn't usually shoot on distant locations (although some reality shows do). If you can get on a series, and it runs for a while, you'll know when you're going to be working, and when you'll have time off. If your show's been picked up for a another season, it's time off you can enjoy, because you know that you're going to be going back to work when the hiatus is over. You probably won't make as much money, but you'll have an easier time of planning your life. Some of the best shows I've ever been on were series, because TV crews that work together for long periods of time tend to become close and create their own type of family bond.

SHOWRUNNERS

Unlike features, where in most instances, the director is the one who holds the creative power – on a TV series, it's the executive producer, also known as the showrunner, whose vision reigns supreme. Showrunners exist in every facet of television, but a few examples from the world of episodic dramas would include David E. Kelley (*Ally McBeal*, *The Practice*, *Boston Public*, *Boston Legal*), Alan Ball (*Six Feet Under*, *True Blood*) and Shonda Rhimes (*Grey's Anatomy*, *Private Practice*). A good example of a reality showrunner would be Mark Burnett (*The Apprentice*, *Survivor*, *Shark Tank*). More than a producer, head writer, casting director, person in charge of physical production, the showrunner is responsible for all creative aspects of the show as well as its day-to-day management. Many (but not all) create the shows they helm, pitch and ultimately sell to a network. And it's to the network that they answer to, receive script notes from and stay connected to throughout the life of the pilot and/or series.

When individuals with good series concepts don't have the clout to even get to bat with a network, many will make their pitch to an established showrunner, who will (if it's their kind of show) run with it – bringing the creator on as the co-executive producer. Networks will also sometimes team less-experienced writer/producer-types with better-known showrunners before ordering a pilot.

TV DIRECTORS

With two-hour cable movies and mini-series being exceptions, and possibly multicamera sitcoms that may use the same director throughout an entire season, directors on most television series are brought in as (for lack of a better word), "guests," to direct individual episodes. They're not part of the staff unless they also happen to be the executive (or co-executive) producer, creator and/or a staff writer. They work within a fixed structure, a template of sorts, and have little or no input on the overall style and essence of a show – unless they've been hired to direct a

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pilot, in which case they're much more likely to be instrumental in creating the look of a show. When brought in on an existing series, however, the crew, the cast of characters, the look, the sets, the tone and basic location of the show have already been set, and the guest director has to find a way to meet the needs of the show while still bringing his or her own personal touch and creativity to the table.

Directors who have done features are sometimes hired to work on episodic television (on pilots and cable series in particular, where creative input is more welcomed) and are hired again if they can handle the differences and demands of television. It can be quite a challenge to not only work within the constraints of much tighter budgets and schedules than what they're accustomed to, but to also work in an arena where they're not in charge.

Directors are often chosen because of their past track record with a certain show or sometimes because of their body of experience. Selection is also often based on matching a director's individual strengths to the needs of a particular show, whether it's someone who's decisive and fast, a master at action sequences, great at working with performers, technically adept or someone who has the creative talent executive producers and/or networks look for when choosing someone to direct their next pilot or episode.

Some executive producers and/or writers are also directors, and as part of their deal on a series, they'll often by contracted to direct a certain number of episodes per season – maybe even the pilot. Once a series has been established, promising new directors are sometimes given a chance, and it's not usual for a number of directing slots to be awarded to select members of the cast and/or crew (oftentimes, the DP and 1st AD).

When it comes to navigating the routine, the personalities and the politics of any particular show, guest directors have to rely heavily on guidance from their 1st assistant directors. The 1st AD (who knows all the ins and outs of the show) will help the directors stay on track – a chore made even more of a challenge when the script is delivered late and prep days are rushed beyond an already tight schedule. But regardless of how much help is given, guest directors need to do their homework and be meticulously familiar with the visual aspects of the show, the storylines and the characters, so each episode (no matter who the director is) has the same look and feel as the others, and there's continuity in the performances.

Additional photography and reshoots can a bit of a problem for TV directors, in that it's typically not determined that additional shooting is even necessary until after the director is off the show. In many cases, the director isn't able to come back – either because of other commitments or because the production doesn't want to or can't afford to bring him or her back for another day of work. It's an issue the DGA is trying to resolve.

CABLE MOVIES

Most cable networks are well-oiled machines that oversee every aspect of some of the best quality programming on the air. Movies made for cable networks are most like working on a feature, but their shows have to fit into a box – a box with a very fixed budget and schedule. Budgets range from approximately $6 to $15 million (depending on the network, union and guild affiliations and where they're being shot). And as with features, state and country rebates and tax incentives play a large role in deciding where a show is shot. Cast salaries are commonly capped at $1 million. Shows generally have an eight-week prep, take 30 to 35 days to shoot and stick to an 18- to 20-week post schedule. It's a good formula that's been working well for a long time.

THE ONE-HOUR DRAMA

Overview

Production is run in much the same way as it is on a feature, but everything moves at an accelerated rate. And on the frequent occasion when scripts are delivered at the last minute, pre-production is handled at warp speed. Episodes are prepped, shot and shepherded through post, all at the same time. In spite of the tight schedules, both directors and DPs are challenged to leave their creative marks. It takes competent organizational skills, some quick thinking, creative problem-solving and a cohesive team effort to get quality shows out and delivered to the networks on time.

A new series starts with a pilot episode that's been "picked up" by a network. Pilots are generally shot in the spring and have double the budget and shooting schedule of a standard episode. They're also judged to have enough story potential for 80 to 100 scripts, which is required for it be sold into syndication later on down the line. (Syndication is the sale of the right to broadcast television shows to multiple independent stations.) As a rule of thumb, the second episode is a lot like another version of the pilot, in that it reintroduces the storyline and characters (ideal for those who didn't see the pilot). The second and third episodes are geared toward continuing to hook an audience, and it typically takes three or four episodes until the viewing pattern of the audience is known. I'm sure you've noticed, however, that sometimes a network will pull an underperforming show before it even gets to the fourth episode, even though some of the most successful shows in the business took time to find their audiences – *Cheers* being a prime example. For series that do continue after the first few episodes, more often than not, it's those first several episodes that are more expensive and better looking than are the ones to come (often forcing producers to spend less on the episodes shot toward the end of the season).

The executive producer will assemble a team of writers to work together to determine the season's storylines, and then the writers are assigned to write individual episodes. There's a good chance that the EP will also be writing some of the episodes, especially if he or she is the creator and/or wrote the pilot. Some shows will accept scripts from outside writers, and all scripts not written by the EP are polished by the EP. Notes are also received by the network and/or studio, some of which result in changes. A lot has been written on the topic of network notes, including articles on the political tightrope showrunners have to walk when dealing with network executives and their notes – some of which prove to be insightful and helpful, others of which totally miss the mark. There are also times when these infamous notes become a source of satirical material, as is the case with the very funny book *A Martian Wouldn't Say That!!* complied by Diane L. Robinson and edited by Leonard B. Stern (Tallfellow Press).

Most one-hour pilots shoot for 13 or 14 days, and once the show is picked up, overlapping prep and shoot schedules are the identical number of days – seven to nine days on average. Crews range from 70 to 100, and six to eight (script) pages are shot each day to stay on schedule. To help keep shows on schedule – most one-hour drama series are budgeted for two cameras – the second (or "B camera") often being a Steadicam (for stable and fluid handheld shots). Splinter units (small units that shoot concurrently at the same location while the main unit operates elsewhere) are frequently used to shoot inserts, and if needed, a full but smaller second unit is used to shoot pickups, accommodate overlapping schedules or just to catch up.

Episodic shows employ alternating first assistant directors, so one can be prepping while the other is shooting. On larger shows, there might even be a third 1st AD to handle second unit, green screen, reshoots, etc. Depending on the continuity demands, there might also be two script supervisors – each receiving two and-a-half days of prep per show. Some series hire alternating DPs as well. And when that occurs, it only works if both are in sync as to the look of the show. Alternating DPs prep with respective directors, which makes for a more cohesive shoot once they get on set.

One-hour episodic dramas are shot on film or HD and are delivered on both HD and videotape elements. As for the post process, there are normally three editors and two assistant editors who alternate shows, and more often than not, work on Avid editing systems. The editor's assembly is usually completed within four days after a show has been shot, and then four days are taken for the director's cut. The producers take four to five days to make their changes, and then the picture is locked. Post schedules run from 21-plus days on the high side to fewer than seven days when critical airdates have to be met. Post production schedules are made at the beginning of a season and are based on predetermined air dates.

From a production standpoint, pre-production and principal photography on a drama series is like making shorter movies in a fraction of the time with a fraction of the budget. And because of the situation these days where studios own networks and networks own studios (NBC-Universal, CBS-Paramount Television, Disney-ABC, etc.), the production personnel on a series are apt to be dealing with executives from both a studio and network. In fact, when a series is being produced by a studio, it's likely to be subject to mandated salary guidelines and box rental rates, which will be provided by the show's respective production executive. Competitive bids also have to be submitted on all equipment packages. For series that have permanent sets housed on a studio lot, the production is almost always required to use/rent the studio's set lighting and grip packages when shooting on stage. Outside lighting/grip truck packages from another vendor can usually be used when shooting on location.

If the series is being produced by a studio, then the network pays the license fee to the studio for the right to broadcast the show, and this fee is renegotiated each time the show is renewed for a new season. (Traditionally, as a show moved into a second and subsequent seasons, the budgets went up and the crew frequently received small raises. Now, it's as likely that the budgets will stay the same or even go down a little, and much to the disappointment of the crew, salaries will stay the same.) Although the more popular the show, the higher the license fee, it's never enough to cover the entire cost of producing the series. So the studio absorbs the deficit financing and hopes to make good on their investment when the show goes into syndication and entire seasons' worth of episodes are released on DVD and other ancillary markets. In some cases, a network may own a series they broadcast and totally fund it themselves. In those situations, syndication, DVD sales and any other revenue generated from the series would revert solely back to the network.

Airdates

The time span between the start of prep and the premiere of the first/pilot episode is typically three or four months, and that span decreases with each subsequent episode. Airdates are spread over an approximate 34-week period, and because there are fewer episodes than weeks in the schedule, preempts (postponements of episodes from given airdates) are slotted in at strategic points to complete the remainder of the schedule. Shows will naturally be preempted for the airing of events like election results, the Olympics, Super Bowl and World Series. And when those types of big events are broadcast on another network, that's the perfect time to air reruns. The holidays are another traditional time to air reruns.

Another significant scheduling consideration are the *sweeps* weeks, of which there are four – one in November, February, May and July, although the November and February sweeps are typically considered the most critical. It's during these weeks that higher-profile episodes are aired to attract big Nielsen ratings. Taking everything into consideration, the objective is to run enough first-run episodes at the beginning of the season to hook an audience, not to air too many reruns in a row, to wow them during sweeps week and leave them wanting more by the end of the season finale – making it to the end of the schedule with enough time in-between airings to get all 22 episodes completed on time.

Titles

Having primarily worked in features the past many years, I find TV credits incredibly confusing – especially when it comes to producer titles. There's a wide variety of credits used on different types of television shows, but few are carved in stone and many are somewhat arbitrary. The following are some of the credits you might find on a one-hour drama.

The *executive producer* (EP) is at the top of the hierarchy as described earlier in the chapter and may be the creator and may have written the pilot episode. A *co-executive producer* may be the creator or co-creator of the show, a director or staff writer, but more importantly, this person reports to the EP and is responsible for all creative operations related to the show.

When you see a *"Produced by"* credit, it denotes someone responsible for all of the physical logistics of the series – from pre-production through delivery. A similar job is that of the *line producer*, but that person's physical production duties usually don't reach as far as post production.

Someone who gets a *producer* credit is often a staff writer. A *co-producer* can also be a writer – possibly one who has moved up from story editor or a deserving associate producer who's been given a better title. Those receiving a *supervising producer* credit denote individuals who make significant creative contributions to the show and/or have a proven track record of producing. And a *coordinating producer* can be another title for a supervising producer, or it could be a credit given to a UPM who deserves more recognition.

A *creative consultant* may be someone who helped create the show but is no longer involved, or as it relates to comedies, it's likely to be someone (not on staff) who comes in to "punch up" the script and make it funnier. A *consulting producer* also refers to someone not on staff – most often a writer who comes in occasionally.

An *associate producer* almost always refers to someone who oversees all aspects of post production and delivery. If you see the titles *post production producer* and *visual effects producer,* these individuals very likely to have started out as post and visual effects supervisors and have a proven track record of outstanding work.

A Prep Schedule

The following is what a very basic eight-day prep schedule might look like.

Day #1: There's no director. Assuming the final shooting script is ready on time, the 1st AD starts breaking down the script and working on a tentative shooting schedule. Other departments start prepping as well.

Day #2: The director starts and is joined by the producers, writer, 1st AD and editor for a *Tone Meeting*, which lasts about two or three hours. During this meeting, the story and characters are discussed as well as the important beats of the show and critical production issues and concerns. At this time, the director also discusses his concerns. The Tone Meeting is then followed by a *Concept Meeting*, attended by the director, writer, producers, 1st AD, the production manager and all key department heads. During this meeting, the script is discussed from a production standpoint and questions are brought up. And although there may not be answers to all of the questions at this point, the meeting allows everyone to at least start moving in the right direction. It usually lasts about an hour and a half. Both of these meetings present opportunities to bring the two very distinct worlds of *Creative* (the EP and writers) and *Production* (the line producer, UPM, 1st AD, production coordinator and production accountant) together – the one team that conceives of a story and the other team that has to figure out how to actually make it happen.

This is also the day that location scouting and casting begins. Often, though, both of these processes have already begun, as the line producer has been able to pilfer information about the script before it actually materializes. Additionally, this is usually the day that a director new to the show will be introduced to the permanent sets.

Days #3, #4 and #5: Location scouts, the casting of guest roles and departmental meetings ensue. Department heads will usually turn in their preliminary budgets to the UPM, the budget continues to be tweaked and the construction of swing sets starts as soon as possible.

Day #6: Tech scout.

Day #7: Department heads turn in their final budgets, and a full production meeting is held.

Day #8: This is the day that many shows have a cast read-through with writers, producers, co-producers, cast, UPM/line producer and network executives in attendance. It's held during lunch, so the cast can attend. This is also the day that the budget is locked and sent to the studio or network for approval.

Also during this prep period, construction/painting, set dressing and the prelighting of swing sets is taking place

(unlike the permanent sets used throughout the entire series, swing sets are short-term sets are built for specific episodes). Costume fittings are scheduled as soon as each of the episode's guest cast is set; music prerecords, video preshoots and still preshoots are scheduled as necessary. Before the first episode of each new season, make-up, hair and wardrobe tests as well as camera and lighting tests are also planned as needed.

Keep in mind, too, that while all of this is happening, another episode is being shot and others are in post – keeping certain members of the staff and crew constantly jumping from one meeting and decision to another.

Also during this prep period, the showrunner will receive script notes from the head of Current Drama at the studio or network. The script is also reviewed by Standards & Practices. Unlike a feature, all scripts (as well as product placement deals) are also subject to review by network Broadcast Standards and Practices.

Budgets

Because of the singular nature of pilots, they're budgeted the same as features. Once a pilot is picked up, however, a new series will have three basic budgets, which are:

- The *Pattern Budget*, which is a template for what one episode will cost. For a one-hour drama, first-year show, pattern budgets tend to run between $2.5 and $2.8 million. High-profile shows that have been on the air for a while can cost upward of $4 million an episode.
- The *Amort Budget* (short for *amortization*), which reflects the costs associated with general prep and wrap of the series, permanent sets, facilities and other costs not associated with specific episodes. Examples would be the construction and dressing of permanent sets, creating a basic wardrobe for series regulars, wigs that will last the entire season and setup time for the departments. These expenses are amortized (spread out) throughout an entire season.
- The *Episodic Budget*, which – having used the pattern budget as a jumping-off point – reflects the specific costs associated with each episode.

The Cast

Unlike features, lead cast members rarely have personal assistants or their own wardrobe, hair and make-up people – unless it's a single-star show.

When the show features an ensemble cast, then *favored nations* is commonly used when it comes to negotiating contracts for cast regulars, recurring and guest roles. Favored nations means that no one gets more of or better than anyone else; what's denied to one performer is denied to them all. I was on a series once that starred two rather well-known female leads. The world almost came to an end the day one of them discovered that the other had a dressing room trailer that was three inches longer than hers. A favor or perk for one meant that we had to grant a like-favor or perk to the other (even if she hadn't yet asked). I'd never seen such competition and can't imagine what it would be like with an ensemble cast of seven to twelve high-profile performers on one show *without* favored nations.

On another series I worked on, there was an actress who had a regular supporting role – she wasn't even close to being one of the leads (and the leads, by the way, were both lovely people who appreciated everything and anything that anyone did for them). For this one young actress, however, no matter what we did for her, no matter how deferential – it was never enough. She acted like the Queen of Sheba, and did nothing but complain, demand and seek attention. I ended up going to my friend Phil Wylly, who was the UPM on the show, and I suggested that perhaps he might ask the producer to have a talk with Her Highness. I don't remember if the producer ever talked to her, and I don't remember her having changed in the slightest, but what I do remember is Phil telling me is that if it wasn't for her and the rest of the cast, we wouldn't have a job.

That statement is even more appropriate when a series is carried by one high-profile actor. When that's the case, expect plenty of perks and "personals" (assistant, hair, make-up, wardrobe, etc.) This actor's contract may also stipulate how many hours a day he or she can work and may include a day off every so many weeks. When an entire show revolves around one person and that person gets sick or injured – or even disgruntled – everything slows down or stops, so great lengths are taken to keep that actor healthy, happy and safe.

The HD Factor

One-hour dramas were traditionally shot on film, and most are now shooting on HD. One might assume that it's cheaper to shoot on HD as opposed to film, but the cost difference isn't significant. Though film stock and lab processing costs are out of the picture, HD cameras, support equipment and labor tends to be pricey.

Sets take a little longer to light when shooting on HD, and they're lit differently. Lights are positioned after looking into a monitor opposed to a light meter, and the balancing is more tricky. As high definition photography produces a high-resolution picture – an image with tremendous clarity, more care must taken with the painting of sets, wardrobe, make-up, anything that appears in front of the camera – because *every* flaw and blemish now shows. And when shooting exteriors, the lighting has to be even, so incredibly large silks and scrims are often used to diffuse bright light and create shade, because HD can't

handle contrast as well as film. Also, film has been a known format for about a hundred years, but HD technology is continually evolving, and no one HD camera is right for all cinematography situations.

Another significant change from a film shoot comes by way of the camera department, and now, instead of a film loader, there exists a DIT – a digital imaging technician. DITs are more expensive than loaders, have more equipment and need more time to drag their equipment around from one setup to another. They prepare and format digital capture media (be it hard drives, cards or digital tape), implement camera settings, oversee any problems with the camera, convert raw footage files for offline editing and back up all data files (captured footage) from the shoot. They also ensure that the look of the tapes and camera consistently match. Often, a digital utility person is hired to assist the DIT in setting up and moving the complex and cumbersome digital equipment array.

There are two HD record stations (also referred to as "video villages") on set, and a utility person is needed to help set up the equipment. Among the other gear, each video village contains a large HD monitor and color-correction equipment for image quality reference (being able to color-correct on set saves a lot of time in post).

Some Differences Between Broadcast Network and Cable Shows

Take away the screen credits, commercials and network promos, and a one-hour episodic drama airing on a broadcast network runs between 41 and 44 minutes long. One-hour premium cable series (produced for HBO and Showtime) run approximately 50 to 60 minutes, because they don't have commercials. (Other cable networks such as TNT, TBS, FX and AMC have commercials.)

Established series airing on broadcast networks (CBS, NBC, ABC, Fox, CW, etc.) commonly receive an order for 22 episodes that will air within a 34-week span – the traditional September through May television season. A new show may only get an order for 13 episodes (including the pilot) but another nine are often tacked on later if the show does well in the ratings. A cable series (airing on HBO, Showtime, AMC, Bravo, TNT, Lifetime, FX, USA, etc.) on the other hand, will only offer 12 or 13 shows per season, and that season may start at anytime throughout the year.

You've probably also noticed that broadcast networks have more stringent regulations governing the use of strong language, ethical and social issues than do cable networks. These regulations are administered by Broadcast Standards and Practices as well as the FCC. Standards and Practices departments vary a bit from network to network, but they're all vigilant about reviewing scripts, script changes, product placement deals and rough cuts in order to stay on top of all moral and legal implications relating to the programs they air. Cable shows, on the other hand, tend to lean more toward shows that are edgier, more explicit and frequently use more colorful dialogue. Additionally, you've probably have noticed that broadcast networks impose content restrictions based on the time a show is aired – the earlier in the evening, the more restrictive. Cable networks impose fewer limitations.

REALITY TV

Reality as a Genre

Talk about fast and furious. I don't know if commercials have anything on the frenzied pace of reality TV. I've only worked on one reality (or what's called a *nonfiction* show), which was a pilot that was never picked up, but I've had my taste. I found the terminology, paperwork and crew slightly different than what I was used to, and it reminded me of low-budget guerrilla filmmaking – a kind of fly-by-the-seat-of-your-pants operation that's very unstructured. My friend Matt Kutcher calls it "controlled chaos." By its very nature, you can schedule and prepare for only so much in advance. Whether contestants are placed in everyday situations or in foreign environments, they ultimately find themselves dealing with extraordinary circumstances. An extreme rivalry is created, and the conditions they're thrust into spontaneously evoke the best and the worst in their natures, including an entire range of consequences and emotions (tragedy, comedy, drama, frustration and/or triumph). This might make for popular television, but it becomes almost impossible to predict, script or plan for what's going to take place or when those pivotal moments are going to occur. One can script some portions of some reality shows, and producers can create situations that will provoke specific outcomes, but there will always be unknown variables (those "ah-ha!" moments) that can't be anticipated until they happen.

There are different categories of reality shows. Among the most popular are the competition shows like *Survivor*, *American Idol* and *Dancing with the Stars*. Then there are the docudramas like *Super Nanny* and *Extreme Makeover*, which center around a slice-of-life scenario as you watch people react to circumstances created by the show's producers and/or by their own life. There are shows that are docudramas within a competition, which makes for even more drama, like *The Biggest Loser*. Also included under the umbrella of Reality are game shows, talk shows, court shows, variety and award shows. You'll find game show elements introduced into several other types of shows, and almost all of them have some scripted elements or are set up as improv with storylines.

Each program follows a different formula, and because they're all so different, schedules vary widely – the easier

game shows typically taking less than a day to shoot (some productions are known to shoot up to eight game shows in a day), yet another show might require 100 hours of shooting, or possibly a week. Some are shot on a standing set on a sound stage and others on remote locations throughout the world. Most are shot on HD, and though certain shows will require one camera crew, others will employ multiple camera crews – all shooting at various times of the day and night. The hours are long and salaries tend to be lower in comparison to other television shows or films. Budgets are also typically lower than traditional episodic television shows, and for a one-hour show, they generally run anywhere from about $400,000 to $2.5 million.

Casting

On a cast-heavy show, a fair amount of the budget will go into securing the ideal competitors, family, team, people; and casting departments tend to be rather large. The ability to create the show's characters by finding just the right personalities and being able to predict relationship dynamics is a lot different than casting or selecting particular actors for specific scripted roles. It takes a specialized talent to be able to cast the right people in a reality show, and you'll note that on some shows, the person doing the casting will receive a *Casting Producer* credit at the end of the show.

Participants in the show are either paid to appear or receive compensation for the loss of their everyday salaries for the time during which they appear on the show.

Insurance Considerations

Certain types of reality shows are prime targets for lawsuits and insurance claims, so if you're working on one, make sure to get a copy of all related network guidelines and talk to your project attorney about securing all necessary releases (including confidentiality releases from all cast and crew members). And expect background checks to be part of the process when selecting individuals to be on the show. As for your insurance package, when there's a greater risk of injuries occurring, premiums could run a few thousand dollars more than they would on a traditional hour-long television show.

Product Placement

In association with major advertisers, product placement is big business in the world of reality. There seems to be a greater acceptance of brand names when they show up in realistic settings opposed to scripted scenarios. There's such a preponderance of product integration deals these days, I found countless articles on the topic as well as a Nielsen study of broadcast TV shows with the most product placement – nine out of ten of them being reality. They also cited a list of the ten most effective product placements on brand opinion.

On-air product integration is low-cost exposure for advertiser's products, whether it's the prizes given away on game shows, the Coca-Cola sitting on the judges' table during contestant performances on *American Idol* or the Sears appliances being donated to the families appearing on *Extreme Makeover: Home Edition*. Entire shows have been paid for by sponsors, and every day, thousands of products are being fully integrated into shows – used, consumed, worn and mentioned.

Product placement/integration is a great way to offset production costs, but it shouldn't be done without the involvement of the shows' respective networks to make sure that "payola" laws and/or broadcast standards aren't being violated and that it won't affect potential syndication deals down the line.

Staff and Crew

At one time, reality shows typically used nonunion crews, but as more union and guilds are creating new contracts to adapt to this type of production, more and more reality shows are signing union and/or guild agreements.

Crews are a bit different than the ones I'm used to on features. Instead of a gaffer (or chief lighting technician), there's a lighting director. Each show has a technical director, who works out of video village or in a control room and is in charge of setting up all of the electronic equipment. And a video operator's job includes "painting the cameras" – matching multiple cameras on the fly so that the look (colors, brightness, etc.) are the same if shot in a studio setting. You have a production manager whose prime responsibility is lining up both the equipment and crew. It's the production supervisor who functions in a capacity similar to that of a script supervisor – working with the ADs, timing out shows, matching continuity, keeping track of the action, and in some instances, taking notes for the editors.

A number of reality shows entail a great deal of planning, logistics and traveling, and it takes a well-organized staff and crew to make it all happen with as few hiccups as possible. As on other kinds of television programs, the executive producer is at the top of the totem pole with the ultimate authority for managing all aspects of the show. Other members of the production staff might include the following:

- Supervising Producer: this slot might be occupied by a line producer, although in recent years, some shows have given the title of supervising producer to a line producer whose position has become more creative. So even though this person is still involved with budgets and schedules and is the one who approves time

cards and invoices, he oversees producing teams, features producers, associate producers and PA/loggers; develops stories with producers; assists producing teams with bookings, helps pre-produce the stories being shot in the field and works closely with the senior producer to make sure shows are edited and delivered on time.

- Senior Producer: oversees field producers; manages producer teams; helps to develop story content; oversees paper edits (that's when an edit is created on paper based on time code; it's a blueprint of sorts that identifies where specific shots and story beats are going to be introduced) and full edits with editors, helps to pre-produce the stories shot in the field and to structure episodes; oversees producers, associate producers and feature producers; makes sure that shows are edited and delivered on time; compiles tape and air schedules with the executive producer and consults with and obtains all necessary approvals from the legal department.
- Producer: supervises the associate producer and PA/logger; works closely with the field producers to conceive, structure and oversee shots and story edits; screens and prepares editing notes for shows; conducts pre-interviews and gathers necessary research; works on show scripts; stays on top of all show-related legal issues; prepares releases relating to the show and guests and answers to the executive producer.
- Features Package (or *Segment*) Producer: generates new ideas for feature stories; coordinates with Graphics to brand segments and create regular features; prepares releases pertaining to the show and guests; clears locations for field shoots and secures location releases; maintains necessary paperwork to track all features and ensure that the bumpers (brief previews of stories to be covered later in the program) that are usually placed between a pause in the program and a commercial break are diverse in each episode.
- Field Producer: works with the senior producer to produce and deliver tape packages (complete, individual pieces of footage) and inserts for producing teams; helps to schedule outside crews; paper edits and coordinates and supervises all edits for story packages.
- Associate Producer: if there's no casting director/producer on the show, it's the AP who will usually book guests. He or she will also conduct pre-interviews, gather necessary research and material under the supervision of an assigned producer; supervise PA/loggers; assist producers with all elements of pre- and post production; coordinate photos and home videos with the senior producer; clear locations for field shoots and secure location releases; coordinate the travel of guests and field producers with the travel coordinator and assist the producer with legal matters.
- Production Associate/Logger: assists the associate producer and producer; helps with research; logs and transcribes all of his or her team's field tapes; compiles show folders with all the necessary paperwork to file after a show is completed and returns all photos and documents to guests after taping.
- Travel Coordinator: handles all travel arrangements for guests and field producers; maintains completed booking sheets; maintains a computerized guest list after the show is completed; creates a schedule of guest/field producer travel; works with coordinating producer to determine correct amounts to assign to each producing team's segment budgets and helps out with legal issues.

Post Production

Post production supervisors on reality shows have their work cut out for them, and post schedules range anywhere from three to ten weeks per episode, depending on the show. Post budgets are likely to be hefty, because these are the types of shows that are *made* in Post. It's in the editing process (actually called *story editing*) that a good narrative story arc is created – full of just the right amounts of conflict, tension, humor, victory, defeat and heart.

Summing It Up

Speaking for myself, I think this style of production is best managed by young people with endless reserves of energy and a tremendous amount of resiliency. To produce this kind of show, you also have to be a "big picture" type of person and not get too caught up in the small details, or you'll miss the all-important moments. Because you can't be everywhere at once and there is no time to micromanage others, you have to build a strong support team and trust the people around you to do their jobs. You have to have an assertive personality, be able to make reasonably sound spur-of-the-moment decisions, have good communications skills and be able to roll with the punches.

Reality shows have been quite popular for the past several years and show little sign of disappearing. They've provided substantial job and advancement opportunities for many and are ideal for those who find the frenetic pace and unknown nature of the work challenging and exciting. Reality TV certainly has the ability to provide those so inclined with some fairly intense adrenaline rushes – behind the cameras as well as in front of them.

HALF-HOUR SITCOMS

Half-hour situation comedies have been traditionally shot in front of a live studio audience, enhanced with the help of a laugh track and shot with three cameras – thus referred to as

three-camera shows. These types of shows now, more often than not, use four cameras and are more commonly referred to as *multicamera* sitcoms. The style of production and staging dates back to the "I Love Lucy" days and includes classic comedies such as *Cheers*, *Frasier* and *Friends*.

Another type of sitcom is the single-camera show; examples are *The Office*, *30 Rock* and *Curb Your Enthusiasm*. These shows are more expensive than their multicamera counterparts, there's no audience, shooting is done on practical locations as well as in a studio, laugh tracks aren't used and their style of production and shooting is more like that of a one-hour drama series.

When you remove the commercials, credits and network promos, a half-hour sitcom (no matter how it's shot) runs 21 or 22 minutes long.

A multicamera show has a five-day-per-week schedule that's pretty much carved in stone, and they usually run Monday through Friday (although some run Wednesday through Tuesday). For the following explanation of a typical work week, I'll use a Monday through Friday schedule.

Monday (or Day #1) starts the week off with a new script, a production meeting and a table read, as the crew preps for the new show. On Tuesday and Wednesday (Days #2 and #3), the script is tweaked, rehearsals ensue and the prepping continues. Thursdays (Day #4) are set aside for blocking, rehearsing on set and preshooting anything that's necessary for playback on Friday. Then Friday (Day #5) is shoot day. The set has been prelit during the week (with the lights hung above the set), and prior to shooting, the show is rehearsed in front of camera. It's then shot twice (in sequence) in front of two different audiences – the first called the *dress* show, and the second the *air* show. While each of the four cameras captures a different angle, scenes are shot from beginning to end and in sequence – much like a play.

On a multicamera show, only one episode is in production at any one time. Some shows use multiple directors, and others may use only one director for an entire season. Shows are shot on HD video, and episodes are edited in about a week. Three episodes are typically shot over a three-week period of time, with the fourth week taken off (so the writers can work on scripts) before returning for another three. The camera crew isn't needed for more than the last two days of each shoot week, neither is Sound, Hair or Make-Up. The DP, on the other hand, comes in throughout the week for run-throughs. Casting and set construction issues are dealt with the week before. And something I find interesting (and different) is that scenes are designated by letters instead of numbers.

There's also something called a *hybrid* series – one that's partially shot in front of a studio audience but may also shoot one day on location or on a backlot. It's a mix of multicamera and single-camera shooting styles. When a location or backlot is required, exterior scenes are shot a day or two before the rest of the show, edited and then screened for the studio audience attending the dress and air shows, so their reactions can be recorded.

Single camera sitcoms are shot on film (usually Super 16mm) or HD with one camera, although it's not unusual for a second camera to be budgeted for two days during principal photography. These shows are generally given five days to prep, although sometimes, a final script isn't ready for distribution until the third, fourth or fifth day, making for a pretty hectic prep. Shooting schedules are generally five days, and while a great deal of it usually occurs on a set, exterior locations are used as well.

A million thanks to producer Bob Del Valle, who helped me with this chapter. For anyone serious about working in episodic television, I enthusiastically recommend his book The One-Hour Drama Series – Producing Episodic Television (Silman-James Press).

I'd also like to thank my pals Keith Raskin, Jerram Swartz, Richard Wells and Ginny Nugent for their contributions to this chapter.

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Chapter 25

Independent Filmmaking

INTRODUCTION

When I started this chapter, I had no idea just how incredibly vast the topic was going to be or how overwhelming it would be to encapsulate enough of the key elements and cram them all into one single chapter. So I decided to divide the material into the following two chapters – this one, which covers more of the basics and business end of independent filmmaking, and the next (Chapter 26), which primarily focuses on low-budget filmmaking. Although each section of these two chapters could be an entire book in itself, what you're getting is an overview of the independent and low-budget fields as well as several resources, so you can continue to gather more information as needed.

Another big challenge relating to these chapters is that this segment of the industry has been changing by leaps and bounds of late. Although I hate to get too specific about current trends that will further evolve before the next edition of this book comes out, many of the changes are worth mentioning, as the entire landscape of independent filmmaking has been affected.

Most significantly has been the effect of the worldwide recession we've been experiencing. Although the collective "they" have always believed this to be a recession-proof industry, the poor economy has certainly taken its toll on the way the business of show business is being done. The major studios have been scaling down, cutting costs and eliminating jobs. Everyone is holding the line on expenses. There's reduced attendance at film festivals, presales have drastically decreased, there are now fewer bankable sales agents, fewer deals are being made and there's less money to go around. Where there were once about a dozen banks that offered film loans, there are now only a handful (maybe four), and they, along with sales agents, bond companies and distributors are being more cautious and selective than ever before. The hedge funds and private equity streams that had once helped finance so many films have been shutting down, creating the necessity for deal-making to become more creative and funding to be sought from more diverse sources.

On the other hand, though our industry may not be recession-proof, we are recession-resistant. Box office receipts continue to escalate, and there will always be people (who aren't particularly industry-savvy) who want to invest in films, because it's fun, sexy, a chance to meet actors, hang out on movie sets and attend premieres. Also, along with the economy, the business end of things will eventually improve. I predict, however, that certain shifts in the way we're currently doing business will lead to a more prudent way of financing, producing and selling films in the future, which means that in order to succeed in a leaner, meaner market, your movie, short or documentary has got to be strong enough to stand out among the intense competition. Scripts have to be commercial and better written, projects better packaged and films better made to succeed in today's risk-averse market and beyond – the outcome of which will surely be fewer and (hopefully) better films.

By definition, an independent film (or "indie" for short) is a film that's not produced by a major studio, even if it's produced and/or released by a subsidiary (also known as a *specialty* or *art house* division) of a major studio such as Sony Pictures Classics and Disney's Miramax. And the range of projects that fall into this category is enormous.

We tend to think of indies as less-commercial, lower-budgeted and more "arty." Unlike movies produced by major studios that can't afford to take many risks and pump out high-profile pictures and blockbuster franchises such as *Pirates of the Caribbean* and *Spiderman*, indies are generally smaller films, often featuring lesser-known actors and/or first-time directors, producers, cinematographers, etc. – many of whom are extraordinarily talented and just need that first break.

SPECIALTY DIVISIONS

To some, an independent picture can only have one context, and that's of a $7–$30 million film (give or take five or ten million) released (and often produced) by a specialty division like Universal's Focus Features or Fox Searchlight Films or by one of the several standalone indie companies such as the Weinstein Company, Summit, Overture or Lions Gate.

After a decade in which specialty divisions dominated the market, the tide has turned. To start with, the cost to make and market a specialty release is more than twice

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what it was when most of these divisions were launched in the late 1990s and early 2000s. And there's more competition with big studio films than in past years – especially with what's referred to as *tentpoles* (mega-budgeted movies expected to be blockbusters and "hold up" the-studio financially – like the *Iron Man* or *Batman* franchises). Although the major studios can still afford the millions it takes to market and advertise these big films, the current global economic crisis has forced them to make serious cuts in other areas, like in their specialty divisions. Companies like Warner Independent and Picturehouse have been axed, and others, like New Line Cinema, have been reduced to mere shadows of their former selves.

The indie world has been rattled by the disappearance of these specialty divisions, the tight credit market, higher-priced financing and the struggling economy. It's now more of a challenge to produce a film for a price, and filmmakers are competing for the attention of fewer (and more cautious) buyers.

In a June 23, 2008, *Los Angeles Times* article by Patrick Goldstein, Mark Gill, CEO of the independent production company called the Film Department, is quoted as saying,

"Of the 5,000 films submitted to Sundance each year – generally with budgets under $10 million – maybe 100 of them got a U.S. theatrical release three years ago. And it used to be that 20 of those would make money. Now maybe five do. That's one-tenth of 1 percent."

And in another interview Mark Gill gave for a November 25, 2008, piece on FastCompany.com, he pointed out that only 603 of the 5,000 indie movies made last year reached theatres. And he estimated that just 50 of those – 8.3 percent – made a profit.

The upshot of this current downturn is that the specialty films being made have to be better to survive, and the companies acquiring these movies have to be exceptionally savvy when it comes to selling them. Another trend I see is that indie producers are pursuing a more diversified slate in order to compete with commercial, mainstream studio pictures. I have a feeling, however, that if the big corporation-owned studios are forced to continue cutting costs, then there's hope for a new surge of more affordable independent pictures.

SO YOU'RE GOING TO MAKE A FILM

For Starters

Understand that being creative and having a good story is not enough. You need a plan! Before you even start, you'll want to make sure there's a market for your film and know how much it's realistically going to cost, where it's going to be filmed, how the film's going to be funded, marketed and sold. Do your research on entertainment attorneys, sales agents, bankers and distribution companies, the type of agreements and deals they generally offer and the fees they charge. Talk to others who have been down this road before, take related classes or seminars and read everything you can get your hands on. This market is way too competitive, and there's way too much money at stake for you *not* to walk into this knowing exactly what to expect and what's expected of you.

Here are a few of the things that should be at the top of your to-do list:

- Make sure your script is totally complete (the correct format, the right number of pages, etc.) and in great shape – meaning it needs to be a real page-turner. Let others read it, have coverage done if possible, get feedback, make all necessary fixes and know that it's ready to be sent out.
- Make sure you have the rights to this project (see more about rights later in the chapter).
- Have a distribution strategy in mind. Do you see your film as a theatrical, straight-to-DVD, cable or Internet/mobile release? Make sure you understand the differences between these strategies and the ramifications of each.
- Create a budget for what you think your development costs are likely to be – that is, expenses you'll have to assume on your own if your financing hasn't yet been secured. (You might have to explain to your investors that they won't just be investing in the making of the movie – that just like it is with an attorney, there will be some additional reimbursable expenses involved. In this instance, the expenses are all part of getting the film off the ground.) Consider things such as the cost of:
    - An option on the script
    - Writers' fees if the script needs to be written or polished
    - Having a schedule and budget done
    - Legal fees
    - Filing fees for establishing your new production entity
    - Fundraising expenses
    - Traveling and entertainment expenses
    - Publicity and marketing (for creating an early awareness of the project, assembling a promo reel, etc.)
    - Preliminary location scouting
    - General overhead expenses

You're going to want to make sure you can cover these costs before you make any commitments.

- Start thinking about the price range for your movie, and whether it's an amount you think you'll realistically be able to raise and/or borrow. Your budget won't just depend on the financing you can raise – other considerations will be:

  - The scope of the story (is it a broad action piece with plenty of stunts and effects or a talky relationship-driven story?)
  - How many and what kind of locations are involved
  - The genre
  - If it has any special requirements like shooting in water, extreme weather, etc.
  - Whether it's a period piece
  - The size of the cast
  - The development costs (as mentioned previously) and any upfront fees that may apply
  - The caliber of the talent you'd like to attach
- You might also want to do some research, because there are those with differing theories and complex formulas who profess to know just how much an independent film *should* cost in order to recoup a good ROI (return on investment). Check out films by their platform, genre, budget and cast, and then compare them against their ROI. How much did these films make based on what they cost? When it comes to theatrical releases, a specialty division movie might be made for anywhere from $7 million to $40 million – just short of what a major studio would spend. Other producers are more comfortable with the smaller $1 to $5 million range, while others prefer making $7 to $8 million pictures. And then still others believe that $13 to $15 million is the magic number for a film that can afford a name actor, some significant production value and still offer its investors a good profit. Whatever it is you decide, make sure that it's well thought out, because everything you do from here on out will depend on how much it's going to cost to make your film.
- Start researching possible shooting locations and the various state and international incentive programs being offered. Also find out what the infrastructure is like in each of these places, the disposition of local crews as well as crew rates and hotel room rates and availabilities for each area. Start your search by logging onto the AFCI (Association of Film Commissioners International)'s website (www.afci.org) to obtain contact information for film commission offices and their websites.
- Assemble a list of the talent you'd like to attach to your project, and start talking to production designers, cinematographers, line producers, casting directors and/or actors' reps (agents, managers, business partners, friends of friends – anyone who can get your project in front of specific actors). If you can't get commitments, the next best thing is to get letters of interest from them. The more key attachments you can package and the higher-profile the attachments, the easier it's going to be to sell your project. As for the cast, do some research and find out who's big (or at least well-known) in foreign territories, because having an actor or two whose films do well overseas will be another significant selling point.
- Once you've established certain assumptions (such as budget range, distribution platform, locations, lead actors and other talent), you'll need a tentative schedule and a budget. If you can't do your own schedule and budget, then have someone do them for you. Keep in mind, though, that the going rate for schedules and budgets can be a bit pricey. So consider a UPM, line producer or production accountant who might do it for a lower rate in exchange for working on the film if it goes.
- Once the budget is complete, you'll have to decide whether this is a doable number. If not, then script changes may be in order to adjust the number of locations, size or salary of cast members, number of effects shots, etc.
- If you're making a film, no matter what the budget, you're going to need to consult with an entertainment attorney on a variety of issues – even if you do much of the work yourself. Ask for recommendations, and find a lawyer you trust. If you can't afford an attorney, there are legal services you can access for free. In California, for example, there's a nonprofit organization called California Lawyers for the Arts (www.calawyersforthearts.org).

Some filmmakers are using consultants these days who will work with you to customize an entire strategy for your film. They'll help you with financing options, business plans, film festival strategies, developing the right approach to distribution, marketing and sales – the whole enchilada. There are entertainment attorneys, producer's reps and sales agents who offer many of these same services – so start doing your homework and ask for recommendations. Then start setting up some meetings. In addition to a good entertainment attorney, at a certain point you'll most likely need the services of a producers rep and/or sales agent, but find out exactly what they each offer and recommend. Figure out what you can afford or the percentage of your film's profits you're willing to give up in exchange for their services. Determine what you can and should do on your own. Absorb as much advice as you can collect, get a feeling for which individuals you'd feel most comfortable working with, start formulating a plan and figure out what makes the most sense for you and your project.

Rights

If you didn't write the script you'd like to produce, or if you plan on writing a screenplay (or having one written) based on a book, play, article or a true-life story, you'll need to secure the rights to the material – or at least an option to start with.

If you're the writer, you're going to want to protect your rights and your screenplay from piracy. Although you can't protect a title or concept, by law, you do have the right to protect the expression of that concept – your script.

Practices vary by country, but in the United States, you can protect your screenplay in two ways – by registering it with the U.S. Library of Congress, and, for $45, you'll obtain a lifetime copyright on the property. And you can register it with the Writers Guild of America for $20, online, by going to www.wga.org. The registration is for a period of five years – renewable for another five years after that. A copyright holds greater protections, but something has to be said for the over 60,000 pieces of material the Writers Guild registers each year.

The Writers Guild will register a synopsis or treatment. The Library of Congress will accept only a completed screenplay, and this is what they require:

- A completed application Form PA, which you can download from www.copyright.gov/forms/formpai.pdf
- A copy of the unpublished script you're registering (it will not be returned)
- A check or money order for $45 made out to: Register of Copyrights
- A cover letter containing all the pertinent details such as date, title, writer's information, etc.
- Before you send your package, make copies of everything for your files, and send everything in one large envelope to: Library of Congress, Copyright Office, 101 Independence Avenue, S.E., Washington, D.C. 20559-6000

Your copyright registration will be effective on the day that the Copyright Office receives your fully completed application, payment and the copy of your script. Remember that your claim to this copyright will then become a matter of public record.

As a producer, expect that your distributors will require a *Chain of Title* report, evidencing that all rights have been secured before they agree to distribute your film. "Chain of title" refers to the succession of title of ownership of copyright back to the original owner. If the screenplay started with a treatment, then the treatment is the first element in the chain. And while the treatment might have been written by one person, another screenwriter (or possibly several) could have been responsible for the finished product. Thus, to insure that a producer can secure distribution, the appropriate rights must be secured from each party involved along the chain.

If you're a producer and/or director looking to secure the rights to someone else's screenplay, book, play, article or true story, you're probably going to want to start by asking if an option (to purchase the rights) is available. If so, you'll negotiate a mutually agreed-upon price. If you need time to shop and/or develop the project, and it belongs to someone you know well, and you both agree, you can option the property for the outrageous sum of $1 – as long as some money changes hands. I don't suggest taking options for less than a year and would extend that to 18 months to two years if possible. If you already have the funding in place and know you're going to be making this film, then you'll want to negotiate to own the rights in perpetuity (forever) – worldwide rights if possible. The agreement will include the cost of the rights (worldwide rights preferred) and specify that they may be purchased any time prior to the expiration of the option period, but not later than the commencement of principal photography.

All legal documents should be prepared (or at least approved) by an entertainment attorney. Once prepared, they will have to be sent to the other party's attorney, publisher or agent for approval. It's important! Even if you do it all yourself – negotiate and prepare the agreements to secure options and/or rights of any kind – consult with an entertainment attorney to make sure that you're protecting yourself and covering all your bases.

Completion Bonds

Major studios are in a position to assume deficit financing – overruns on their pictures – but independents rarely have the luxury of that safety net. That's why lenders, investors and sales agents require that an independent production has secured a completion bond before committing to a project.

As noted in Chapter 7, a completion bond insures that a picture will be finished on time and on budget and delivered to distributors as contracted. Make sure you talk to a completion bond rep as soon as possible to find out what's required for your picture to qualify, how they would work with you throughout the process (from pre-production through distribution) and what their fees are. In this current economic climate, bond companies too, are being vigilant, and among other things, will want to see your financing plan before committing to your picture. Also, if you plan on applying for a bank loan, the bank will want to make sure that you've secured a completion bond and will expect the bond company's assurance that the picture can be made.

A couple of the well-known and long-established bond companies you might want to check out are: International Film Guarantors (www.ifgbonds.com) and Film Finances, Inc. (www.ffi-web.com).

FROM FINANCING TO DISTRIBUTION

A Business Plan

Handing someone a script and hoping he'll love it enough to write you a big, fat check to cover all the costs of making your movie is a fantasy we all have, but it isn't

terribly realistic. Chances are that what you'll be handing to potential investors, bankers, bond company reps and sales agents is a business plan – a well-thought-out, well-researched strategy on how you envision funding, casting, producing, marketing and selling your film.

Although all are similar, business plans can vary. There are no hard and fast rules governing the exact contents or the precise number of pages one should be. I've seen rather short business plans and others that are quite long. The key is to create one that's professional-looking and easy to read – containing all the pertinent information without being overly wordy and cumbersome. You can do one yourself or hire someone to do one for you.

The following are all components of a business plan, and except for the objective and executive summary, I've never seen a precise order for the other sections.

- The objective of the business plan: an overall goal
- An executive summary: a preview of what's included in the business plan
- A synopsis or treatment of the project
- A copy of the agreement evidencing proof of screenplay rights
- Current and future industry trends
- The market for the film: potential companies that will buy or presell the film
- Comparable box office performances for this genre/budget
- The creative team: lead cast, director, writer and producers (along with letters of intent or interest). For those not yet set, include a list of your four to six top candidates. Add resumes for those who are set.
- Proposed production details, including shooting locations and significant production values
- A copy of the budget
- A cash flow chart: a schedule that divides the total amount of the budget by how much cash will be needed to operate the production during any given week from the beginning of pre-production through delivery.
- Your funding strategy
- Distribution and marketing strategies
- Revenue projections
- A timeline and action plan: a timeline of dates, events, money and jobs that follow the sequential order you will use to research, develop, produce, market and sell your project.
- A list of key crew positions that have been set (such as production designer, director of photography, costume designer and editor) with resumes. For those not set, include a list of four candidates for each position
- Copies of all option and acquisition agreements
- A financial statement
- An investment proposal for investors outlining the terms and conditions of the investment
- Early press coverage (if any exists)
- Any artwork already done on the project, such as the poster

Consider preparing each segment of your business plan as a complete section, so you can rearrange the order and assemble just the sections needed depending on who you're presenting the plan to. It's like rearranging and accentuating certain aspects of your resume to fit the specific job you're applying for. Also, when attending a meeting that calls for you to present your business plan, don't just submit it electronically. Leave a hard copy behind as well. For your banker, you might want to leave a hard copy and a flash drive.

To learn more about the specifics of business plans, I suggest a terrific book called *Filmmakers and Financing: Business Plans for Independents*, by Louise Levison (Focal Press). There a couple of websites worth checking out as well: www.movieplan.net and www.filmproposals.com.

Financing Models

Films are financed in a variety of different ways, and you'll need to formulate a plan to fund your project.

Putting a funding package together could be quite daunting during an economic downturn. I keep hearing about risk-averse lenders and investors, and that in general, there's less money to go around these days. But then I read a *New York Times* article on January 25, 2009, by Brooks Barnes, entitled "Suddenly, Hollywood Seems a Conservative Investment." Barnes pointed out that just a few years ago, films would have been a riskier investment than the stock market or real estate. But that's no longer the case. So the pendulum has slowly and cautiously started swinging in the other direction.

What it really comes down to, though, are two things. First and foremost, what has always made a difference is a great project. Bad economy or not, a terrific script and a marketable package will always win out. The second factor is *you* – especially in this market where equity financing is so vital. It's *you* the investors are doing business with, and it's *you* they're relying on to bring in a return on their money. So if you're professional, credible, likable and can pitch a project/package like a pro, you're well ahead of the competition.

The three most common forms of financing include:

- Loan-based financing – these are loans structured by banks and finance companies that will discount monies you're projected to receive from presales (when a buyer licenses or prebuys movie distribution rights for a territory before the film has been produced), unsold territories and various country and state incentive programs offering rebates and transferable tax

credits. Some also provide gap financing (an unsecured loan against future sales of the movie) and bridge loans (once all the paperwork is in place, it's the release of funds in advance of full financing).
- Tax-based financing – this includes international tax incentives from various countries and localities as well as U.S. federal and state tax incentive programs.
- Equity financing – these are your individual investors, from your Uncle Henry who has an extra $10,000 to play with to a private equity fund (made up of a pool of investors).

As a note of caution: before you accept an investment, do some homework on your investor. Because just as important as it is for you to check out anyone else (attorney, banker, sales agent, etc.) you're going to be doing business with, you're also going to want to feel comfortable about the validity of your investors. You can ask your attorney or banker to help with this. Some producers hire private detectives, who, for approximately $25, will take the time you probably don't have to research public records in order to determine the financial stability of a potential investor. Do your homework, and assume that they're probably going to know you're checking them out. And at the same time, they may be checking up on you. You'll feel better about entering into this relationship, and knowing that you have all your ducks in a row will give your investors more confidence in you and in the profitability of your film.

Most projects are funded from a combination of sources. Although at one time an entire picture could be financed through presales alone, that percentage of funding has dried up considerably. Private equity funding is more essential than ever, foreign sales are still key and U.S. state and international incentive programs are now an essential piece of the puzzle. Some producers raise money through product placement and brand-integrated advertising; others are able to take advantage of Section 181 of the American Jobs Creation Act of 2004, allowing investors to write off their investments up to $15 million (see more on Section 181 in Chapter 5). I've heard of several co-production deals and equity funds investing in an entire slate of films – both strategies meant to spread the risk. And then there are times when a major studio or distributor will come on board to finance all or a portion of a picture.

Documentaries are often the recipients of corporate and network funding, grants and fiscal sponsorship programs that allow producers to accept grants and donations under another's nonprofit umbrella. There are U.S. states that offer funding opportunities (through their incentive programs) to productions that meet certain criteria and are shot within their jurisdiction. And keep your eyes open for competitions – like the one I recently heard about offering a $150,000 production grant to a first-time filmmaker.

One investment firm I read about attracts investors by offering them behind-the-scenes perks and invitations to film festivals. (I told you Hollywood was fun and sexy.) So basically, funding comes from a myriad of sources, and there will always be creative financial types who will come up with new models.

There's a terrific (and incredibly thorough) article on different types of film financing written by veteran entertainment lawyer, Mark Litwak, at www.marklitwak.com/articles/general/financing.html. It includes information on loans, investor financing, borrowing against presales and distributor-supplied financing. I find the section on investor financing particularly valuable as it relates to SEC (U.S. Securities and Exchange Commission) regulations and the fact that filmmakers can avoid the expense of registering with the SEC if they qualify for one or more statutory exemptions. It explains the need for a private placement memorandum (PPM), which is a document that clarifies the details of an investment to a potential investor, and the guidelines pertaining to how many investors you're allowed to have. If you're going after individual investors for your film, you'll want to read this. And for your own protection (even if you have an attorney), you'll want to bone up on SEC requirements yourself, because ultimately, it's your responsibility.

Mark Litwak also functions as a producer's rep, assisting filmmakers in the marketing and distribution of their films. Check out his website at www.marklitwak.com.

Bank Loan

Banks don't invest in movies, but if all the pieces fit together just so, they will loan money against other funds projected to come in on the film – like presales, rebates, tax credits and unsold territories. If you're considering a bank loan, talk to an entertainment banker early on in the process to find out what's required and what their going rates and terms are. A good (and hopefully, longstanding) relationship with a banker is a valuable asset to any filmmaker.

A few things you should know about bank loans include the following:

- Few banks finance unbonded projects.
- Some banks may also want you to have a sales agent lined up.
- Bank loans now usually take up to eight weeks to close.
- The length of these loans generally run 18–24 months.
- The bank will condition its loan on all of the equity investments being in place.
- Bank loans represent the last money in and the first money out. (Once the movie has been released, they recoup their loan from gross receipts before the investors see a penny.)
- Be prepared for some pretty intense scrutiny.

About Sales Agents

It's the sales agent's job to sell (actually, to license) your film to distributors throughout the world, and they hang their shingles and make many of their deals at film markets such as Sundance, Cannes, MIFED (The International Film and Multimedia Market) and AFM (American Film Market). (Unlike film festivals that promote films to a niche marketplace, film markets are trade events that promote films to distributors.)

Sales agents will discover and acquire films that have been entered in various film festivals (especially those that receive favorable press), but given the right project (and the right sales agent), you can sometimes enter into a relationship with one before your film is even made. And if involved early enough, the right sales agent can help you provide estimates for the bank, evaluate budgets – sometimes even bring funding to the table.

You can find a list of sales agents on the IFTA (Independent Film & Television Alliance) website at www.ifta-online.org/AboutIFTA/Default.aspx. Make a list of the ones who handle the type of films you're making. You can also meet sales reps at the various film markets, but – if and when you do – don't hand them a script or take up too much of their time. They're busy working, so make the introductions brief and get their business cards. Then follow up with phone calls and possibly meetings after the market. Ask around and get recommendations. Find someone with a good reputation, someone the banks like dealing with, someone with solid distributor relationships and – most importantly – someone who's a good fit for your film.

Be aware that it's a buyers market, and sales agents are being very judicious about the films they're choosing to represent. They'll consider your cast, the genre of the film and its salability. They'll evaluate your financing plan, the bond company you're using (just as the bank, they won't take a film that isn't bonded) and your deals – wanting to see that you're planning to put as much money as possible on the screen. They'll want to see a final script and any attachments you might have – primarily actors whose names will help sell the picture. And if you don't have any firm commitments from actors, letters of interest are the next best thing. They're also going to want to know who else is on board so far (producers, director, production designer, cinematographers, etc.). Present potential sales agents with a one- or two-page overview of what you've lined up to that point.

Sales agents will take a commission (generally 15 to 25 percent) on the sales they make, recoup certain expenses (primarily for marketing) and pay you the rest. Under this type of arrangement, unless your film is a big hit from the start, it may take quite a while until you see any money. So think about the possibility of handling much or a portion of the marketing on your own.

Also, before going into business with a sales agent, get a list of the delivery requirements you'll be obligated to submit, and make sure you can deliver them all in a timely manner. Delivery requirements will, among other things, include film, digital and audio elements, a copy of the score, publicity and advertising materials, production credits, a final continuity script, all legal and contractual documents, rights agreements and copyright registration, certificates of origin (authenticating where the film was manufactured) and an E&O (Errors & Omissions) insurance certificate. (See Chapter 30 for more on delivery requirements.)

Producer's Reps

The difference between a sales agent and a producer's rep is a bit confusing, because on the surface, their jobs appear to be quite similar. Some will tell you that there is no difference, but that's not entirely true – even though their responsibilities do overlap at times. I can equate these positions to an actor's agent vs. his manager. The agent is the primary deal-maker, and the manager is involved with the entirety of the actor's career and his choice of roles. A sales agent is going to expect you to have your package together, but a good producer's rep may see merit in a project before it's packaged and decide to take you on (and then help you with the packaging part). This would be especially beneficial to filmmakers with little or no track record.

Producer's reps, more the manager – publicist types, will generally come onboard earlier on in the process. He or she will help you with your sales strategy, advise you as to which festivals to enter, get involved with publicity and the setting up of screenings. A producer's rep can line up sales agents, evaluate offers from distributors and even negotiate deals. Keep in mind that some entertainment attorneys, in addition to handling all the legal aspects associated with your film, also act as producers' reps. A rep's fee will depend on the exact services needed and provided.

Whether you use the services of a sales agent, producer's rep and/or consultant, make sure you meet with them first, understand exactly which services they each provide and what they expect you to provide. Evaluate their experience, contacts and reputation and what they bring to the table. Also, know going in, what your costs are likely to be. If possible, once you have an idea of who you want on your team, discuss your choices with your entertainment attorney before making any major commitments.

Distribution

Stacey Parks, author of *The Insider's Guide to Independent Film Distribution* (Focal Press) defines distribution as *"the process by which a film reaches the marketplace and is made available to its target audience. Practically speaking, distribution means selling your film to theatrical distributors, broadcast networks, DVD companies and new media*

outlets." Some distributors specialize in domestic sales, which encompasses the United States and Canada; others strictly cover foreign territories.

Your attorney, sales agent and/or producer's rep will evaluate all potential distribution agreements to make sure you're getting the best deal possible. They'll review the distributor's standard recoupable expenses (such as taxes, residuals, conversion/transmission costs, collection costs, advertising and publicity fees, re-editing costs, print duplication, foreign version costs, transportation and shipping costs and insurance) and how the film will be distributed and marketed (also known as P&A or *prints and advertising*).

Once a deal is finalized, the distributor is responsible for making sure that prints are struck and delivered on time (sometimes shipped, sometimes relayed digitally) as well as the creation of posters, newspaper and magazine advertisements, television commercials, trailers and other types of ads. If it's a foreign-language film, the distributor will also be responsible for securing dubbing or subtitling for the movie.

There are several different platforms on which to distribute now. Who would have ever thought just a few years ago that certain films would be made for Internet exhibition only, or that films, or video on demand (VOD), streamed right into your home, would be commonplace? Or that a film released on DVD and/or aired on cable TV would be released theatrically the same day (this is called a *Day-and-Date*)? Do your research and find out the pros and cons of distributing on each platform. Seminars are a good resource as well. For example, I recently attended a film financing conference where a veteran sales agent on one of the panels mentioned that movies released directly to DVD have a more difficult time finding international distribution.

Something else I took away from that same panel is the benefit of retaining a collections agency if your film is being sold internationally. The agency will look after the interests of the producers, attorneys, guilds, talent, investors and sales agent by staying on top of the buyers and making sure that all monies/profits are dispersed properly and when due. And twice a year, they send out a detailed report of all sales and payments made. Fintage House is one such agency.

Some filmmakers are doing their own marketing and self-distributing on DVD and by offering downloads to rent or own. Some start out that way, but positive press, good word of mouth and just the right exposure often leads to offers for both domestic and international distribution deals.

I used Stacey Parks's definition of a distributor earlier, but for much, much more information on all matters relating to film distribution, I strongly suggest her book (*The Insider's Guide to Independent Film Distribution*, Focal Press).

Acquisition Executives

These individuals can be found at major studios, specialty divisions such as Sony Classics and independent companies such as Miramax and Lions Gate. They're responsible for acquiring outside properties for release and distribution – projects that may have already been developed, partially packaged, partially or fully financed and may or may not have been completed. Screenplays, rough cuts and finished films are submitted to their department for review. Acquisitions executives also regularly track independent projects and attend film festivals searching for product they feel the studio can successfully sell. Once they acquire the rights to a property, they will often make changes (i.e., editing, music, reshoots) prior to its release.

Your attorney and/or producer's rep will advise you as to whether your project might be better suited to take directly to one of these companies opposed to going the sales agent/distributor route. If so, they should be in a position to use their relationships with these acquisition types to get them to screenings and to get them interested.

Before approaching potential buyers (sales agents, acquisition execs and/or distributors):

- Know what's selling
- Research their libraries – know what they're looking for
- Know the format they prefer
- Be able to present an impressive press kit, trailer and behind-the-scenes photos
- Make sure your press kit includes good reviews, awards won – anything that says you've got a winner
- You might want to consider a *Reader's Digest*–style condensed version of your press kit for those who just want the highlights – genre, short synopsis, length, talent, format and rights available
- Make DVDs to send out (or present) for consideration
- Don't be so fast to commit to the first buyer who shows an interest in your film. Research all your options. Ask for references. Consult your attorney

SOME ADDITIONAL RESOURCES

- Be sure to look up entertainment lawyer Mark Litwak's website, www.marklitwak.com, where you'll find incredibly helpful books such as: *Risky Business*, *Financing and Distributing Independent Films*, *Contracts for the Film and Television Industry* and *Dealmaking for the Film and Television Industry (all published by Silman-James Press)*.
- IndieGoGo: www.IndieGoGo.com. This site offers opportunities for funding, promotion and self-distribution. Designed for independent filmmakers to raise money and awareness, find cast and crew and gain credibility through the help of their number one resource, the fans. The site professes to act as a vehicle

in which to target a niche audience for your film and to provide information on how to manage an audience-building and fundraising effort online.

- Google Groups: groups.google.com/group/filmproposals-forums?hl=en. These groups represent investors seeking projects and projects seeking investors.
- The Independent Film & Television Alliance (IFTA): www.ifta-online.org/AboutIFTA/Default.aspx. In addition to being a source to locate sales reps (as mentioned earlier), the IFTA is a trade association of independent producers and distributors of motion picture and television programming worldwide. Formerly known as the American Film Marketing Association, this nonprofit organization was established in 1980 by a group of independents whose main goal was to expand the independent film business by creating a world-class trade show, the American Film Market (AFM).
- Indie-Pictures: www.indie-pictures.com. Indie-Pictures distributes films directly to the DVD market (possibly leading to theatrical releases). Their business model however is somewhat untraditional, as they partner with the filmmaker – sharing decisions, costs and profits.
- WAMclips: www.WAMclips.com. WAMclips gives filmmakers the opportunity for self-distribution by posting their films (shorts or features) online and having people either pay to watch a film or, for an additional fee, download and burn a DVD copy for themselves. WAMclips does not assume any of the filmmakers' rights, works on a nonexclusive basis and shares the revenue with the filmmaker.
- *The Pocket Lawyer for Filmmakers*, by Thomas Crowell (Focal Press).
- Clearance & Copyright: Everything the Independent Filmmaker Needs to Know, by Michael C. Donaldson (Silman-James Press).

Thanks to my friend Daniel Wheatcroft for going through this chapter with me and making it better.

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Chapter 26

Practical Low-Budget Filmmaking

INTRODUCTION

The notion of smaller, less-expensive films is relative – and not all independent films come from specialty divisions. As the technology in digital video cameras and home editing software has advanced and continues to become more affordable, the number of filmmakers (of all ages, professionally trained and self-taught) who are making their own films has skyrocketed in recent years, thus expanding the field of independent filmmaking greatly. So "indie" no longer describes just films like *Juno* or *Little Miss Sunshine*. An indie could also denote a five-minute film made for the Internet or a 20-minute short, a documentary, or a direct-to-DVD film. It's staggering to realize just how vast this field has become.

Because this book was originally written with the moderately budgeted film in mind, it's full of information that would apply and be helpful to any independent production. This chapter, however, includes additional information with the smaller budgets in mind.

The lowest-budgeted film I've ever worked on is $1 million. Not having come from the low-budget world, it was a one-time experience I vowed never to repeat. I had to beg, borrow, finagle and call in all manner of favors, do the work of at least three people, perfect the art of on-the-job training and stretch a dollar farther than I ever thought possible. Though I'm not one of them, there are a lot of people in this business who can not only produce million-dollar pictures in their sleep, but can churn out films for significantly less and make it look easy.

The thing is, though (and this is very important, so pay attention): although there are certain common denominators employed by these filmmakers, there is no one way to make a low, ultra- or ultra-ultra-low-budget film. Everyone does it a little differently, and unfettered by the same union, guild and studio guidelines that the traditional, higher-budgeted features are tied to, these filmmakers have the flexibility and freedom to create their own methods to reach the same ends. And with the explosion of new technology and multiple choices in formats, independent filmmakers have more choices than ever. Therefore, if someone were to tell you how to make your own film on a minuscule budget, just know that that's his or her way of doing it. You may be getting great advice, but there's even more information out there for you. Not to discount what you may have learned in film school, but know that school is just the beginning, because once you're out on your own, you'll discover techniques, shortcuts and strategies you never even thought of in school. And you'll learn what works best for you by continuing to ask, research, help others with their films, build relationships and start working on your own.

So with the help of a few incredibly generous friends who specialize in this arena, know how to make films on a shoestring and all have some great advice to share, the following will specifically explore the low- and ultra-low-budget film, including movies made for the direct-to-DVD market, short films and documentaries. Also included is information you'll find useful if you plan to enter film festivals.

GENERAL SUGGESTIONS FOR LOW- AND ULTRA-LOW-BUDGET FILMS

Though low-budget to some is $5–$10 million, to others, it could also be anywhere from $2,000–$300,000. But no matter how large or small the budget, certain basics remain the same. Does the producer own the rights to the story and script? Has the script been copyrighted and is it registered with the Writers Guild? Is it in the proper format and ready to shoot? Have you protected yourself by obtaining all necessary insurance coverage, permits, agreements and clearances? Has the money to shoot this project been fully secured? Do you have a budget and schedule that everyone involved has agreed upon?

Apart from the basics that have to be considered regardless of the size of the budget, it stands to reason that the higher the budget, the larger and more experienced the crew will be, the more high-profile the cast will be; the more locations, stunts, effects, specialty equipment, etc. you can afford; the better the production value will be. That being said, the lower the budget, the more imperative it is for you to:

- be *extremely* organized and well-disciplined,
- understand the entire process,
- thoroughly prep your picture (meaning you better have *all* those ducks in a row!),

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- be skilled at negotiating your deals,
- be incredibly resourceful and be aware of all the resources available to you,
- be more creative than you thought possible (think outside of that proverbial box!) in order to pull off a viable, marketable project – whether it's five minutes long or two hours – and produce an incredibly well-made product.

Here are some basic guidelines that will help you in this quest:

- Popular wisdom is to make a *genre* film – one that fits neatly into the category of drama, romantic comedy, action or thriller. Because there's so much competition out there, demonstrate that you have a money-maker by choosing a project that's commercial, high-concept, topical, creative, original and/or edgy. Think high-marketability! Think well-crafted! Know what's currently selling. Understand that while everyone wants to make the next *Blair Witch Project* (which cost $35,000 and brought in $140 million domestically), the chances of that happening are becoming ever more rare, because there is such a glut of product on the market. So find a story that's exceptionally good. If it's one that's been done before, make sure that it has a unique twist. Also, the better the script, the better the talent you'll attract, and the more likely they'll be willing to work for a whole lot less than they normally do.
- When looking for that one terrific script, start with your own contacts to get the word out, but be specific about what you're looking for. You can also post online searches for scripts on websites such as InkTip.com and InfoList.com.
- When funds are limited, keep in mind that you don't need a project that requires several locations, a big cast or the fanciest equipment. You can keep it simple and your budget down as long as you have a terrific story (again – the more commercial, high-concept, edgy or topical, the better), good actors, a film that's well lit and shot, quality sound and a picture that's full of production value – a picture that *looks* amazing and *looks* as if you spent a fortune.
- Back up for a moment, so I can repeat the importance of having *quality sound*, because everyone I've spoken to in this field has warned that poor sound will kill a project faster than anything – even if it looks good and the acting is top-notch. So make sure you have someone who knows what he or she is doing to handle your sound – both on the set and during the mixing process.
- Be realistic about what you have to spend and what everything is going to cost. Ask yourself what you can do without and what's absolutely necessary to further the story. Decide if what you want is what you truly need, and also leave yourself some wiggle room for those unanticipated situations and expenses. If you need to reduce your budget, adjust your script, cast, crew, locations, equipment, etc. accordingly.
- Do your research, and do as much of the prep work yourself before you have to put anyone on payroll or pay for outside services.
- There's a wide variety of standard contracts and production-related forms out there – available in books (like this one, thank you very much), online and most likely, in the possession of friends, co-workers and acquaintances (if you ask around). So find what you need and use the best parts of everything you can get your hands on to create documents that suit your needs and the scope of your project. Then once you've prepared these documents, submit them to your entertainment attorney for review. Not having to ask an attorney create a collection of forms and agreements tailored to your needs (from scratch) is going to save you a bundle.
- When you're doing an ultra-low-budget show, chances are you won't be able to afford to attach the talent and crew you'd like to have, unless:
  - It's a project an actor, director, cinematographer, etc. really believes in and wants to get behind, sometimes in exchange for backend points (a percentage of profits) or a co-producer credit.
  - You can find top talent looking to move up, like a director who has only done commercials and wants to move into features, a camera operator who wants to move into the DP slot or a casting assistant who's ready to take the next step.
- Before you get too far, decide if whether makes sense for you to become signatory to any of the union or guild agreements, if your budget qualifies you to do so and what the applicable rates and guidelines are to each.
- You may have to take advantage of the many people out there willing to work for free for the experience, credit, footage (for their show reel), a chance to move up or just make some industry connections. But *beware*: not all free labor is equal. Know who you have to pick from, and hire the most talented individuals you can find from the free labor pool. If they have footage, look at their previous work. Ask for references. You're looking not only for talent, but also for team players, because on tight budgets and short schedules, there's no room for high-maintenance prima donnas.
- Look for crew members who have their own equipment (primarily DPs, sound mixers, gaffers and key grips), because they know how to use it, and they'll take good care of it. They may also carry their own insurance on the equipment, which would save you major bucks.

- Speaking of insurance and such, don't skimp on the legal stuff just because your budget is low. Obtain the appropriate insurance coverage (including E&O, whether you can afford to buy it up front or not until your finished film is sold to a distributor), proper cast contracts, location and lease agreements and that everything that needs to be cleared (including the music) is cleared, or it'll come back to bite you in the butt (and pocketbook) – big time!
- Don't forget to include marketing, music and E&O insurance in your budget.
- Take the time to develop relationships with the vendors who supply the equipment you need, as many of them are willing to give discounts to students, first-time and low-budget filmmakers.
- Create a great website (or talk a creative friend into making one for you) to showcase your body of work or one that showcases a specific project, and post trailers. (See more suggestions on creating a website for your film later in this chapter.)
- No matter how low your project's budget may be, find a friend who's a graphic artist who's also looking to advance his or her career, and ask that friend to create a great poster for you. Then post it on your website. And if you don't already have one, you'll need a brilliant log line (one powerful sentence that describes your picture). The goal is for that amazing log line and poster to draw people in and capture their attention the moment they see it.
- You can attract a better distributor if you start building the buzz about your film (on the Internet) before you start entering film festivals or release your film. Take advantage of websites such as YouTube (to post a short trailer), MySpace, Facebook and/or Twitter, and – depending on your project – genre sites, such as Fangoria (for horror films). Also consider strategically placed web banners with the help of advertising sites such as Gorilla Nation.
- Have business cards and/or postcards made up highlighting your project and containing your web address. Create a mailing list of everyone you can think of who might be interested in your project, and direct them to your website.
- Make more than one film, short, commercial or documentary so you can respond to a distributor or agent who asks "What else do you have to show me?" If possible, create a body of work that's versatile.
- Whether you're creating a business plan to attract funding, a pitch packet to present to vendors, a press kit, a website dedicated to your project or a film festival application packet, make sure that you have one kick-ass, professional-looking, amazing presentation – one that contains all the pertinent information without being overly complicated or long.
- Make a great film, and they will come.

FILMING ON A SHOESTRING

For some, low-budget filmmaking often begins at film school, where students have the luxury of making their films at the school's expense. They have access to equipment, cast and crew – everything they need. Students graduate with a finished product to market, which is sometimes enough to jumpstart their careers. I've met individuals who wait until they've worked in the business for a while before they make their own film. They give themselves time to learn, to build relationships and access valuable resources in order to produce a more professional-looking product. But I'm also seeing more and more high-school-age filmmakers – young people who are too anxious to wait and dive into the moviemaking game as soon as they can get their hands on a camera and editing system and talk their parents and friends into helping them out.

Again, there's no one way to make an extremely low-budget film. I've seen them done professionally and by the book every step of the way and others that are shot guerilla-style, employing every shortcut under the sun. I've seen them made in one day and over long, drawn-out periods of time (years, sometimes). Some filmmakers can afford to shoot/do only so much at a time, and when relying on *free* help, are subject to being *squeezed-in* at odd or infrequent times by those donating their time or equipment. I've seen others who are all too happy to take advantage of generous friends and relatives who provide financing, locations, food, wardrobe, props, animals, vehicles and whatever else they can donate to the cause. It's common to recruit free labor from film schools and to solicit interns who can use the experience and screen credit. And it's not uncommon for rookie filmmakers to max out their credit cards or take out a line of credit to defray production costs.

Some people shoot on weekends when they're not working at their nine-to-five jobs or for access to locations and/or equipment not available to them during the regular work week. Some filmmakers choose to shoot their projects in smaller communities where they don't have to worry as much about permits and restrictions and where a majority of the residents are thrilled to have them there (unlike shooting in a big city where permits can be pricey, restrictions are plentiful and neighboring residents and store owners often see a film shoot as an unwanted intrusion).

I've seen ultra-low-budget films made for as little as $300 and as much as $200,000, and it's often the case that the projects with the most miniscule budgets are usually the ones produced to showcase talent, sell a bigger project or add a growing body of work. Creating your own footage is an effective calling card and can be a tremendous asset to launching and building a career that would otherwise take years to establish.

Whether you make DVDs to hand out to everyone you know, showcase your project on the Internet or at film festivals or host private screenings, they're an ideal way to sell your talent and to set your career in motion. Additionally, a short film or documentary can be an impressive fund-raising tool for a full-length feature, just as a short demo can be an effective method of selling a new TV show.

Never having worked on an ultra-low-budget film, I asked my friend Celina Reising, a low-budget line producer, how she does it. And this is what I learned from her:

- Professionalism is just as important on a $15,000 film as it is on a $10 million project.
- Do a complete schedule and budget – no matter how low the budget.
- Celina credits her proficiency at making good deals to having a well-prepared *pitch* and to preparing a *Pitch Packet*, a professional-looking presentation that contains a cast list, a list of key crew members (highlighting their recognizable credits), a script synopsis, storyboards and/or concept photos and any other selling points that might be helpful. She uses her pitch packet as a tool when negotiating with key crew members, vendors and location owners.
- She's developed solid relationships with vendors who are willing to give discounts to low-budget filmmakers, often in exchange for her recommending them to others and passing out business cards and flyers for them.
- Be willing to rent older equipment for discounted rates. Sometimes, for free.
- When shooting on film, Celina deals with Kodak reps who work with and offer discounted rates to low-budget and student filmmakers. For information on what Kodak offers students, go to motion.kodak.com/US/en/motion/Education/index.htm. To obtain information on discounted film rates for low-budget films, check out the list of Kodak's sales offices at http://motion.kodak.com/us/motion/support/worldwide_offices/index.htm#us
- Spend as much as you can afford on catering and craft service, because a well-fed crew is generally a happy crew (a credo I've always subscribed to!)
- Take advantage of low-budget sound stages, some of which come already permitted and provide grip and lighting equipment and the services of a key grip or best boy in their rental package.
- A few of the best places to advertise for crew is on Craigslist.org, Crewster.com and Mandy.com.
- Film schools are a great source of free labor/crews. But because students have to work around their class schedules, not all can work full days or for the entire shoot. So you may need two or three people to share the same job and work on different days.
- Slow times in the industry (TV hiatuses, strikes and/or the holidays) are likely to bring out highly qualified people willing to take a small, low-budget film and work for significantly less than their normal rate – just to keep working. It's an ideal time to call in favors from friends who happen to be available. You'll also often find discounted rates on stage rentals and equipment when the business is slow.
- Celina's crews run anywhere from five to twenty people, depending on the budget of the project. The fewer the number, the more hats everybody has to wear. This is what one of her crews looks like:
  1. Producer/Director
  2. Line Producer/UPM/Location Manager/Production Coordinator/Accountant
  3. 1st Assistant Director
  4. 2nd Assistant Director/PA
  5. DP/Camera Operator
  6. 1st Assistant Camera
  7. 2nd Assistant Camera/Grip/Loader
  8. Script Supervisor
  9. Gaffer
  10. Grip/Electrician
  11. Sound Mixer
  12. Boom Operator
  13. Production Designer/Set Dresser
  14. Art Director/Props
  15. Makeup/Hair
  16. Costumer
  17. Fire Safety Officer (if permit requires)
- Check out the professional hair and make-up schools in your area, because you can often score graduate students willing to work for the experience.
- If there's a fashion institute in your city (like FIDM in Los Angeles), call to see if one of their students might be available to intern as a costume designer on your show.
- On most of these smaller projects, the norm is to pay for everything in cash and to leave cash or check deposits with all your vendors. Some vendors will put a hold on your credit card for the full value of what you're renting until the equipment, props or wardrobe is returned and the rental and any L&D (loss and damage) is paid.
- If there is L&D, some vendors will give you the opportunity to have the item repaired or replaced yourself (if you can get it for less than they would have charged for the repair or replacement).
- Celina generally schedules five-day shoots and negotiates one-week rentals (for a week, vendors usually charge a two- or three-day rate). If your week starts on Monday and ends on Friday, your return date is Monday, which would allow you to keep the equipment throughout the weekend. If just shooting on the weekend, however, you would have the equipment picked up on Friday after hopefully being able to

negotiate a one-day rate covering Saturday and Sunday with a Monday return.
- The more you can save money in other areas, the more there will be for permits, effects, extras, music and special equipment.
- If you're working out of the Los Angeles area, check out Panavision's New Filmmaker Program. The following was taken from Panavision's web site and describes this terrific opportunity afforded to low-budget filmmakers who qualify:

Panavision's New Filmmaker Program

What Is It?

Panavision's New Filmmaker Program is an ongoing grant program. Through this program, Panavision donates the use of 16mm or 35mm motion picture camera equipment to filmmakers who are making public service announcements, showcase reels, "low-budget" independent features or any other type of short, nonprofit film.

The New Filmmaker Program has four 16mm and two 35mm cameras that have been set aside from the rental pool and are permanently attached to the program. These cameras are rotated from production to production, with time allotted for camera service and maintenance between shows.

How Does It Work?

To have your project considered for the New Filmmaker Program, you must submit a complete proposal to the program. This proposal is then reviewed and a decision is made as to whether the proposal meets Panavision's standards and scheduling requirements.

What to Include in the Proposal

- A cover letter describing the status of your production, what format you intend to shoot in, who you are, etc.
- A shooting schedule
- A copy of your script
- A copy of your budget
- Resumes and bios of all key people involved
- If you are associated with a school, include a letter of good standing on their letterhead. If you are not associated with a school, please include a copy of your state ID.
- A three-line synopsis.
- Feel free to add anything that you think will cause you proposal package to stand out (location photos, storyboards, past work, etc.).
- After receiving and reviewing your proposal, we will notify you as to the possibility of you obtaining an equipment grant. We will respond as quickly as possible, but please allow three weeks for an initial response.

Some Very Important Notes

Panavision's New Filmmaker Program receives many more proposals than we can possibly service. We try to accommodate as many as possible, but filmmakers must realize that this is a competitive grant program. Submitting your project will not automatically get you an equipment grant. As a result, we suggest a backup plan.

Get your proposals in at least two months before you plan to shoot! Due to the high demand for Panavision cameras and equipment, it behooves you to plan ahead and contact us early.

The New Filmmaker Program does not discriminate as to the nature of the project that can receive equipment grants. Any form, from experimental to documentary, from musical to traditional narrative are welcome. Unfortunately, the cameras cannot be used on productions shooting outside the United States. Customs laws make transportation of cameras out of the United States prohibitive.

The New Filmmaker Program will not allow cameras to be used on projects that perpetuate racial or sexual stereotypes and prejudices. Pornography is absolutely unacceptable.

Insurance must be obtained from an outside insurance agent. University students can generally have the school issue the necessary certificates of insurance. This generally takes several weeks to accomplish, so begin the process early. The process varies from school to school, so check with your film department.

Productions that are not attached to a university must obtain the necessary insurance from an independent broker. Obtaining insurance should be taken care of as early as possible. Insurance should be received two weeks prior to prep dates. *Equipment will not be allowed to leave Panavision without proper insurance. No exceptions!*

Please send proposals to:
NEW FILMMAKER PROGRAM
Panavision
6219 De Soto Ave.
Woodland Hills. CA 91367-2602

And for more information about the program, call: 818/316-1000.

- Although ultra-low-budget films can't afford to become signatory to all the unions, many do take advantage of the Screen Actors Guild's ultra-low-budget film contract. SAG also has a short film agreement and a student film agreement – each with their own pay scales and guidelines. SAG is great about answering questions and walking new filmmakers through the requirements and paperwork associated with all of their agreements. (Read more about SAG's various low/ultra-budget, short film and student film agreements in contract in Chapter 11.)
- Filmmakers with tiny budgets are hard pressed to afford pricey insurance policies, but they can't hire employees or rent equipment, props, set dressing, wardrobe, stages,

vehicles and/or locations without it. So some work through production services companies, and for a small fee, piggyback onto that company's coverage. Although I'm not crazy about this practice, it's much better to have the insurance than to try to get away without it and just hope that nothing goes wrong and no one gets hurt. To take it a step further, I would recommend that no one work on a show that doesn't have insurance – especially workers' compensation.

- Film commissions can be extremely helpful to new filmmakers. They can also supply you with a list of government-owned property where you can shoot for free (the only expense would be paying for a site rep to be there while the company is shooting).
- You can post your casting breakdown on any one of several free casting websites such as breakdownservices.com, lacasting.com and nowcasting.com.
- Unless you can find a casting assistant who wants to move up and is willing to cast your film for nothing or almost nothing, ultra-low-budget producers and directors will often find themselves casting their own films. If you don't have your own office, borrow one from a friend or rent one for a day or two, because it's rather creepy (and unprofessional) to ask actors to come to your home or apartment for readings.
- If accessible, you'll need a camera and small lighting package to record casting sessions and readings.
- When you don't have an office, places like Starbucks or Panera Bread are ideal for crew interviews and meetings.
- When needing extras, start with friends, relatives and crew members. If you need a large crowd, consider offering a raffle for cash or prizes – something to entice extras to come, to stay and to come back (if needed for more than one day). Celina will occasionally post for extras on Craigslist.org, lacasting.com, nowcasting.com or actorsaccess.com. She uses non-union extras, and depending on the show and the budget, when required to pay, generally pays about $50 a day. As for stand-ins, the actors do their own standing-in or like-sized and complexioned crew members will take up their positions during the lighting process.
- As a rule, Celina doesn't hire drivers. The crew drives their own vans and trucks, or they'll drive rental vehicles.
- Many low-budget producers promote their films on YouTube. Others hit the film festival circuit instead of or in addition to YouTube. Celina suggests building your film festival expenses into your budget and not waiting until the last minute to check out submission procedures and deadlines. (More about film festivals shortly.)

SHORT FILMS

Short films are hot right now, not only as an ideal way to showcase talent, but their short-term content is perfect for newer platforms like the Internet and mobile devices. Short films are starting to attract money and talent as well as brand-integrated advertising dollars, and they're now able to compete in dozens of different film festivals – garnering attention like never before.

My friend Stuart Altman, who's more of a guerilla-type filmmaker, is the king of short films – small projects that have proved to be the foundation of his rapidly advancing career. He started writing and directing while in film school where the camera package for his 35mm thesis film took up the entire bed of a pickup truck. His next project was shot on Super 16, and that required only three cases of camera equipment as well as a smaller crew. As much of an improvement as that was, though, he spent $10,000 on a 13-minute short shot on Super 16 that he later figured would have cost about only $4,000 had it been shot on HDV. That 60 percent savings would have primarily come from eliminating film, processing and telecine expenses.

Stuart is great at finding people willing to work for free – individuals just starting out but with some experience, several of whom have their own equipment. Being multitalented and functioning as producer, writer, director and editor, he saves bundles. His shorts have cost as little as $200. His five-minute, award-winning short *The Gift* cost $2,000.

The Gift consisted of a cast of five and a crew of five. They shot for eight hours. The DP/operator was paid $200 for the day, the sound mixer $250, a gaffer and key grip both made $75 and a hair/makeup person earned $100. A good portion of the remaining budget went into fuel and transportation.

Some of Stuart's advice includes:

- Keep your shoots down to two or three days at the most.
- In deference to those working for free, don't shoot for more than 10 hours a day.
- Don't skimp on the sound. Bad sound will ruin your film.
- Because there's so much competition, no matter how short your film is, make sure it looks amazing.
- For every short film you exhibit, have a full-length screenplay (or at least the outline of one) based on the same story.
- If you edit your own film, have another editor review your work. Get an objective opinion.
- Apply to make PSAs (public service announcements) in order to get your work out there.
- For a 15-minute short he did, Stuart advertised for a composer on Mandy.com, and he ended up spending $500 for 11 minutes worth of music and all obligatory rights. He also likes dealing with small music labels that are willing to work with low-budget producers. And for films made solely for film festivals, he's been able to obtain five-year film festival rights for $150.
- When renting equipment from outside vendors, even though he's no longer a student, he'll sometimes still

get a student discount if he asks for it, especially if it's a vendor who knows him. And by paying a little extra, the vendor will often insure their own equipment.
- In addition to his camera, sound and lighting package, Stuart won't leave home without an inverter to plug into his car – a handy convenience he's come to rely on.
- He, too, always makes sure there's money to feed his crew well.
- Check out the various websites that allow you to upload your short films onto the Internet and enter competitions. Some of them include: Babelgum.com, crackle.com, indieshortfilms.net, cinedulce.com and actioncut.com/sfc/competition.htm.
- Check out filmaka.com, which hosts competitions for short and documentary films (as well as an array of other types of competitions).

MARRYING CREATIVITY WITH BUSINESS

Another friend and contributor to this chapter is Cindy Baer, a filmmaker who radiates passion, creativity and strategy. I admire her zeal and seemingly effortless ability to motivate others – great traits to have when pitching and selling your ideas and projects. Cindy has experience running the gamut from making a critically acclaimed $80,000 feature (which features well-known music and was distributed by one of the largest distributors in North America) to a five-minute (award-winning) short that played at over 25 film festivals and cost all of $300. What makes her stand out is the way she merges the creativity of filmmaking with a keen marketing and business sense that enables her to create a buzz and successfully market and sell her films. The following is some terrific advice she's shared:

- Cindy strongly recommends that all would-be, new and existing filmmakers become part of a filmmaking community. She suggests joining organizations such as Film Independent (filmindependent.org), Independent Filmmaker's Alliance (ifilmalliance.com) and Film Artists Network (filmartistsnetwork.com) to name a few. There are Final Cut Pro user groups and several Yahoo filmmaking-related groups. You can volunteer at film festivals and/or on other people's films. If there is no film community where you live, start your own networking/support group. It's all about being around other filmmakers, building relationships and making friends with people who will be there to support you when you're making your film.
- Choose a name for your film that's not common – something that won't compete with similar names on search engines.
- Don't wait until your film is done to create a website for it. Create the website as early into pre-production as possible, start a blog and start building a buzz about the project. Start listing the cast and crew as soon as they're set and recognize those who are contributing their time or services to the film with a "Special Thank Yous" section.
- Cindy is a big believer in the use of product placement. Instead of going through a product placement company or hiring a product placement coordinator, she goes straight to the companies she wants to target. She has not only managed to negotiate for free makeup, props, set dressing and wardrobe, but she's been able to get free stuff for the cast and crew as well. She's also been able to tap into fast food chains and food vendors who will set up on the set and pass out (free) food. These companies and vendors receive special mention on the website and also in the end crawl of the movie, and she tries to feature their products in the behind-the-scenes footage on the DVD.
- She hasn't tried it yet, but Cindy thinks that a way to earn some extra money for the film would be to have the cast autograph certain items used during principal photography, and then (again, with permission from the cast) sell those items on eBay.
- Cindy will assemble her own press kit as early in the process as possible and keep adding to it as there's more material to include. Her press kit will consist of a synopsis of the film, info on the cast, interviews with the cast, full cast and crew lists, a selection of production still photos, the best reviews and quotes and anything else that might be applicable, such as a list of the festivals where the film has played and mention of any awards the film might have won.
- She makes sure to have still photos taken on the set during principal photography and someone shooting behind-the-scenes footage and doing interviews, all of which are used to create added features for the DVD – an added value for the distributor.
- Before the picture is locked, Cindy screens her films for a group of friends and acquaintances. She gives her audience evaluation sheets and asks them to critique the film anonymously. And she urges them to be as brutally honest as possible, her philosophy being that she can't improve the film if she doesn't receive totally frank and objective feedback.
- So far, Cindy hasn't used a sales agent, but instead, has marketed her films directly to distributors. And to get the buzz started, she targets a group of potential distributors and starts periodically e-mailing them. She e-mails to announce when her films are being presented at certain film festivals (without giving them specific dates, locations and times of the screenings), when one has won an award or has received a good review or quote. She stays in touch just enough to *entice*, but no so much as to annoy.
- When one of her films gets a good quote or review, she tacks it onto the footer of her e-mails, so each time she contacts anyone about that films they can read how well it's being received.

- When it comes time to secure her distributors, Cindy asks her personal contacts to recommend and set up introductions for her to specific distributors she feels would be best for the project. If they're associated with companies that had been included in her "enticement" campaign, all the better, because they'll already be familiar with the project. She sends each one of them a copy of the film along with a press kit that includes the reviews. But she also does something very smart to counterbalance high expectations and to bring the frenzy down to a realistic level: she clarifies anything that could potentially be disappointing or difficult to understand (explaining decisions that were made pertaining to specific scenes or shots or with regard to the acting or editing).

FILM FESTIVALS

Both Stuart and Cindy have had experience on the film festival circuit, and the following are recommendations from both of them:

- Cindy urges you *not* to submit your film to festivals until you have a game plan – a strategy for how you're going to market your film, meet the right people and attract the right reviewers.
- She explained that film festivals are attended by: (1) reviewers (critics and press), (2) an audience and (3) buyers/distributors. An "A" festival will have three of the three, and those would include major international festivals such as Sundance, Toronto, Cannes and Telluride. A "B" festival will offer two of the three. And "C" festivals, which are smaller and more regional, will have one of the three. She said an A festival won't usually accept your film if it's already premiered at another A, but if you've premiered at an A, then there's a good chance that several B festivals will accept your film. And if you've premiered at an A or B, then many of the C festivals would likely accept your submission. Also, as it stands to reason, more festivals will want your film once it starts winning awards.
- The cost of entering a film festival will generally range from free to about $100. And the sooner you apply, the lower the fee.
- Both Cindy and Stuart highly recommend Chris Gore's *Ultimate Film Festival Survival Guide* (Lone Eagle Publishing) for anyone serious about entering the festival circuit. It'll help you identify which festivals you should submit your film to and walk you through the submission process. It'll identify the top-tier festivals, panels you should attend and how to get in good with the programmers, who are often attached to other festivals.
- If you'd like your film to be considered for an Academy Award, apply to festivals that are Academy-accredited. This way, if your film wins, it's automatically qualified for Academy consideration.
- You can find an extensive list of festivals (including those that are Academy-accredited) by going to www.withoutabox.com. While you're there, check out their submission services. Withoutabox® is associated with over 3,000 festivals worldwide, and for just the cost of entering the festivals, they'll enter the appropriate festivals for you. All you have to do is upload your film, trailers, posters, press kit and photos. They also offer filmmakers the chance to self-distribute on DVD, video-on-demand or streaming video. This service isn't for everyone, but it is worth checking out.
- If your film is accepted at a top-tier festival, and you're in the market for a producer's rep, you'll be in a better position to land one. Your rep will then create an awareness of the film, plan a premiere and generate interest among the buyers. You could also try lining up a producer's rep prior to submitting to festivals, and if a rep wants your film he or she may very well be able to help you secure a good slot at one of the festivals.
- Without going overboard, consider adding promotional items and a picture of your poster in your application package. It would also help if you could add any endorsements from well-known industry professionals (producers, directors, etc.).
- Arrive at a festival armed with posters to put up and promotional materials to distribute.
- Attend as many festival screenings as you can in order to meet other filmmakers. Festivals are a great place to network.
- Cindy doesn't rely on the festival to fill the theatre that's showing her film. She creates her own audience by relying on her contacts (cast, crew, fans, friends, etc.) to make new contacts for her wherever the festival is taking place. She contacts the local press to arrange for newspaper stories. She sets up radio interviews, offers giveaways to those attending and gets her cast to commit to a Q&A after the screening, which always helps promote attendance.
- Stuart will make it a point to meet with journalists while at festivals and ask them for a quote. Cindy will go a step further by researching the press who will be attending a specific festival, target the ones who have traditionally liked films similar to hers – and then personally invite them to a screening and pay for their tickets. She'll let them know ahead of time that she's a fan of their reviews and would love to have them review her film. She, of course, contacts them via e-mail – the e-mail with the footer that contains a stream of terrific quotes from other reviewers.
- Once you start entering film festivals, continue to use your festival awards and reviews to create further buzz about your film. Distributors are known to go online to check out festival reviews before deciding what to buy. Getting good reviews won't tax your budget and is a highly effective way to market your film.

- Connect your MySpace page to the film festival's MySpace page, and start networking with other filmmakers who will be attending the festival. Cindy said it saves a lot of time, because you've already formed new contacts before you even arrive. It becomes easier to connect once at the festival, and part of the fun is going to each other's movies.
- A few additional websites that provide festival news and complete listings of all film festivals are at: www.insidefilm.com, www.filmfestivalworld.com and www.indiefilmmaker.org.

DIRECT-TO-DVD

Among her long list of impressive credits, my friend Suzanne Lyons produced three ultra-low-budget horror films for $200,000 each, all made for direct-to-DVD release. She helped me with this section by sharing many of her experiences and imparting some incredibly helpful advice. But for even more information on how she did it – the entire step-by-step process, I'd like to recommend the "Producing Your Low-Budget Film" workshop she does from time and also her terrific e-book on the same topic (both of which you can get more information on by going to www.suzannelyons.net).

Suzanne and her producing partner Kate Robbins (who directed one of the films) decided on what kind of projects to make based on the research they did to determine what was selling at the time. Not only did they discover that horror was currently selling, but that historically, horror films did well even without a recognizable cast. They weren't going to need big names to sell their projects.

- After finding their first script, they formed their new entity (which included a name search, filing for state and federal ID numbers and forming an LLC (limited liability corporation) – all of which they did themselves online. The LLC in fact cost them $70 online – something that would have cost $1,600 had their attorney done it for them.
- In conjunction with the LLC and in anticipation of raising the financing for the film, they also went about creating other legal documents they needed, such as a subscription agreement, an operating agreement and a private placement memorandum. Suzanne and Kate opted for doing it themselves and had their attorney check it over, spending about $250 and saving tens of thousands in the process.
- They did their own option agreements for the screenplays.
- They also prepared their own business plans. If they had had someone else prepare them, it would have cost between $3,000 and $5,000 each. Business plans for films tend to vary a bit, but theirs consisted of seven sections: (1) what the project is about (including synopsis), (2) what's in it for the investors, (3) their objective, (4) comparisons to like films, (5) marketplace quotes, (6) production team bios, and (7) revenue scenarios based on the genre of the film.
- They had a line producer do a schedule and budget for them.
- Realizing that they were going to need the organization and structure to be able to raise the financing, make and market their films within a limited period of time and budget, they constructed a realistic timeline for each film, and then one at a time, committed themselves to each. The timelines, which ran from approximately a year to a year and-a-half (depending on the film), took them through the entire process and ended with the marketing of their product at a film market or festival.
- When it came time to raising the financing, they started by agreeing upon the total amount needed (basic budget, delivery requirements and operating costs). They next figured out how many investors they were going to seek. The restrictions vary from state to state, but in California, you can collect from only 35 *nonaccredited* investors – but as many *accredited* investors as you want. (Wikipedia describes an "accredited investor" as a term defined by various securities laws that delineate investors permitted to invest in certain types of higher-risk investments. The term generally includes wealthy individuals and organizations. In the United States, for an individual to be considered an accredited investor, he or she must have a net worth of at least one million U.S. dollars or have made at least $200,000 each year for the last two years, $300,000 with a spouse if married, and have the expectation to make the same amount this year.) Taking the total amount needed and dividing that by the number of investors you're seeking will give you an amount per share. A share in Suzanne and Kate's film would have cost you $7,500.
- They started by calling and sending out e-mails to their contacts and friends to invite them to a sales presentation. They didn't solicit potential investors via e-mail, for several reasons, including the fact that it's illegal to do so.
- Suzanne and Kate each bought one share. They then booked a hotel conference room to hold a sales presentation for those whose interest they had piqued with their calls and e-mails. Those interested in purchasing more than three shares or those who brought in investors who bought at least three shares were promised a screen credit on a shared card (executive producer or associate producer, depending on the film and the shares invested).
- They did two sales presentations for the first film, but didn't need to have any for the second. They sent out over 100 presentations/business plans for the first film and only 35 for the second, because half of the

investors from the first film were only too happy to invest the next time around. That's why it took five and a half months to raise the financing for the first film and less than a month for the second.

- Suzanne and Kate made it clear that they were looking for investors who wanted to *play* in the film industry. They would be given the opportunity to be extras, visit the set, attend cast and crew parties and be part of the process every step of the way. And their share of the profits would last up to five years from the date of delivery.
- Suzanne created an environment of excitement. She came to the sales presentations armed with packages that included a great deal of information, including copies of their business plan, the subscription agreement, operating agreement and private placement memorandum. They even included a description of what the movie poster would look like. And attached to the business plan was a copy of an article on Section 181 of the Internal Revenue Code, along with a letter explaining this tax incentive in more detail. (Section 181 is mentioned in the previous chapter and in Chapter 5.)
- As soon as checks started coming in, the funds were placed in a business maximizer account, so they could earn interest until the funds were spent.
- They could only afford to pay for three weeks of prep, but they prepped as much as they could on their own during the preceding two months. During this time, key department heads were invited to join them for meetings – knowing that it was on their own time, because there was no money to pay them for their involvement at that stage. This was also the time that they assembled a group of actor-friends to do a table reading that key department heads were also invited to attend. They were asked to comment on potential production-related problem areas, what needed to be cut, possible location sites and possible casting choices.
- They signed a SAG ultra-low-budget agreement, which allowed them to use a certain percentage of non-SAG actors.
- They did their own casting and started the process by posting a breakdown of the roles on the Breakdown Services (breakdownservices.com) and LA Casting (lacasting.com) websites, then waited for the headshots and resumes to come in. They met with actors individually and also in groups to observe the chemistry between those being considered. They scheduled callbacks, and once decisions were made, prepared the cast deal memos and SAG contracts. Not having the luxury of scheduling a week or two of rehearsals, the cast was assembled for a full table reading a couple of days before the start of principal photography.
- Because of their fabulous network and the excitement they created around their films, they were able to line up a good crew. And their full production meeting was held a week prior to principal.
- Having learned the hard way by not doing it early enough the first time around, Suzanne recommends that you find out what your delivery requirements are going to be ahead of time. Know the specific elements and the formats expected and the costs for all of it. She started by researching sales agents listed in the Cannes, AFM and Berlin Film Festival editions of the *Hollywood Reporter*. She called several – to get advice, make contact, let them know what she was doing and to ask for a copy of their delivery requirements.
- Suzanne warns that another part of the process new filmmakers easily forget is to send their scripts out for a *clearance* report. You want to make sure that all clearances (names, logos, artwork, book jackets, magazine covers, photographs, film and television clips, copyrighted toys, etc.) are done prior to principal photography. (See Chapter 15 for more information on clearances.)
- Suzanne and Kate's films had 14-day shooting schedules, and they too plied their cast, crew (and investors) with treats whenever they could to keep them happy and to let them know they were appreciated.
- Once principal photography was completed, the editor had a week or two to complete his assembly, and then the director had two weeks to complete the director's cut. They then allowed time for final pickup shots, some audience testing (with a temp music track) and for the producer/Suzanne's final cut – all of which took about 10 days. Picture was then locked and turned over to the composer, sound designer and to the lab for color correction.
- The next couple of months, everything was completed, including the music, screen credits and delivery requirements.
- Before the pictures were complete, Suzanne and Kate started sending DVDs of the rough cut to potential sales agents. Once one was secured and a deal was made, they turned over the finished product a month prior to whatever film market or festival they were premiering at.
- As the producer of three ultra-low budget films, Suzanne and Kate also functioned as casting directors, accountants, post production supervisors, directors of marketing, company psychologists and babysitters and both the good *and* the bad cops. But they had loads of fun wearing all those hats. Either that, or the sleep-deprived delirium they were experiencing could have easily been mistaken for fun. But whatever it is that gets you to the point of wanting to make your own film, you have to really, really, want to do this and be passionate about the process, or you won't even

think this experience is fun. As for some final words of advice from Suzanne – she said that the two most important things you can do when making your movie is to make sure that it looks amazing and to keep your investors happy.

DOCUMENTARIES

At the start of each summer's session of my USC class, I ask the students which facet of the business they're interested in. In the early years, there might have been one or two mildly interested in documentary filmmaking, but that sure changed with the release of *Fahrenheit 9/11* and *Super Size Me* in 2004 and *An Inconvenient Truth* in 2006. And if you haven't already heard, being a documentary filmmaker has become the "in" thing in recent years.

My friend Robert Bahar is a documentary filmmaker. He's the director and co-founder of Doculink (doculink.org), a grassroots organization for documentary filmmakers and has served on the Board of Directors of the International Documentary Association. Robert, along with filmmaker Almudena Carracedo, recently won an Emmy for their documentary *Made in L.A.* When Robert recently guest lectured at one of my classes, he told the students that when it comes to documentaries, you can't just pick a topic. You have to care about an issue and have a story to go with it – a beginning, a middle and an end. And you need good characters to follow as they go through a journey.

For those who have stories to tell and don't have the training, Robert suggests looking into Film Independent's documentary workshop, UCLA's class on Documentary Producing or the seminars being offered by the International Documentary Association. If you do an Internet search, you'll find other classes and workshops offered throughout the country. Of course there's also Doculink, a community of documentary filmmakers who have created a forum in which to ask questions and provide a rich source of information.

Robert confirms that there's no one way of doing it, and that many people make their own documentaries – sometimes taking years to complete the project.

The equipment needed to make your own documentary is pretty simple. Many filmmakers have their own DV and HD cameras, which I won't get into detail on, as they'll probably be obsolete by the time this book comes out. But no matter which camera you use, Robert suggests buying the most professional camera you can afford. Either that, or find a friend with a good-quality camera, and either borrow the camera or recruit your friend to shoot the film for you. No matter which camera you use, though, use the same camera throughout the process, so the picture retains the same look.

Other equipment you'd need would include a basic lighting kit, although some choose to shoot with natural light and forego the kit. Your sound system should consist of a boom microphone and one or two wireless lavaliere (lapel) mics (the ones that clip onto your shirt). When shooting, the boom mic is tied to the camera and the lavaliere mics are on the subject(s). (If you can afford it, it's helpful to have a sound person on your crew who can handle the boom, so it can move separately from the camera.) The other thing that many independent documentarians have is their own Final Cut Pro editing system.

To pitch (sell) your project, you'll need to assemble a proposal package, consisting of:

- A trailer or sample reel – something that runs anywhere from five to twenty minutes. The best sample reels contain scenes from the actual film itself (or what you have of one so far) opposed to *pitch* reels. And the more credible the material, the easier it will be to sell.
- treatment or script
- A proposed budget
- A production plan

And because of the staggering competition, you'll want to make sure that your proposal package is as good and as professional-looking as possible before you send it out for submission. Popular wisdom dictates that when looking for corporate sponsorship, you'll want a proposal that's formal and glossy. If you're looking for more academic resources, you'll want a proposal that's thoroughly researched. To play it safe, I'd cover all bases by going with well-researched, formal and glossy. Above all, be sure to research the requirements of each funder and follow their instructions carefully.

Just as it with any other independent project, raising the financing for your film is usually a challenge, and the submission process for funding and grants can be long and arduous. But unlike other indies, it's unusual for documentaries to receive full funding at the development stage, other than possibly seed money for research and development. While waiting for all the pieces to fall into place, a good number of filmmakers slowly continue to work on their projects in a grassroots sort of way – sometimes for years – and sometimes finishing them on their own (finding some way to keep their projects alive) before their funding comes through.

There's no one route to take to fund documentaries, and it often comes from more than one source. Connecting with a production company that will invest and/or bring on private investors is certainly one way to go. And Robert has a few other suggestions:

- ITVS – Independent Television Service, which funds, presents and promotes documentaries on public television and on the PBS weekly series *Independent Lens*.

They act as a bridge between producers and public television, providing funding, creative development, feedback during production and a comprehensive public television launch. To apply, an independent producer must be at least 18 years old and have had some previous film or television production experience. You can check out their submission guidelines and deadlines by going to itvs.org.

- At the core of the Sundance Documentary Film Program is its Documentary Fund (docsource.sundance.org), which twice a year makes up to $1.5 million in grants to support U.S. and international documentary films focused on contemporary issues. Furthermore, the Sundance Program offers a continuum of support through the life of a project, from research to production and post production, through distribution and audience engagement. Go to www.sundance.org/documentary for the fund guidelines and a formal application.
- Check out IFP (ifp.org). Independent Feature Project is the nation's oldest organization of independent filmmakers, founded in New York City in September of 1979. Since its inception, 20,000 filmmakers have participated in its programs, and it has facilitated the development, financing or distribution of more than 7,000 independent films – a large percentage of which have been documentaries. IFP sponsors a yearly event called *Independent Film Week* – a six-day event that's attended by filmmakers, distributors, broadcasters and major funders. Its centerpiece is *Project Forum*, which showcases 150 new works in development, half of which are documentaries. The forum is divided into three sections: Emerging Narrative, for writers and writer/directors seeking producers; No Borders International Co-Production Market, for experienced producers seeking financing partners; and Spotlight on Documentaries, for projects in production and post-production that are currently seeking financing partners and festival invitations. The event also allows for thousands of one-on-one pitch meetings between filmmakers and executives from production companies, distributors, exhibitors, broadcasters, and film festivals. For guidelines and submission forms, go to independentfilmweek.com.
- You can also pursue grants that pertain to a specific subject matter if your film happens to be about one of those subjects. Go to the Foundation Center (foundationcenter.org), where you'll find a database of foundation grants. Some of the foundations will want you to send a query letter and others will require you to submit a full proposal. There are also some that will only consider sponsoring films made by charitable nonprofits – 501(c)(3)s. And in that case, if you're not a nonprofit, you're going to want to check out IDA (International Documentary Association)'s Fiscal Sponsorship program, which will accept grants and donations for approved projects under their nonprofit umbrella. You can find out more about this program at documentary.org/content/fiscal-sponsorship.
- If you're a woman making a film about women, check out Women Make Movies (wmm.com). This is a multicultural, multiracial, nonprofit media artsorganization that facilitates the production, promotion, distribution and exhibition of projects specifically by and about women. They not only offer low-cost media workshops, information services and a distribution service, but also a *Production Assistance Program* to approved filmmakers.
- Though most documentary filmmakers opt for fiscal sponsorship, you can go the charitable route yourself by becoming a nonprofit corporation, 501(c)(3), and collecting grants and donations on your own. There's a lot of information on the Internet about how to do this.
- If you have a project that's very commercial, you might also try one of the more traditional investor models – the type used to finance many independent films.
- Submitting proposals (script, budget and sample reel) to cable networks (the Discovery Channel, the History Channel, HBO, etc.) is slightly different for each network. Discovery Communications, for example, which produces the Discovery Network, the Learning Channel, Animal Planet and the Science Channel (to name a few) has an e-submission process online through what they call their Producer's Portal (producers.discovery.com/esub/esub.nsf). As for HBO, you pretty much have to be commissioned or hired to produce a documentary for them (although occasionally, filmmakers have had success pitching to HBO at a film market and/or by submitting a very strong rough cut).
- Another scenario would be to make the film completely on your own – asking friends to work with and help you. Then submit your film to festivals such as Sundance, Hot Docs (the Canadian International Documentary Film Festival in Toronto – www.hotdocs.ca), SilverDocs (the AFI/Discovery Channel Documentary Festival – silverdocs.com) and IDFA (the International Documentary Festival in Amsterdam – www.idfa.nl). For a full list of documentary film festivals, check out DocumentaryFilms.net (www.documentaryfilms.net/festivals.htm).
- Robert recommends many of the same marketing strategies as the others interviewed for this chapter – having a designated website for your film, posting a trailer, building an e-mail list that targets the precise audience you want to reach.
- If you're continuing to work on your film while pursuing financing, you'll either need to be proficient enough on (and have access to) a home-based editing system or be compelling enough to recruit a friend, colleague or intern willing to do some editing for you (for free or on deferment), because you'll need a

trailer, and if possible, a 20-minute assembly of material to present to potential investors.
- Robert also says that once you've secured your financing, the single most important investment you can make in your film is to hire the best editor you can afford. Sorting through and scrutinizing hours of footage, your story will usually come together and the film will be crafted in the editing room. So the right editor can absolutely make your film. And if a massive amount of footage has been shot that could be edited in a way to tell more than one story, then it's the producer's job to decide which story to tell.
- For those who are serious about documentary filmmaking, Robert highly recommends these books: *Directing the Documentary* by Michael Rabiger (Focal Press) and *The Documentary Filmmakers Handbook: A Guerilla Guide* by Genevieve Jolliffe and Andrew Zinnes (Continuum).
- What does a documentary cost? Well, depending on your topic, if you're doing it yourself, it could cost as little as $5,000. A one-hour TV documentary will generally range from $200,000 to $500,000 (somewhat lower for some cable networks). And proposals generally run from $300 to $800, depending on the content.

Getting back to this whole stiff competition thing: I know I sound like a broken record, but for every 400–600 applications made to ITVS, only six to eight projects are funded. And of the 1,200 documentaries submitted to Sundance each year, only 16 (domestic) slots are filled. So although I don't mean to dissuade you from applying, I want you to know what to expect and to be prepared! That's why I suggest that before embarking on a documentary, you find out what's already out there and what's selling. An acquaintance who recently took a documentary workshop was warned to stay away from films bashing George W. Bush and anything that had to do with global warming. Not that they're not worthy topics, but no matter what the spin, they've been done to death, and there are just too many already on the market. Remember that – like any other type of film – you may not make a fortune (few do in this field), but you'll have a much better chance of doing well if you start with a compelling story, and you make a movie that people want to see.

MORE ON MARKETING

Some more useful tips:

- If you can afford it, hire a good publicist. Even if you think it's an expense you can't absorb, meet with a publicist anyway, because although you might not be able to afford all of the services one provides, you might be able to afford some. And if nothing else, you'll leave the meeting having made a new contact and probably some good advice.
- Know who your core audience is, and target them – starting with the Internet.
- Engage your audience from the moment your project is born with a website, blogs, etc.
- Use the film's website to develop a relationship with your fanbase and keep them committed and buzzing about your project with photos, stories from behind the scenes, an amazing trailer, etc.
- Have an awesome poster created and develop some memorable promotional materials.
- Start a grassroots word-of-mouth campaign by hosting screenings for friends and colleagues, industry-related organizations, at colleges, churches and through nonprofits.
- If the topic of the film relates in any way, enlist social action campaigns, and look for organizations for which the film can become a vehicle.
- Have your cast, director, other producers and key crew members agree to participate in Q&A sessions immediately after screenings.
- Invite your fans to participate and think about creating a contest (possibly granting the winner two invitations to the film's premiere).
- Promote the film at any conventions that might apply (such as Comic-Con).
- Contact the press, including local radio and TV stations.
- Consider marketing via mobile devices.
- Post a trailer on YouTube, get some feedback, fine-tune the trailer and use it as a selling tool. Make it short and to the point in order to grab your audience's attention.

MUSIC FOR YOUR FILM

Obtaining the rights to specific songs you might want to use in your film could be costly, but securing good music for you film doesn't have to be expensive.

You can't just attach the music you want (see Chapter 16), but you can find up-and-coming composers, groups and singers who would love the opportunity to provide music for you film. One way to find musical talent for your project would be to do a search on YouTube, MySpace and/or Facebook. What they would get in return is the exposure, the contacts and the screen credit. An additional incentive for the composer is that he will retain publishing rights. So if and when the film makes it to broadcast, the composer (providing that he is signed with a performance society – ASCAP, SESAC, BMI) will earn performance money.

When using a group, you're going to need a Music Master Use License and Music Synchronization License (both of which can be found at the end of the chapter), which will give you (the filmmaker) the right to use the group's original music in one specific film. Make sure,

however, that your agreements grant you the rights to use the song, or songs, (composition and master recording) in any and all media now known or hereafter devised. You'll need to secure these rights before dealing with any sales reps and/or distributors. You'll also have to provide the group and/or the songwriters with the appropriate credit – all those in the group who contributed to the song will sign the release.

You can also create your own music with one of several music creation programs that are either free or very affordable and easy to use. GarageBand is one. It's a music creation program provided for free with every new Mac. It provides you with numerous standard pattern – drum, bass, percussion, guitar, keyboards, etc., and you simply open the program and drag and drop them into place. You choose a desired sound pattern and drag it onto the music timeline. Then there's Acid. This program is marketed by Sony and can be used on the PC format. It has many sound altering and music importing and exporting features that aren't found in GarageBand. It does follow the same protocol: you simply drag and drop sound bites into their appropriate location on your music timeline. If you're using a film editing program, you can easily switch between programs and create your soundtrack as you go.

The great thing about creating music with either of these programs is that all of the sound bits and patterns are royalty-free.

Finally, there are a couple of websites I recommend you take a look at: www.talentmatch.com features indie bands seeking exposure, and www.uniquetracks.com offers royalty-free music.

ADDITIONAL RESOURCES

Here are some more for you:

- Film Independent (formerly IFP/West): www.filmindependent.org. Film Independent is a nonprofit organization dedicated to helping independent filmmakers get their films made. Five thousand members strong and based in Los Angeles, they have camera equipment and casting rooms to rent, a resource library with computers, sample budgets and business plans and every conceivable film periodical. They offer their members over 100 free screenings and 150 educational events every year. They offer filmmaker labs, mentorship programs, talent development programs, networking events and much more. They also produce two major annual events: the Independent Spirit Awards in February and the Los Angeles Film Festival in June.
- Worth repeating is Independent Film Project (IFP): www.ifp.org. As mentioned earlier, the IFP, located in New York, is the nation's oldest organization of independent filmmakers. Since its inception, 20,000 filmmakers have participated in its programs, and it has facilitated the development, financing and/or distribution of more than 7,000 independent films.
- About.com: worldfilm.about.com. Covering independent films worldwide.
- Done Deal: www.donedealpro.com. Tracks script, book, treatment and pitch sales.
- Filmmaking.net: www.filmmaking.net. References and networking opportunities for independent filmmakers around the world.
- IndependentPictures.com: independentpictures.com. Share and review indie films and exchange ideas and criticism.
- Indie Films: indie.imdb.com/index.indie on the Internet Movie Database.
- IndieClub: www.indieclub.com. Networking site, message boards and local groups for independent filmmakers.
- IndieProducer.net: www.indieproducer.net. A networking site for independent filmmakers
- IndieWIRE: www.indiewire.com. News, information and networking.
- Movie Marketing Update: www.indiescene.net. A daily source for film industry marketing news.
- MOVIEmaven: www.moviemavenlist.com. Reviews of foreign and independent films.
- ProductionHUB: www.productionhub.com. A resource and directory for film, television, video, live events and digital media production.
- SAG Indie: www.sagindie.org. Independent film production information, resources and events – includes SAG indie contracts (information and downloads)
- *Planning the Low Budget Film*, by Robert Latham Brown (Chalk Hill Books)
- *The Independent Film & Videomaker's Guide*, by Michael Wiese (Michael Wiese Productions)

Without Suzanne Lyons, Robert Bahar, Cindy Baer, Stuart Altman and Celina Reising, this chapter wouldn't exist. I can't thank them enough for their generous help and contributions.

FORMS IN THIS CHAPTER

- Deferral Agreement – for those of you who retain employees and/or vendors who are willing to defer their salaries until the picture earns a profit. This is a form that each such person should sign.
- Music Master Use License (create one agreement for each piece of music)
- Music Synchronization License (create one agreement for each piece of music)

DEFERRAL AGREEMENT

Picture Title:_____

Reference is hereby made to the fully-executed agreement (the "Agreement") dated as of [TODAY'S DATE] entered into between [NAME OF PRODUCTION ENTITY] ("Producer") and [NAME OF EMPLOYEE OR VENDOR] ("Employee [or Vendor]") on the [TYPE OF PRODUCTION, SUCH FEATURE OR TV] project tentatively entitled [NAME OF PICTURE] (the "Picture").

For $1.00 and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, [Employee] [Vendor] agrees to defer $ _____ of the $ _____ Fixed Compensation set forth in the Agreement (the "Deferment").

[Employee] [Vendor] shall recoup the Deferment from any unspent contingency from the budget of the Picture following complete and final delivery of the Picture and all elements thereof by Producer to the distributor of the Picture, provided that (i) the completion guarantor has been rele"ased from any and all liability under any completion guaranty issued in connection with the Picture, and (ii) the completion guarantor has recouped any and all sums it has expended in connection with the Picture.

Thereafter, [Employee] [Vendor] shall recoup any remaining portion of the Deferment, plus ____% interest thereon, from the "Worldwide Adjusted Gross Receipts" of the Picture. For purposes of this agreement, Worldwide Adjusted Gross Receipts shall be defined as all sums, including advances, guarantees and security deposits, actually received by Producer, or any affiliate, subsidiary, parent or related entity or party of Producer, in connection with the distribution or other exploitation of the Picture or any element thereof, less: (i) all collection fees actually paid to the collection agent for the Picture; and (ii) all bank debt and interest thereon incurred in connection with the production of the Picture.

Producer shall be required to maintain full and complete records in connection with the Picture, and to provide quarterly statements to [Employee] [Vendor] for the first 3 years following the release of the Picture, and at least annual statements thereafter. [Employee] [Vendor] shall be granted industry-standard accounting and audit rights in connection with the account and such records.

If Producer breaches this Agreement, [Employee] [Vendor]'s sole remedy will be an action at law for money damages. In no event will [Employee] [Vendor] be entitled to seek injunctive or other equitable relief nor will [Employee] [Vendor] have the right to enjoin the production, exhibition or other exploitation of the Picture. Furthermore, [Employee] [Vendor] will; not have the right to terminate the rights granted under this Agreement or rescind this Agreement by reason of such breach. This Agreement constitutes the entire understanding between Producer and [Employee] [Vendor] with respect to the subject matter of this Agreement and cannot be modified except by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Deferral Agreement as of [DATE OF SIGNING].

[NAME OF PRODUCTION ENTITY]

By:_____
Its: [Job Title]

[NAME OF EMPLOYEE OR VENDOR]

_____
Employee or Vendor's Signature

_____

_____
Address

_____
Phone No.

_____
Soc. Sec.# or Federal ID#

MUSIC MASTER USE LICENSE

This master use license agreement (the "Agreement") is entered into as of [TODAY'S DATE] by and between [NAME OF PRODUCTION ENTITY] ("Producer") and _____ ("Licensor.")

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. This Agreement is entered into with respect to the master sound recordings of the musical composition" _____" written by_____ (the "Master"), recorded by _____ _____, with respect to that certain motion picture currently entitled "_" (the "Picture").

2. Licensor hereby grants to Producer and its successors, licensees and assigns, the non-exclusive right, in perpetuity, to record, dub and synchronize the Master into and with the Picture and all advertisements, trailers, featurettes and any other promotion thereof, in any manner, medium, form or language, in each country of the Territory (as defined below). In connection therewith, at Producer's request, Licensor agrees to make the Master available to Producer for Producer's use in accordance with this Agreement.

3. Licensor also hereby grants to Producer and its successors, licensees and assigns, the non-exclusive and irrevocable right and license, in perpetuity, to publicly perform for profit or non-profit, and to authorize others to so perform, the Master as part of the exhibition or other exploitation of the Picture, and in any and all advertising or other publicity for the Picture, in the Territory, in any and all media now known or hereafter devised, including, without limitation, theatrical exhibition, television exhibition (including, without limitation, free, pay, cable, satellite television), by means of videodiscs or any other form of data storage device, and via online, internet and streaming transmission by any means whatsoever.

4. Licensor also grants to Producer the perpetual, non-exclusive right to use and to license others to use Licensor's name(s) in connection with Producer's exploitation of the Picture.

5. The territory covered by this Agreement (the "Territory") is the entire universe.

6. As full and complete consideration for the rights granted to Producer hereunder, Producer shall pay to Licensor the sum of $_, payable upon Licensor's execution hereof.

7. Licensor represents and warrants that it has the full right, power and authority to enter into this Agreement and to grant the rights agreed to be granted hereunder. Licensor hereby agrees to defend, indemnify and hold harmless Producer, its successors, licensees and assigns from and against any and all claims, liabilities, damages, costs or expenses (including, without limitation, reasonable attorneys' fees) arising from any breach by Licensor of any representation, warranty, covenant or agreement made by Licensor hereunder.

8. This Agreement does not authorize or permit any use of the Master not expressly set forth herein. Licensor reserves exclusively to itself and its successors, licensees and assigns, all rights and uses in and to the Master, whether now or hereafter known or in existence, except the limited use expressly licensed hereunder. By way of illustration and not of limitation, the following rights are specifically reserved to Licensor for its own use, and may not be exercised by Producer:

(a) All rights of reproduction or use of the Master on compact discs and any other types of sound reproduction, whether now or hereafter known or in existence. Without limiting the generality of the foregoing, Producer shall not have the right to include or authorize the use of the Master or any portion thereof in any compact disc of the soundtrack of the Picture.

(b) The right to use the Master in other motion pictures or other television programs.

(Continued)

9. Producer shall accord Licensor screen credit, substantially as set forth below, with respect to the Master, on the negative and all positive prints of the Picture, as follows:

"_____"

Performed by_____

Composed by_____

The foregoing credits shall be in such size and placement as is customarily accorded musical groups receiving screen credit.

Producer will use good faith efforts to require compliance with the foregoing credit requirements in all agreements for the distribution, exhibition, or other exploitation of the Picture, to assure that proper credit has been accorded to Licensor; provided, however, that any casual or inadvertent failure of any third party to comply with the foregoing credit provisions shall not constitute a breach of this Agreement by Producer.

10. In the event of any breach of this Agreement by Producer, Licensor's sole remedy shall be the recovery of money damages, and Licensor shall not have the right to terminate or rescind this Agreement or to enjoin or restrain the use of or the exhibition, distribution, advertising or exploitation of the Picture.

11. Nothing contained herein shall in any way obligate Producer to use the Master, or to produce, release, distribute, exhibit or otherwise exploit the Picture. Producer shall be deemed to have fully satisfied its obligations hereunder by paying to Licensor the compensation payable pursuant to the terms hereof.

12. This Agreement is binding upon and shall inure to the benefit of the parties' respective successors and assigns. Producer may assign this Agreement, in whole or in part, at any time to any party as Producer may determine in its sole discretion.

13. This Agreement contains the entire understanding of the parties relating to the subject matter hereof and supersedes any prior understanding or agreements of the parties. This Agreement may not be modified or amended except in writing signed by the parties to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the day and year first written above.

“Producer”

By: _____
Its:

"Licensor"

By: _____
Its:

_____

_____
Address

_____
Phone No.

MUSIC SYNCHRONIZATION LICENSE

This synchronization license agreement (the "Agreement") is entered into as of [TODAY'S DATE] by and between [NAME OF PRODUCTION ENTITY] ("Producer") and _____ ("Licensor").

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. This Agreement is entered into with respect to the musical composition entitled "_____" (the "Composition"), with respect to that certain motion picture currently entitled [TITLE OF PICTURE] (the "Picture").

2. Licensor hereby grants to Producer and its successors, licensees and assigns, the non-exclusive right to record the Composition in any manner, medium, form or language, in each country of the Territory (as defined below) in synchronization with the Picture, and to make copies of such recordings in connection with the exploitation of the Picture.

3. Licensor also hereby grants to Producer and its successors, licensees and assigns, the non-exclusive and irrevocable right and license, in perpetuity, to publicly perform for profit or non-profit, and to authorize others to so perform, the Composition as part of the exhibition or other exploitation of the Picture, and in any and all advertising or other publicity for the Picture, in the Territory, in any and all media now known or hereafter devised, including, without limitation, theatrical exhibition, television exhibition (including, without limitation, free, pay, cable, satellite television), by means of videodiscs or any other form of data storage device, and via online, internet and streaming transmission by any means whatsoever.

4. Licensor also grants to Producer the perpetual, non-exclusive right to use and to license others to use Licensor's name in connection with Producer's exploitation of the Picture.

5. The territory covered by this Agreement (the "Territory") is the entire universe.

6. As full and complete consideration for the rights granted to Producer hereunder, Producer shall pay to Licensor the sum of $_____ payable upon Licensor's execution hereof.

7. Licensor represents and warrants that Licensor has the full right, power and authority to enter into this Agreement and to grant the rights agreed to be granted hereunder. Licensor hereby agrees to defend, indemnify and hold harmless Producer, its successors, licensees and assigns from and against any and all claims, liabilities, damages, costs or expenses (including, without limitation, reasonable attorneys' fees) arising from any breach by Licensor of any representation, warranty, covenant or agreement made by Licensor hereunder.

8. This Agreement does not authorize or permit any use of the Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of the Composition, to use the title of the Composition or any simulation thereof as the title or subtitle of the Picture or any other work, to use the story of the Composition, or to make any other use of the Composition not expressly authorized hereunder. Licensor reserves exclusively to itself and its successors, licensees and assigns, all rights and uses in and to the Composition, whether now or hereafter known or in existence, except the limited use expressly licensed hereunder. By way of illustration and not of limitation, the following rights are specifically reserved to Licensor for Licensor's own use, and may not be exercised by Producer:

(a) All rights of reproduction or use of the Composition on compact discs and any other types of sound reproduction, whether now or hereafter known or in existence. Without limiting the generality of the foregoing, Producer shall not have the right to include or authorize the use of the Composition or any portion thereof in any compact disc of the soundtrack of the Picture.

(b) The right to use the Composition in other motion pictures or other television programs.

(Continued)

9. Producer shall accord Licensor screen credit, substantially as set forth below, with respect to the Composition, on the negative and all positive prints of the Picture, as follows:

"_____"

Performed by_____

Composed by_____

The foregoing credits shall be in such size and placement as is customarily accorded musical groups receiving screen credit.

Producer will use good faith efforts to require compliance with the foregoing credit requirements in all agreements for the distribution, exhibition, or other exploitation of the Picture, to assure that proper credit has been accorded to Licensor; provided, however, that any casual or inadvertent failure of any third party to comply with the foregoing credit provisions shall not constitute a breach of this Agreement by Producer.

10. In the event of any breach of this Agreement by Producer, Licensor's sole remedy shall be the recovery of money damages, and Licensor shall not have the right to terminate or rescind this Agreement or to enjoin or restrain the use of or the exhibition, distribution, advertising or exploitation of the Picture.

11. Nothing contained herein shall in any way obligate Producer to use the Composition, or to produce, release, distribute, exhibit or otherwise exploit the Picture. Producer shall be deemed to have fully satisfied its obligations hereunder by paying to Licensor the compensation payable pursuant to the terms hereof.

12. This Agreement is binding upon and shall inure to the benefit of the parties' respective successors and assigns. Producer may assign this Agreement, in whole or in part, at any time to any party as Producer may determine in its sole discretion.

13. This Agreement contains the entire understanding of the parties relating to the subject matter hereof and supersedes any prior understanding or agreements of the parties. This Agreement may not be modified or amended except in writing signed by the parties to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the day and year first written above.

“Producer”

By:_____
Its:

"Licensor"

By:_____
Its:

_____

_____
Address

_____
Phone No.

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Chapter 27

New Media

INTRODUCTION

I'm not proud of the fact that I've always been pretty far behind the times when it comes to computers, the Internet and anything technical. I learn what I need to, and don't do much exploring beyond that point. I only recently signed up to be part of a social networking site (and am rarely on it as it is), have never downloaded a film or video off of the Internet, have never played a video game, have never voted for a dance team or performer competing on a TV show and had never been to a virtual reality site (until I started doing research for this chapter). I was vaguely familiar with the concepts of new media and multiplatform media, because I had to provide an overview in my other book and was able to interview a couple of friends who know a lot on the topic. I attended a Producer's Guild seminar last year and have read some articles. But I had no idea just how vast my lack of knowledge extended until I really started concentrating on this topic. What I've been discovering has been pretty amazing, and this chapter only represents the tip of the iceberg – a mere summary of what's out there. I'm not sure where I've been while all of this has been evolving – under a rock maybe? What it does makes me think of is my sister-in-law Susie when she was learning how to use a computer years ago. I was showing her how to do something (one of the few times that I could teach someone else how to do something on a computer), and as a way to express her amazement at what the computer could do, she looked at me and said: "How does that little guy in there know how to do all of that?" I feel the same way about what I'm calling *newer* media. I'm not quite sure know how it all happens, but I'm pretty impressed.

WHAT IS NEW MEDIA?

In the previous edition of this book, I had a page-and-a-half chapter entitled "Interactive," which is now utterly outdated and inadequate. New media, transmedia, multiplatform media, cross-platform media, convergent media, consumer-generated content – any and all of these relevant terms represent a technology-driven field that's been around for a while but is now exploding in new directions every day as far as imaginations and technology will take it. It has produced an entire shift in the way we tell stories, entertain, reach consumers and deliver content.

New media has been defined as the use of digital technology as a means of telling and distributing stories and information. That makes sense but hardly seems sufficient for a medium that has turned our industry upside down and produced new studio and network divisions, separate new studios, production companies, producers and agents; new cutting-edge websites; new forms of social and interactive networking; new approaches to advertising and brand integration; a new level of interactive television; revolutionary new games; new avenues for distribution and exhibition – and entire new worlds (albeit virtual worlds).

Platforms are the ways in which we deliver content, which include theatrical features; television; interactive television; mobile devices; the Internet; toys; books; computers console, handheld, mobile and online games and amusement park rides. Each platform has its own language, culture, methods, limitations and objectives, but what they all have in common is the goal of drawing consumers into a good story, eager to jump ahead to the next part of the story. Transmedia or cross-platform producers understand what makes each platform distinct and how a story works best for each – creating a unique experience at every point in the narrative.

We're living in an on-demand society with community-based audiences that wants to create and participate in their own entertainment. By combining social networks with virtual environments, individuals can now become part of a story, play out their fantasies, enter fictional universes and connect to like-minded people throughout the world.

Although it's true that many of the shows we watch on TV and the films we see in theatres can be downloaded and viewed on a computer or cell phone, transmedia (also referred to as cross-platform media) is a term used to describe the way in which an original narrative can progressively be told across multiple platforms, where each part contributes a significant piece of the overall story – allowing fans to get involved and sometimes even participate in the outcome. It also relates to a film or TV show whose storylines (often subplots) continue on other

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platforms, such as interactive websites and video games. TV shows like *Heroes*, *Lost*, *Law & Order: Criminal Intent* and *CSI* and film franchises such as *Star Wars, The Dark Knight* and *The Matrix* are prime examples and also represent what many refer to as convergent media – the fusing of multiple media technologies.

Unlike more traditional media that we pay for, much of new media is free and keeps consumers coming back for more, because it's instantaneous and shared. The fact that digital content can travel from one platform to another (although not all content shot digitally is suitable for all platforms), gives writers, producers and directors innovative new ways to relate ideas and tell stories. And those who succeed possess a fundamental understanding of what people want, how to create the content and which platforms to distribute it on.

People still watch television and go to the movies, but they now have more entertainment choices than ever before, and consumption habits are changing. Young people and family audiences in particular are creating an increasing demand for content across multiple platforms, many of whom prefer their entertainment mobile and easily accessible. Although movies that appeal to broad audiences are still being made, the growing trend is to make films that appeal to niche audiences that can be shared and appreciated by a community of individuals who are connected online.

Whether it's using digital technologies to tell stories, educate or market and sell, the jobs in this field involve: new media/digital producing, creating program content, visual effects and animation, (for the Internet and mobile devices), interface design and computer programming. For those interested in marketing, new media is a powerful tool in the advertising and launching of new films, products, businesses and causes. Carolyn Miller, author of *Digital Storytelling: A Creative Guide to Interactive Entertainment* (Focal Press) says that this is a creative and fun industry for writers. When I asked her about writing jobs in this field, she used the Internet as just one example, pointing out that writers are needed for story-based serials, games, animated stories, journalistic outlets, online magazines and promotional purposes. She explains that when you write for new media, whether it's for a video game, the Internet or other platforms, you're developing characters, writing dialogue and dealing with story structure and plot points in just the same way you would for more traditional venues, though some new skills are also involved. She said some writers take on the larger task of becoming content designers (or "info architects" as they're often referred to in informational or training projects), and are involved with the overall thrust of a project, while others may just be hired to write chunks of text, dialogue or clues. She said writers are needed to write for all forms of new media.

CROSS-PLATFORMS

A few years back I was up for a job working on what I thought of at the time as a multimedia project. I had hoped that this would be my foray into the world of merging medias and new technologies, but unfortunately, the job and I weren't destined to be. It was, however, my first introduction to a cross-platform project, and I still find it fascinating.

The project centered around the adventures of two young men as they traveled to seven different cities, cultivating the art of seducing women. It was shot like a reality show for a multiple-episode web series. A blog was created so that people could write in and comment on the exploits of these two guys. At the same time, they were also popping up on YouTube spots and on MySpace comment boards. The interaction from their fans shaped the content of future episodes, and the journey itself created a movement among a like-minded audience. While all of this was taking place, a companion online game was developed. This was a project fueled by a motion picture marketing strategy that promoted the webisodes, the blog, the game – and ultimately a product (deodorant) that had been integrated into the storyline and promotional campaigns. This wasn't just a matter of cross-platforms; it was also a cross-promotional opportunity, operated by a team comprised of a showrunner, a digital producer, an art department, a road crew of 15, two editorial teams, an assortment of account executives, a publicity group and a game company. And it was extremely successful.

Another good example of transmedia, or cross-platforming, stems from popular TV programming. Using back stories and subplots, storylines are continuing in the form of interactive websites, webisodes (content produced specifically for the Internet) and mobisodes (content produced for hand-held, mobile devices). You can go to www.nbc.com/heroes/evolutions/ for an online extension of the imaginary universe of the series *Heroes* or to abc.go.com/shows/desperate-housewives/interactive-tour to visit the *Desperate Housewives* in their homes on Wisteria Lane. There are several series-based sites that offer companion web content such as blogs, behind-the-scenes show information, show trivia, games, puzzles and contests. You can become part of a community and connect with other fans via message boards, text your favorite characters – stay involved online, off line and/or via cell phone.

The same holds true for feature films. Take the film *The Matrix*: beyond its three feature films, the franchise produced a series of comic books – online and in print, a series of anime movies and a video game. And *Star Wars* hits the bonanza with what's been described as a sprawling narrative tapestry offering six feature films, a web-based series called *The Clone Wars*, games, DVDs, apparel, other merchandise, fan-based communities, blogs, books, crafts, collectibles, conventions and more.

Even content created solely for the Internet, like the sci-fi web series *Afterworld* (www.afterworld.tv) is relying on other platforms and the interactivity of its fans. Another project I found that clearly epitomizes the power of multiplatforms and interactivity is called *Live Music*. It was the brainchild of Hollywood veteran Yair Landau, whose company Mass Animation has a website that enlists animators from around the world, and Intel, who sponsored the launch of a Facebook page where animators were able to access a collaboration application built on the platform and work together to create a five-minute animated short. Amateur animators from 101 countries signed up for the group experiment, and Facebook users voted on their favorites. The completed short was released in November of 2009 by TriStar Pictures (along with the animated adventure comedy *Planet 51*) and represents more than 50,000 people who signed up for the group experiment that's being called the largest global collaboration in animation.

STUDIOS AND NETWORKS

The entire entertainment industry has been shifting to accommodate new media. Many studios and networks have New Media divisions; new studios and production companies have been formed to create digital, multiplatform content; new media producers and online units have become part of existing crews and unions and guilds have created new regulations and contracts governing their members' involvement in the medium (although it seems that there are still a lot of kinks to be ironed out, and negotiations will continue to be debated in conjunction with future bargaining agreements). You'll also find top agencies putting their packaging skills to use in new media, developing consulting businesses with major brands on digital opportunities and finding new ways to fuse tech companies with Hollywood.

There aren't a whole lot of standards yet, as everyone is still feeling their way, but they're coming. What hasn't changed, though, is that intellectual properties still have to be protected, and ownership, rights and reuse issues still have to be addressed and secured.

All of the major networks have interactive websites where you can get more information on any number of topics or stories discussed on one of their programs, download full episodes (that have already been aired) onto your computer or mobile device, watch trailers, join message boards and comment on shows, see photos taken from your favorite shows, view video clips and behind-the-scenes footage, play games, enter contests, shop for show-related merchandise, listen to music that was played on a particular show and be directed to specific series' websites (for even more menu selections).

CBS, in addition to their regular website, has a separate interactive site called CNET that incorporates news, technology, business, sports and entertainment. At cbs.com/socialroom, you'll find an interactive site that allows groups of viewers to watch and interact collectively while watching streaming TV content. Called social viewing rooms, the service combines elements of a chat room, video conferencing and standard live streaming to give fans a more communal experience when watching the network's content online. It's the next-generation social media platform that lets users engage with each other and the content they're watching. A group of friends will be able to join a virtual room to watch a synchronized playback of popular programs while chatting, taking polls, quizzes and even throwing animated tomatoes and kisses at the screen.

The studios have joined the band wagon as well, each with their own interactive websites and updated distribution and marketing models. Warner Brothers, for instance, has worked out a deal to distribute their product through branded channels on Dailymotion, Joost, TiVo and other major sites. And Warner Bros. International Television Distribution entered the new media landscape with the formation of a branded services division that will operate Warner TV channels around the world on an array of platforms.

Sony Pictures Entertainment created Crackle (www.crackle.com), a multiplatform next-generation video entertainment network that distributes digital content, including original short form series and full-length traditional programming from Sony's vast library of television series and feature films. Crackle reaches a global audience through its online and mobile distribution network.

Disney has incredibly impressive interactive websites, but if you've got children, check out disney.go.com/disneyinteractivestudios/ in particular. It's pretty remarkable. The site offers a large variety of games – videos and downloads. It allows users to create their own drawings and comics; create their own webpage; visit and learn more about Disney characters; create greeting cards and calendars; listen to Radio Disney; view backstage video clips; buy Disney products and merchandise; take advantage of tips on crafts, recipes and family activities. They have games and activities for preschoolers and much more. Disney has also created something called DGamer, which is an online community that uses the built-in Wi-Fi capabilities of the Nintendo DS ™ to allow players to connect with other Disney gamers across North America.

The previous few examples are just the tip of the iceberg. All of the studios are creating digital content to lure audiences to their feature films via interactive and social networking sites, message boards, games, etc.

With the growing gravitation toward broadband content, several former top motion picture and TV executives,

agencies and production entities have switched gears to create new broadband studios. Their combined experience encompass the fields of film, television, digital media, technology and advertising. One such studio is 60Frames Entertainment (www.60frames.com), which is creating and distributing original entertainment, spanning every platform, all genres and all audiences. Another is Generate (generatela.com), which created a studio production arm that develops original content, a management division that nurtures talent and a branded entertainment division. There's Vuguru (www.vuguru.com), which produces and distributes story-driven content for current and emerging new media platforms. And there's a studio called Worldwide Biggies (wwbiggies.com), a digital entertainment studio that's creating properties for young adults and families. They design properties, launch on the web and live on multiple media platforms — online, TV, film, mobile and consumer products.

NEW MEDIA PRODUCERS, STUDIOS AND PRODUCTION COMPANIES

Savvy new media producers grasp the technology and understand the narrative. They know how to tell a story in five or ten minutes, respect each platform and realize that producing a viable image for a three-inch monitor is different that producing one for a widescreen TV or theatre screen. Also valuable to this medium are writing, live action, animation and marketing skills.

Depending on the project, new media producers and their crews must have the expertise to budget, schedule, coordinate and supervise animators, artists, technicians, live film or video production, editors and a generally intensive post production process. It's the responsibility of the project manager to make sure that all graphic and live action elements are interfaced properly and work well together. Software programmers also play a role in the development of these projects, as codes (or labels) must be written for each element (or "asset") integrated into the program – every sound, action, effect, piece of animation, piece of text, every button, etc. These assets create thousands of files and the need for asset management. As the field expands, so does the number of people qualified to oversee the medium.

What all projects have in common is the need to start with a good story and script, cast actors, hire a crew, rent equipment, props, wardrobe, etc. When you get to certain projects, however, production guidelines have to fit that specific platform. Shooting mobisodes, for instance, requires brighter lighting. Night shots don't work; neither do wide angles, and small details get lost. But close-ups are good and so is shooting at slower speeds to avoid a stuttering effect. It's also vital to avoid crowding the soundtrack with unnecessary noises that could confuse viewers listening through an earpiece.

When shooting live action sequences to be cut into video or online games or when shooting webisodes and mobisodes that are offshoots of other series or films, it's important to match the lighting, the look and the shooting style of the original material as much as possible.

Existing TV series will often hire new media producers during pre-production or principal photography, so they can simultaneously create digital content to further the series on other platforms using the show's existing sets, actors and writers. They work with traditional production staff and crews during pre-production by collecting content ideas before deciding on which distribution platforms to utilize. During production, they shoot additional footage – source material for the web, games, mobile devices, etc. During post production, they create original edited material and extract exclusive pieces from main unit footage. To start the buzz, they reach out and start engaging targeted audiences. The completed content is then distributed.

A couple of new production companies that specialize in original broadband content include Big Fantastic (www.bigfantastic.com), and Electric Farm Entertainment (ef-ent.com), producers of the popular sci-fi web series *Afterworld*.

GAMES

Games – whether console, handheld, mobile or online – are another form of interactive storytelling. Although there have been games that have been made into movies, there are a lot of games that have the look and feel of a movie. More and more, computer-generated characters and sequences are being replaced by live-action sequences directed by feature and TV directors and shot by professional production crews. The new generation of games not only blur the line between what's real and what isn't, but game makers keep striving to create the most all-encompassing, complete experience possible.

They call it *immersive* – creating an environment that envelops players, transporting all but their physical bodies to other worlds. There are games that utilize headsets (called *neuro*-headsets) that translate brainwave signals and analyze a player's facial expressions that affect gameplay in real time. Along the same lines, Nintendo created a device called the Wii Vitality Sensor that clips onto players' index fingers and reads their pulse into the game.

More than ever, you can choose which way you want the story to go. And there are games for every demographic – even preschoolers. Playing and learning at the same time, they can create and interact with their own cartoon characters.

SPECIAL VENUES

Further applications for new media can readily be found in amusement and theme park rides, IMAX film presentations, motion simulator experiences, interactive museum exhibits and planetarium shows – special venue products – themed entertainment that creates real-time audience interactivity while evoking a story.

People have been going to theatres and on amusement park rides for a very long time, but when was the last time your in-theatre experience or amusement park ride included seats that moved, sprayed water, buzzed or tickled your legs? And have you ever sat in a FullDome theatre? FullDome is an immersive dome-based video projection system that's filled with interactive or pre-rendered computer animation, live capture images or composited environments. What began in planetariums has now expanded to other markets such as flight simulation and virtual reality environments.

Creating special venue entertainment involves the marriage of hardware and software, the encoding of media, onsite video and audio mixing and the merging of a special projection system with in-theatre special effects. It's a fairly new medium that takes the collaboration and skills of many and is best served when supervised by a new media producer.

As technology evolves, so expands the experiences that can be produced for these special venues.

INTERACTIVE TV

The amount of interactivity between television and its audience continues to grow by colossal leaps and bounds, and viewers can continue to watch TV shows passively or choose to become active participants in the shows' content. For a while now, convergence technology has made it possible to vote for your favorite performers by texting or calling from your cell phone; play along while watching *Jeopardy* and *Wheel of Fortune* and join in on Internet chats with other fans of your favorite shows. You can admire an outfit worn by a series regular one night and be able to order that outfit for yourself online the next morning. You can even order a pizza via your TiVo. This may all be routine to you, but it boggles my mind.

On some television shows in which the audience can vote on a winner or outcome, the voting is tallied after the completion of the show and announced on the following episode. The interactivity of other programs offers real-time consequences as viewers' input becomes part of the show or shapes the outcome of the story. Whether the interactivity is done through the television, Internet, telephone or a mobile device – it's another level of entertainment that creates a shared communal experience.

Newer levels of interactivity are now being offered by cable companies through set-top boxes that not only supply *movies-on-demand*, but also provide what's being called Enhanced TV. This two-way network is the integration of web-enabled TV widgets (small, self-contained computer programs) into television programs, which translates a viewer's actions and would typically be operated by using a remote control. Cablevision has created an interactive TV application using a virtual keypad, and Comcast is working with Panasonic to deliver interactive capabilities (without a set-top box) they call "Tru2way". Programs have used a custom version of Skype to broadcast two-way video calls from viewers, and other new interactive elements are continually being introduced – creating endless possibilities for new forms of interactive programming.

To keep up on the latest on the world of interactive TV, check out the Interactive TV Alliance on the web at www.itvalliance.org.

MARKETING IN THE DIGITAL AGE

Just having a good idea, a product, a film, a web series to sell isn't enough. It's not like the compelling message Kevin Costner received in *Field of Dreams* that told him, "If you build it, they will come." And you can no longer market a product solely by transmitting a common message, because our society is too fragmented, and people are all looking at different things – using a variety of venues for their news, gossip, information and entertainment. So the questions then become: How do you surround an idea or product? How do you ignite the fuse that starts a conversation? Exactly where are you going to find your target audience? How are you going to develop a relationship with fans? How are you going to invite fans to participate?

The journey begins with the merging of technology and advertising and the integration of brands and content, and where it leads is to a community of like-minded individuals who are going to become the loyal fan base/customers you need. Whatever niche your product or show falls into, there's a good probability that the ideal audience is already out there. How do you find them? You do that by targeting social networking groups, initiating online dialogues on blogs and message boards, running teaser videos and creating links that will lead them to your website – and the sooner the better – even before a show has aired or a product has been launched. Involving an audience early on helps create a buzz and build momentum, it gets the idea/product/content out there and gives you feedback, so you can fine tune your concept. Posting a film trailer on YouTube is the perfect example. It's a selling tool, it helps to identify your audience, and it's like

having your own personal focus group. It also affords you the opportunity to mold new content around the audience, giving them even more reason to stay involved and spread the word. It's a valuable resource you can take to the bank.

I found a couple of good examples of specific venues that target very distinct audiences – one for men and the other for women. For men, there's Heavy.com (www.heavy.com), one of the web's leading entertainment brands for men and the Heavy Men's Network, a distribution network reaching men worldwide through music, urban lifestyle, gaming and comedy. And then there's iVillage, Inc. (www.ivillage.com), a subsidiary of NBC Universal, Inc., dedicated exclusively to connecting women at every stage of their lives. They offer a community infused with content from experts on health, parenting, pregnancy, beauty, style, fitness, relationships, food and entertainment. The site's interactive features include thousands of message boards and a wide variety of social networking tools, allowing women around the world to connect, share ideas, and seek advice.

Whether it's promoting a new show or film, a video game or web series or a product or brand – new digital avenues are revolutionizing the way advertisers utilize entertainment to reach and engage customers.

WHERE TO GO FOR MORE

The technology shaping all forms of new media is continually changing, so to stay on top of it, check out some of the websites listed below and keep an eye out for the many articles appearing in the trade papers. There are courses, conferences and seminars being offered throughout the United States, and colleges and universities are giving classes in producing videos for the Internet and mobile devices. The information is out there, and it's abundant. A couple of books you might want to take a look at are: *Digital Storytelling*: *A Creative Guide to Interactive Entertainment* by Carolyn Miller and *Managing Electronic Media: Making, Marketing and Moving Digital Content* by Joan Van Tassel and Lisa Poe-Howfield (both by Focal Press).

A LITTLE TERMINOLOGY

Advergame A video game that in some way contains an advertisement for a product, service or company. Some advergames are created by a company for the purpose of promoting the company itself or one of its products, and the game may be distributed freely as a marketing tool. Other times, it can be a regular popular video game which may be sponsored by a company and include advertisements within the game.

Alternate reality game (ARG) An interactive narrative that uses the real world as a platform, often involving multiple media and game elements to tell a story that may be affected by a participant's actions.

Avatar A computer user's representation of him or herself or an alter ego. It could take the form of a three-dimensional model used in computer games or a two-dimensional icon used on Internet forums and other communities. It can also refer to the personality connected with the screen name of an Internet user.

Bandwidth A data transmission rate – the maximum amount of information (bits per second) that can be transmitted along a communications channel within a given amount of time.

DTV Direct to video

Immersive The 3D interactive computer-generated environment that surrounds video game players – an artificial world users becomes absorbed (immersed) in.

iTV Interactive TV

Real time The actual time at which an event or process occurs.

Smart Toy A toy that effectively has its own intelligence by virtue of its built-in electronics.

Video Blog An online diary or personal log of thoughts published on a web page. Entries can be recorded in one take or cut or cut into multiple parts – sometimes creating a series. They reveal an intimate look into a character's life, whether that person is real or fictitious. (In June 2006, the interactive video diaries of a 16-year old girl named Bree started showing up on YouTube. Her user name was lonelygirl15, and her video blogs became massively popular – receiving hundreds of thousands of hits. It wasn't until September 2006 that the show was revealed to be a hoax and Bree a fictitious character. The web series did continue, however, evolving into a multicharacter show featuring both video blogs and action sequences and a complex storyline. It ended on August 1, 2008.)

Viral video Programming that begins its life on the web and gains popularity through the process of Internet sharing.

Virtual world A computer-based simulated environment intended for its users to inhabit and interact via avatars. Some, but not all, virtual worlds allow for multiple users. The two I've recently discovered are *Second Life* and *There* (see website resources ahead for URLs).

VOD Video-on-demand

WEBSITE RESOURCES

As Seen on TV: www.seenon.com. Order products, clothing and accessories as seen on your favorite TV shows.

CBS.com Social Room: www.cbs.com/socialroom. An interactive site that allows groups of viewers to watch and interact collectively with streaming TV content, and even throwing animated objects such as tomatoes and kisses at the screen.

CNET: www.cnet. CBS's interactive unit – a suite of lifestyle brands in key categories. Read the latest news and reviews, watch videos, listen to podcasts, download software, mobile applications and games, post opinions about technology and consumer electronics.

Crackle: crackle.com. Download movies, television shows and original series.

Dailymotion: www.dailymotion.com. Find or upload videos pertaining to your interests and hobbies, and get feedback on your own creative work.

Digital Entertainment Content Ecosystem: www.decellc.com. A consortium of the largest media and technology companies that has come up with a system that will allow video purchased at any outlet to be played on any device worldwide.

Disney Interactive Studios: http://disney.go.com/disneyinteractivestudios. For kids of all ages.

Entertainment Technology Center @ USC: www.etcenter.org. The ETC brings together senior executives from the entertainment, consumer electronics, technology, and services industries to discuss topics related to the creation, distribution, and consumption of entertainment content.

Gamasutra: www.gamasutra.com. The art and business of making games.

Hulu: www.hulu.com. Download episodes of TV shows, experimental projects (share your feedback while they're still in development), trailers, games, etc.

IMERSA: www.imersa.org. An international professional association advancing the art, science, profile, integrity and common interests of large-format digital immersive media and group interactive entertainment and cultural experiences including (but not limited to) immersive digital theaters and digital dome (FullDome) planetariums.

iTunes: www.iTunes.com. Play, buy and sync your music and movies with your iPod, iPhone and Apple TV.

Jaman: www.jaman.com. Watch movies – also rate and review movies, chat on forums, invite friends and share movie lists.

Joost: www.joost.com. Watch videos, TV, movies and more. You can search by title or category – or you can find suggestions from other people on Joost.

Metacafe: www.metacafe.com. An independent online video site, Metacafe makes it easy to find videos from your favorite content creators and help you discover new ones.

New Media Consortium: www.nmc.org. NMC is an international nonprofit consortium of learning-focused organizations dedicated to the exploration and use of new media and new technologies. For more than 15 years, the consortium and its members have dedicated themselves to exploring and developing potential applications of emerging technologies for learning, research, and creative inquiry.

Second Life: secondlife.com. An online 3D virtual world imagined and designed by you.

Sling Media: www.slingmedia.com. Sling Media, Inc. is a consumer electronics company that created the Emmy award-winning Slingbox™, which turns any Internet-connected PC or laptop, Mac or smartphone into your home television, so you can watch TV virtually anywhere in the world.

Smart TV & Sound Magazine: www.smarttvandsound.com. This magazine's aims are to educate people about technologies and products for the home entertainment network.

SyncTV: www.synctv.com. When you subscribe to a SyncTV channel, you're free to access that channel from any device, anywhere, anytime. SyncTV works on TVs, and SyncTV Desktop is an app for Windows, Mac and Linux that lets you download your TV shows to your laptop and take them with you.

TED: www.ted.com. TED is a small nonprofit that started out as a conference bringing together people from the worlds of Technology, Entertainment and Design. Since then, its scope has become ever broader. Along with the annual TED Conference in Long Beach, California, and the TEDGlobal Conference in Oxford UK, TED includes the award-winning TEDTalks video site and several community programs worldwide.

Themed Entertainment Association: www.themeit.com. TEA is a nonprofit organization dedicated to connecting organizations that are seeking to engage and educate their guests and visitors with themed entertainment. Members have produced highly successful experience-based museum exhibits, science center interactives, corporate visitor centers, live events and live performance venues, themed entertainment and retail centers, casinos and resorts, themed restaurants, aquariums, zoos, heritage centers, theme parks and more.

There: www.There.com. A virtual world where you can use voice and talk like you really talk – whisper, chuckle, sneeze or laugh. There's Voice lets you say what you really want to say.

Veoh: www.veoh.com. A popular video portal where you can access tens of millions of videos from major content publishers, other video sites like YouTube and Hulu, as well as thousands of independent filmmakers and content producers. The Veoh Video Compass™ is their browser add-on that instantly generates relevant online video recommendations as you visit some of the most popular sites on the web. Veoh is available on the iPhone and the iPod Touch, and the Veoh Web Player is a downloadable application that allows you to watch full-length videos directly in your browser.

Vudu: www.vudu.com. A HD on-demand movie service

Vuguru: www.vuguru.com. A new media studio that produces and distributes story-driven content for current and emerging new media platforms.

Wired magazine and Wired.com: www.wired.com. *Wired* and Wired.com are dedicated to reporting on the technology that's changing the world.

YouTube: www.youtube.com. Watch videos, webisodes and TV shows from the YouTube website, your phone, your website or social network page or your TV.

CONFERENCES

Here are just a few:

- Game Developers Conference: www.gdcconf.com. This is the world's largest professionals-only game industry event. Presented every spring in San Francisco, it's a forum for learning, inspiration, and networking for the creators of computer, console, handheld, mobile and online games.
- SIGGRAPH: www.siggraph.org. The SIGGRAPH conference focuses on: research, science, art, animation, gaming, interactivity, education and the web from around the globe. This conference and exhibition is a five-day, fluid, interdisciplinary educational experience including a three-day exhibition that attracts hundreds of exhibitors from around the world. SIGGRAPH is widely recognized as the most prestigious forum for the publication of computer graphics research. In addition to SIGGRAPH's leading-edge technical program, the conference's installations provide close-up views of the latest in digital art, emerging technologies and hands-on opportunities for creative collaboration. Additionally, the conference is home to the international SIGGRAPH Computer Animation Festival, showcasing works from the world's most innovative and accomplished digital film and video creators.
- 3D Entertainment Summit: www.3d-summit.com. This two-day conference enables attendees to engage, debate and define the latest developments in the 3D marketplace.

FINAL THOUGHTS

I'd like to end this chapter with some thoughts from my friend, Tim Tennant, a new media pioneer, who has this to say on the topic: *"Today is different than yesterday, and will continue to be so. Flexibility and Cheaper are the new mantras. Good and Great will always win over technology delivery. The key insight is that when consumers use computers, cell phones, PDAs, etc., they're consuming media in short bites that they choose. Knowing this allows new media content to be designed in exciting new ways that enable the consumer to take a journey with the creative content creator. Smart creatives will learn to use the medium to telegraph and punctuate storytelling in ways that allow deeper engagement with stories."*

For their help with this chapter, I'd like to acknowledge Tim Tennant, Eric Mofford and Carolyn Miller.

Chapter 28

Commercial Production

INTRODUCTION

Similar to television and feature production in many ways, commercial production is very much a world onto itself. Though there are individuals who have the ability to jump back and forth between the two realms, many choose to build their entire careers within this fast-moving industry. Production schedules are much shorter, crews are smaller and salaries are generally higher. Much of the paperwork is different and studios and networks are replaced by advertising agencies and clients. Because of these differences and the fact that this industry is such big business throughout the world, I thought it was important to include a chapter outlining the basics of commercial production.

Because my experience in commercials is limited to one month of working on Kentucky Fried Chicken commercials many years ago, I've had to rely on others to help me with this chapter. It originally came together with the help of my neighbor and friend, commercial producer Christine Evey. But as Christine has been working in another end of the business for a while now, she referred me to her friend Ali Brown (head of production for PRETTYBIRD, a Los Angeles–based commercial production company), who graciously agreed to take on the updates for me. Along with the revisions Ali sent me, she included a theoretical note that I'm keeping in her own words, because they speak to this field of production and how it's changing. Having gone through the usual career struggles while working in all mediums, Ali states:

"While commercials are often thought of as the least sexy compared to features and television – they're often very lucrative and well-funded, which can, with the right client, engender great creativity. It's a different challenge to tell a story in 30 seconds. However, now that commercial clients are not only wanting to produce traditional broadcast spots, but also web content as well as other deliverables, there's a resurgence in creativity as companies struggle to tell a story while balancing a reduction in what were once very inflated budget with a new found freedom in format and time. And it must be remembered that directors such as Spike Jonze, David Fincher, Michael Gondry, Wes Anderson and Spike Lee all enjoy very successful commercial careers."

A commercial starts with a client who hires an advertising agency to promote their product or service, and the agency decides to include at least one commercial spot as part of its advertising campaign.

DEVELOPING, BIDDING AND AWARDING

The following is a brief rundown of the process from inception to the beginning of pre-production:

- The agency's traffic department purchases air time for the commercial spot(s).
- The agency's creative director assigns creative teams, each composed of an art director and copywriter, to come up with concepts for the spot(s).
- An account executive is assigned to the project. This person becomes the primary liaison between the client and the agency.
- The creative teams meet with the client to pitch their concepts. Some ideas are rejected and others are developed further before one is finally chosen.
- An agency producer is assigned to the job, and he or she will confer with the art director and copywriter in narrowing down a selection of commercial production companies and directors who might be right for the this type of spot. Production companies can employ anywhere from three to over twenty different directors in some cases; some of the more successful commercial directors have their own production entities.
- Once commercials are approved by the client, the creative team(s) and agency producer confer regarding what type of director they're looking for, coming up with a potential list of those they're interested in.
- Also at this point, a pre-bid meeting typically occurs where a ballpark bid is shared with the client, estimating the budget that can be allotted to the project – inclusive of production costs, talent costs, post production costs and agency travel.
- The agency producer then contacts either the executive producer of the production company the selected directors are attached to, or the sales representative (covering their region) for the production company. Requests are then placed for the directors' demo reels.

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- The creative team(s) and agency producer review all the reels, narrowing it down to what they call the "short list."
- After director's availabilities are confirmed, scripts and storyboards are sent to the production companies/directors whose reels are liked in the hope that the directors will be interested in the project.
- If all parties are interested, the agency will then decide on which directors they want to "bid." Typically, three directors are invited to bid the job, but sometimes, the bid list can extend to five or six. In some instances, a director is "single bid" – usually if he or she is the incumbent on a project which has been successful in the past, or if the creative is particularly suited to one director's visual or technical style.
- A conference call is set up between the director and the agency creatives allowing the creatives to share their original concept with the director and to hear the director's approach on its execution. After this initial call, the director is asked to submit a written approach outlining in detail his or her specific take on the creative concept. Many times, visual references to locations, casting, lighting or overall tone are submitted along with the written approach to what's commonly referred to as a "director's treatment."
- Simultaneously to the creative approach being thought out, a production approach and budget is being determined as well. Once the initial conference call has been completed, the agency producer will send a bid package to the production company. This package typically consists of a schedule, final creative scripts and boards and bid specs (known as PIBS in the UK). The bid specs outline in detail who's expected to cover specific costs in the budget – what the agency will provide, what the production company should estimate for or a subcontractor (such as a post house) will be responsible for.
- An estimate is not only a line-by-line summary of costs (including sections for labor, pre-production expenses like casting and location scouting, location fees and associated costs, props and wardrobe, art department, equipment and film costs), but also an overall outline of how the production company plans to execute the job. Within the estimate, it's determined where the shoot will occur (whether on stage, location or both), how many days the shoot will last and how long each shoot day will be. On top of each estimated cost is a production fee, commonly referred to as a "mark-up." This number encompasses overhead costs as well as the production company fee. Because it's an average that provides for differentials of profit and overhead throughout the job, the bid form is designed for use with a constant number in marking-up all line items of the bid.
- Typically, the director's treatment and bid are submitted simultaneously to the agency producer. The agency producer shares the treatment with the creative team, so they can determine their *creative recommend*, while the agency producer and business manager review the bid. (A creative recommend is the director that the agency feels, based on the treatment and conference call discussion, has creatively offered the best approach for bringing his or her concept to life. At times, it's the person they feel has most closely understood their vision; at other times, it's the person who they feel has offered the most unique perspective, or a twist they hadn't thought of. When presenting to their client, the agency will typically present the director they want to recommend creatively, and then try to make the financial aspect work, regardless of whether they had the lowest bid.) More conference calls ensue and bids are sent back and forth for budget clarifications. Recently, it's become common for the bid to be submitted to a third-party cost consultant, typically hired by the client. This cost consultant goes through the bid line by line in an attempt to bring the budget down based on what they feel are reasonable costs. Often times, up to 100 questions may be submitted back to the production company, asking them to explain the logic behind the dollar amount they've assigned to a particular line item. This can be a very tedious part of the process, and many would argue that it's an unnecessary one, as there are certain standards in the commercial industry that don't necessarily translate to a traditional corporate approach to business. However, as clients need to control spending and increase profits, it's becoming an increasingly common step.
- The bid specs will also indicate if this is a "cost plus" job or not. Cost plus is when the agency only pays for actual costs. This can apply to the overall budget or to specific line items – most frequently, pension and welfare costs on crew. If the entire job is cost plus, it works like this: production companies provide an estimate of costs based on the agreed upon specifications, and this estimate is submitted on a cost summary form. A fixed fee (a specific dollar amount) is then added to the total cost. When agreed upon, the combination of costs and fee becomes the contract price. At the conclusion of the job, the production company does a cost accounting, and the agency is billed for all actual direct costs plus the predetermined fixed fee. This way, additional costs for approved overages are added to the final payment, and if the job comes in under budget, the final payment is reduced by the amount saved. Even if the entire job isn't deemed cost plus, certain budget items (generally those where the cost of unknown factors cannot be anticipated in advance) can be negotiated as cost plus during the bidding process.
- Once the creative team decides which director will be their creative recommend, the agency producer must also see which company has offered the most

competitive bid. It used to be standard practice that the creative recommend would be awarded the job, but many clients are now also putting heavy emphasis on which company is offering the best value. Both of these factors are weighed heavily in determining which director will ultimately be selected. The advertising agency will meet with their client to discuss their recommended director, but ultimately, the client has the final say in which director is awarded the job.

- Once the job is officially awarded and the details of an approach have been agreed upon, the approved budget becomes the contract price for the job, barring a major change in specifications.
- The production company chooses a line producer to oversee the job, someone who receives the budget, script, storyboards and any other information pertinent to this job. (Line producers are typically freelancers, although some companies do have staff producers.) Once a job is awarded and handed over to the line producer, he or she will then assemble a production staff consisting of a production supervisor, production coordinator, a couple of production assistants and department keys. Unlike features, commercials don't use the term "production manager," as it's a union category. Instead, "production supervisor" is the term used, although the duties are similar.
- A casting director is hired, a location scout starts lining up potential location sites and the pre-production process has begun. Shooting crew sizes range from 35 to 75, depending on the complexity of the job.

THE PRE-PRODUCTION BOOK

One of the production coordinator's responsibilities is to assemble a pre-production book in time to pass out at the pre-production meeting. The book contains the following:

- A personnel list, including client, agency, production company, editorial, dailies and lab contacts
- A calendar that indicates prep activities (meetings, casting, fittings, scouts, etc.) and all pre-light, construction, shoot and strike days – also a general post schedule provided by the agency producer
- The script
- All storyboards
- The director's shot list, or, more commonly, shooting boards
- Wardrobe and art department references
- A cast (or talent) list, including photos of cast members
- Location information with maps
- A crew list
- A vendor list (or "production directory," as it is sometimes referred to)
- Anything else that is pertinent to the spot or location where it is shooting.

THE RELATIONSHIP BETWEEN THE CLIENT, THE AGENCY AND THE PRODUCTION COMPANY

The following diagram illustrates how the client, agency and production company (ideally) relate to each other. The arrows indicate the individual each person primarily looks to for information and support.

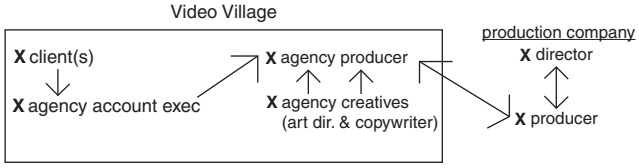


FIGURE 28.1

Video village is an area on the set where the client(s) and agency people view all on-camera activities from video monitors.

DIFFERENCES

There are certain aspects of commercial production that are the same and others that vary from those of long-form productions. Here are a few key areas to be aware of:

- Depending on the variables involved, prep schedules can range from five days to two weeks. The number of shoot days can range from one day to one month, and wrap is generally two to three days in duration.
- In addition to signing with the Association of Independent Commercial Producers, commercial companies sign specific commercial agreements with the DGA, the IA and the Teamsters. Though most companies produce union commercials, there are some that operate under nonunion arms as well.
- Although the production is responsible for casting, booking, fittings, issuing calls and making sure contracts are signed, it's the agency that signs with the Screen Actors Guild, not the production company. Sometimes, though, if an agency isn't SAG-signatory, the talent used will be nonunion, and the production company is often asked to assume those salaries in their budget.
- Every production must be covered by general liability insurance. Most production companies carry insurance coverage, but there are times when the client will have insurance they can provide, saving on production costs. Who's responsible for carrying the insurance varies on every job and is always confirmed prior to shooting.

- Any part of a visual effect that's handled practically in-camera becomes the responsibility of the production. Any CGI work or effects that are done in post are handled by the agency unless they've asked the production company to subcontract the post. Often this is done if the visual effects approach is intrinsically tied to the director's approach, or if it's a lower budget job, and the agency wants the production company to handle all aspects of the production to save on expenses.
- The production company pays for film processing and the development of dailies. Typically, the negative is then turned over to the agency; and the agency is responsible for the editing process. However, as stated earlier, on occasion the production company will handle the job through final finishing.
- Call sheets are much simpler than those used on theatrical or television productions (sample included at the end of the chapter), and with the addition of out times and pertinent notes relating to the day's shooting activities, the same general form is used in lieu of a production report.
- Unlike a feature, television or cable show, the production supervisor is responsible for tracking all costs. At the completion of wrap, he or she submits a complete financial accounting to the production company by way of a *wrap book* (see the following section). The payroll is handled by a payroll company, and the accountant's prime responsibility is to issue checks and audit the wrap book.

THE WRAP BOOK

A wrap book includes the following:

- Wrap notes, which give an overview of the job – how much film was shot, whether any accidents occurred, the current location of the negative along with shipping instructions, to whom wardrobe and props were dispersed and any other details that help create a one-page overview of the job.
- A final actualized budget showing the expenditures on the job as compared to the original estimate.
- A P.O. log and copy of every purchase order issued along with the backup invoices and receipts. The P.O. would look something like this:

PURCHASE ORDER LOG

JOB#:
JOB TITLE:
COMPANY NAME:

PO#	DATE	ISSUED TO	LINE#	AMOUNT	CHECK#

FIGURE 28.2

- A location check log, which looks something like this:

LOCATION CHECK LOG

JOB#:
JOB TITLE:
COMPANY NAME:

DATE	CK#	VENDOR	DESCRIPTION	LINE#	PO#	AMOUNT

FIGURE 28.3

- A payroll breakdown, which looks like this and include copies of all time cards, deal memos and kit rental forms behind it:

PAYROLL BREAKDOWN

JOB#:
JOB TITLE:
COMPANY NAME:

NAME		POSITION	LINE#	AMOUNT

FIGURE 28.4

- Petty cash reconciliations and copies of petty cash envelopes
- Talent contracts
- Location contracts
- Any additional information for insurance claims, accident reports or prop/wardrobe dispensation/inventories

The commercial industry in the United States is governed by the Association of Independent Commercial Producers, which focuses on the needs and interests of commercial production companies. Founded in 1972 by a small group of television commercial production companies, today's organization represents the interests of U.S. companies that specialize in producing commercials on various media – film, video, digital – for advertisers and agencies. AICP members account for 85 percent of all domestic commercials aired nationally, whether produced for traditional broadcast channels or nontraditional use. With national offices in New York and Los Angeles and regional offices across the country, the association serves as a strong collective voice for the $5 billion-plus commercial industry. If you would like further information on AICP guidelines, labor information, contracts and riders, seminars, payment schedules, grievance procedures or forms, visit their website at www.aicp.com.

Many thanks to Ali Brown and Christine Evey for their help with this chapter.

FORMS IN THIS CHAPTER

- Commercial Call Sheet

COMMERCIAL CALL SHEET

DATE: 8.21.XX DAY: 2 of 2	JOB TITLE(S): A DAY AT THE LAKE	JOB: JOB#:	CREW CALL: 7A SUNRISE: 6:30A SUNSET: 7:30P

CLIENT: CHIC SHADES SUNGLASSES

LOCATIONS: PARADISE BEACH (3 MI. NORTH OF MALIBU)

CREW PARKING: PUBLIC LOT @ SO. END OF BEACH

AGENCY: LIGHT & ASSOCIATES
555 SCHOOL ST.
SANTA MONICA, CA 90401
(310) 555-3117
Executive Producer: ELLIOT LIGHT
Producer: SARAH RHODES
Business Affairs Manager: BEVERLY FAIRFAX
Art Director: LAUREL COLFAX
Copywriter: DIANA LIGHT

PRODUCTION CO: XYZ PRODUCTIONS
1234 FLICK DR.
HOLLYWOOD, CA 90038

NEAREST HOSPITAL: LINCOLN MEMORIAL
9876-1ST ST. - L.A.

PRODUCTION PAGERS: 555-1002
555-1007

PRODUCTION CELL PHONES: 555-3337 + 3339

AGENCY CELL: 555-6000

CREW	NAME	PHONE	PAGER	IN	OUT
Director	SID CELLULOID	555-XXXX	XXX-XXXX	0/C	
Producer	SWIFTY DEALS	XXX-XXXX	XXX-XXXX	0/C	
1st AD	A. DEES	XXX-XXXX	XXX-XXXX	6:30	
Prod. Manager	FRED FILMER	XXX-XXXX		0/C	
Prod. Coordinator	C. COORDINATES	XXX-XXXX	XXX-XXXX	0/C	
D.P.	F. STOPP	XXX-XXXX	XXX-XXXX	7A	
1st Asst. Camera	L. LENSCAPP	XXX-XXXX		7A	
2nd Asst. Camera	PHIL M. CANN, JR	XXX-XXXX		7A	
Loader	MIKE MAGZINE	XXX-XXXX		7A	
Gaffer	SPARKY PLUG	XXX-XXXX	XXX-XXXX	7A	
Best Boy Elec.	CARY CURRENT	XXX-XXXX	XXX-XXXX	6:30A	
Electric	JERRY JUICER	XXX-XXXX		6:30A	
Electric	AARON ARCS	XXX-XXXX		6:30A	
Electric/Driver	MARK MUSCO	XXX-XXXX		6:30A	
Key Grip	C. STANDD	XXX-XXXX	XXX-XXXX	6:30A	
Best Boy Grip					
Grip					
Grip Driver					
Grip					
Script Supervisor					
VTR					
Make-Up					
Make-Up Assistant					
Wardrobe					
Wardrobe Assistant					
Production Designer					
Prop Master					
Set Decorator					
Prop Assistant					
Set Dresser					
Craft Service					
P.A.					
P.A.					
P.A.					
P.A.					
2nd AD					
Water Truck Driver					
Teacher					
Locations Manager					

EQUIPMENT	VENDOR	PHONE
ANIMALS	ANIMALS R US	XXX-XXXX
CAMERA		
CAMERA CAR		
CATERING	FREDERIC'S	XXX-XXXX
CASTING	DEE CASTOR CO.	XXX-XXXX
CONDORS		
CRAFT SERVICE		
CRANE	ABC CRANE CO.	XXX-XXXX
CELL PHONES		
DAILIES		
DOLLY		
DOLLY TRACK		
EDITORIAL		
ELECTRIC	RWH EQUIP. RENT	XXX-XXXX
EXPENDABLES		
EXTRAS CASTING		
GENERATOR	AL'S GENERATORS	XXX-XXXX
GRIP		
INSURANCE	NEAR NORTH	XXX-XXXX
LAB	CFI	XXX-XXXX
MESSENGER	USA EXPRESS	XXX-XXXX
MOTORCYCLE CAM. CAR		
MOTORHOMES		
PICTURE CARS		
PAYROLL SER.	PREMIERE	XXX-XXXX
PERMITS		
PROD. SUPPLIES		
RAW STOCK	WESTMAN FILM	XXX-XXXX
SETS		
VEHICLES		
VTR		
WALKIES	GABY'S	XXX-XXXX
WATER TRUCK		
WEATHER	WEATHER CHECK	XXX-XXXX
WORKERS COMP.		

COFFEE/DONUTS:
OF LUNCHES: 10

READY @: 6:30A
READY @: 1P

TALENT ROLE	TALENT NAME	PHONE	PAGER	IN	OUT
BOY ON BEACH	HOLLYWOOD MANN	XXX-XXXX	XXX-XXXX	6:30	
SEXY GIRL	SCARLET STARLET			6:30	
BOY W/ DOG	JON ADAMS			7A	

AGENT	PHONE	CONTACT
JOE COOL	XXX-XXXX	JOE
" "		
" "		

PRODUCTION SUMMARY	SOUND ROLL	FILM STOCK	STOCK#1:	STOCK#2:	STOCK#3:
CALL TIME		RECEIVED TODAY:			
1 ST SHOT		RECEIVED PREVIOUS:			
LUNCH		TOTAL EXPOSED TODAY:			
1 ST SHOT PM	SCENE NOS.	TOTAL EXPOSED TO DATE:			
2ND MEAL		TOTAL UNEXPOSED:			
CAMERA WRAP		S.E. TO DATE UNEXPOSED:			
PROD. WRAP		UNEXPOSED IN CANS:			

PRODUCTION NOTES:

Chapter 29

Wrap

INTRODUCTION

This chapter wouldn't have changed much from the previous edition if I hadn't experienced the other side of the fence last year. Your perspective certainly changes when instead of being the one to wrap a show – you're the one digging through someone else's wrap book, boxed assets and files trying to locate items needed for reshoots, promotional purposes, post production or archives – or when you're the one trying to find an elusive contract or piece of artwork from a show after everyone who worked on that show has long gone. It totally amazed me that there were boxes in storage that weren't labeled with the title of the show on them, let alone numbered. I had trouble grasping the reality of how incomplete some of the wrap books were, that items listed on inventories were nowhere to be found and that insurance claims no one knew existed were still coming in over a year after a show had wrapped. And there was one show that turned in hundreds of pieces of wardrobe that had never even been inventoried. I found that some productions had been impeccably wrapped, and others that had been hastily thrown together and literally dumped – making it incredibly difficult, time-consuming, expensive and frustrating for those whose responsibility it became to later find, pull, reshoot, sell and make sense of it all.

You can blame a poorly wrapped show on a budget that's too tight to sustain a longer wrap period or on staff and crew members who are in too much of a hurry to leave, but in reality, there should be no excuse for leaving a trail of headaches in your wake. As good as any one person may perform during the production, our final impression of that person is often based upon how professionally and thoroughly he or she has wrapped their last show.

Depending on what department you're in, wrapping a show and neatly tying up all the loose ends will range anywhere from a couple of days to three or four weeks (even longer on a bigger picture). Estimating how long it'll take will depend on factors such as your budget; the type of show you're doing; whether you're on a distant or foreign location (or not); applicable union and guild regulations; sets to be struck; practical locations to be repaired and restored; paperwork to be submitted; rentals to be returned; assets to be inventoried and stored or disposed of; hero set dressing, props and wardrobe to be pulled and set aside for re-shoots or inserts; insurance claims to be prepared and submitted and offices to be closed up.

For those of you working on a studio film or for an established independent production company, your production executive will, in all probability, give you specific instructions detailing how everything is to be wrapped and delivered, where assets are to be stored, what can be sold, and so forth. For those of you on your own, this chapter will guide you through the process.

The line producer and/or production manager, taking all variables into consideration, will usually prepare a staff and crew wrap schedule prior to the end of principal photography. Production managers, coordinators and accountants will generally take longer to wrap than other crew members, with two or three members of the accounting department the last to leave before turning their files over to a post production accountant.

RECOVERABLE ASSETS

Recoverable assets are the props, set dressing, costumes, office furniture and accessories, tools, equipment, electronics, expendables, etc. purchased specifically for a show. The accounting department will usually track the purchase of all assets worth over $50 or $100 and generate a list by department. Each department is responsible for checking this list against their inventory as well as identifying items on the list that have been lost or damaged. Some studios, in fact, will require the submission of a police report for lost items valued over a certain amount.

The disposition of recoverable assets will need to be determined well in advance of the last day of shooting. Most important is the identification of *hero* (or *key*) props, set dressing, costumes, picture vehicles and set pieces (individual items established on film) that could be used for additional photography, reshoots, inserts, sequels, promotional or archival purposes. Some assets (such as custom-made props, one-of-a-kind costumes or pricey jewelry) may have been tagged since pre-production – destined for a specific end destination.

As for all the nonhero and off-camera assets: if the company you're working for has its own storage facilities and/or has a practice of reusing and recycling, then it's just a question of accounting for what you have and

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knowing where to have it all delivered. If it's your production, you plan on doing others, and you can afford the storage, then it would be ideal to store those items that can be used on subsequent pictures.

If you're shooting on location, it's often more prudent to sell some (or all) nonhero assets rather than to ship them back. In those situations, you can have one huge sale before you leave (people love buying things used by movie companies), or you can hire someone to do the selling for you. If the company doesn't (or you don't) have a storage facility, then you'll probably have to dispose of a majority of the nonhero assets anyway – regardless of whether you're on a distant location.

There are several options for the disposing of assets – some of which you may handle at the completion of principal photography, and the rest, once your show's been released, and there's no further need for these items. Here are some of the ways assets are dealt with:

- Sell to your cast and crew (usually for at least 50¢ on the dollar).
- Sell or pass on to other productions.
- Resale and/or consignment shops (like *It's a Wrap* in Los Angeles) routinely take wardrobe from films.
- Hero props and wardrobe are often used for promotional purposes, such as premieres, theatre displays and photo shoots – some used again later for promoting a DVD release.
- Wardrobe rental houses, prop houses and studio prop departments will often purchase leftover assets if it's inventory they can use, or they'll sometimes trade assets for rental credit you can use on future shows.
- Assets are often traded to offset L&D (loss and damage) charges.
- You can hold online auctions or turn your assets over to a company that will sell them for you.
- You can donate them to theatre companies, schools and nonprofit organizations.
- Some studios and production companies have an archives, where they very meticulously store, preserve (and often display) recognizable, key pieces from each of their pictures.
- There are also asset management companies that will provide the storage for you, inventory, pull and deliver items when and where needed.

At the end of this chapter, you'll find a *Purchase Agreement* form to use when selling assets. By signing it, the purchaser agrees to accept the asset being sold "as is" and to release the production from any liability. But as a word of caution (even with this form), to avoid potential lawsuits and huge problems, make it a practice *not* to sell vehicles, machinery, special effects rigs, etc. that have been modified and/or pose a potential element of risk to the user.

If you're the one responsible for securing storage for the assets, if at all possible, select a place that's clean, secure and air-conditioned. You don't want a facility that's subject to extreme weather or is a breeding ground for insects and critters, because the idea is to preserve what you're saving. To consolidate space and keep everything organized and off the floor, you'll want to stock your storage unit with plenty of shelving units and wardrobe racks.

GETTING STARTED

Approximately two weeks before the completion of principal photography, issue a memo asking each department to check their assets against the list received from Accounting. Inform them of how you want their departmental inventories prepared (there's a sample inventory template at the end of the chapter), who should receive the inventories, and which scenes are slated for possible reshoots (so they'll know which items need to be pulled and separated), where everything is to be stored, and which items may be sold and for how much. Ask crew members to start assessing the L&D on their rentals, and let them know which assets may be traded to vendors to offset L&D charges (reminding them to inform you, in advance, of any such arrangement). This is also a good time to inform crew members that you'll be reviewing total wrap mandays with each department in the coming week.

In theory, those departments given a sufficient amount of wrap should have less L&D, due to the fact that they have the time to clean and/or repair certain items themselves and can search for and retrieve items that have been misplaced. Although this is often the case, much also depends on how any given department has been organized and has taken care of its rentals throughout the shoot. Those who are conscientious from the beginning can generally wrap quickly with little or no L&D. (You'll find a *Loss & Damage Report* form at the end of the chapter, which your crew can use to document their L&D.)

Being able to confirm wrap dates is crucial in determining final shooting costs. Some production managers meet with department heads to discuss the wrap date of each member of their department. At the end of the chapter, you'll find a *Departmental Wrap Schedule* form that will come in handy for just that purpose. It's a great way to document and authorize a precise wrap schedule, and to make everyone understand that absolutely no one is going to be paid for wrap days that aren't preapproved.

There are many things you can do to start the wrap process prior to the completion of principal photography. The more you can accomplish ahead of time, the smoother and faster the wrap. This will get you started:

- Make a sweep of the office and collect things such as film commission information packets, headshots and any type of demo DVD – anything that can be returned – and start returning.
- Start cutting down on office supply orders, bottled water, etc. Don't order anything more than what is absolutely necessary to get you through to the end of the show.
- Start assembling final crew, cast and contact lists. The crew lists, in particular, should be available to distribute prior to the last day of filming.

- Check with department heads to see whether there are any rentals that can be returned early. This would include any office equipment no longer being used.
- Assuming you've been keeping track of all of your product placement items, start returning what you can as soon as you can, and keep what's still needed secure until it's ready to be sent back. This is stuff that can (and does) easily disappear – especially things like iPhones and laptops. Make sure everyone understands that this is merchandise that has to be sent back, and keep it locked up when not needed on set.
- After making sure all originals are on file, collect all extra copies of outdated crew lists, cast lists, contact lists, schedules and day-out-of-days. Feed all sensitive material to the shredder and dump the rest in the recycle bin.
- Inform vendors of when the last day of filming will be and when returns will be made. Also start scheduling necessary pick-ups.
- If not already done, decide on and order show gifts. If your budget can afford it, order enough for your favorite vendors, film commission reps and production executives. Whether the gifts are distributed on the set prior to the last day of filming, on the last day or at the wrap party – tag gifts with cast/crew/staff members' names and divide them by department. Using cast and crew lists, check off each person's name as they're given their gift. This way, no one is inadvertently left out.
- Schedule a day to have a cast and crew photo taken. (Try for a day when the majority of the cast will be there. If that isn't possible, call and invite those who aren't scheduled to work that day.) Once you get a good shot, you can email it to everyone.
- Start planning a wrap party. Design an invitation or notice and distribute accordingly.
- Scout around for new productions about to start and talk to their production coordinators. One or two might be interested in buying your leftover expendables, office supplies and office items such as lamps, fans, heaters, toaster oven, coffee pots, etc. Prepare an inventory (with prices) and e-mail it to those interested.

TENTATIVE SCREEN CREDITS

Before leaving the show, the production coordinator will usually be asked to do the first draft of the tentative screen credits. It's best to start prior to the end of principal photography, so you can confer with department heads before they leave. It also takes a while to go through a mountain of contracts and deal memos to make sure you have all contractual credit obligations covered. Before anything is submitted, copies should be sent to the producer, director, line producer, UPM and production supervisor for review, comments, additions, etc. The studios and major production companies will give the coordinators on their shows a template for how they want the credits listed, and although each has slightly different guidelines, they all take care of properly placing certain credits in certain positions as required by union and guild agreements. If you're on your own with this, you'll find much more information on screen credits (including union and guild guidelines) in Chapter 30.

Here's a letter you can copy and use that should help in the preparation of your tentative screen credits:

Sample Memo

Date:
To: All Department Heads
From:
Re: Screen Credits_____

We're starting to assemble a list of tentative screen credits and need your help.

We'd appreciate it if you would submit a list of the members of your department in the order you feel they should be listed in the credits. Please indicate their correct titles and the correct spelling of their names; specify how they would like their names to appear.

There is no guarantee that they will all make the final print of the film, but in the event they do, we want all the information to be accurate.

For your convenience, please provide the information below and return this to _____ at your earliest convenience.

Thanks!

DEPARTMENT_____

NAME	TITLE
_____	_____
_____	_____
_____	_____
_____	_____

(use back of page if you need more room)

It's not uncommon for certain vendors to be granted screen credit in the end crawl, so check all of your rental agreements to verify which ones (if any) should be added to your list of tentative screen credits. Also, some vendors will send you artwork or camera-ready logos. When you receive these, make sure they're passed on to Post Production. Also make note of what you're turning over to Post in your wrap memo, just to make sure that these logos aren't inadvertently overlooked later on.

The thing to remember about screen credits is that except for explicit union and guild guidelines that may be applicable, specific contractual obligations and possibly a limited amount of time in which the credits can run, the prevailing authority over who gets screen credit and the placement of said credits is the producer – which often means the studio (or production company) with input from the producers and

director. So what starts out as a first draft of tentative credits at the end of principal photography will often look quite differently 12 drafts later before they're finalized.

Although what's submitted as tentative is very likely to change before it hits the screen, make sure that the first draft is as accurate as you can get it. Check and double-check that everyone who's due credit, gets on that tentative list, and that all names are spelled correctly. As implausible at it may seem, an error that starts with the first draft can be passed on to the next without notice. Inevitably, no matter how many people review and approve subsequent drafts, there's always the chance that some deserving person's name will unintentionally get left off the crawl and/or names will inadvertently be misspelled. When this happens, it creates hurt feelings, can be extremely embarrassing and is difficult and costly to fix.

AT THE COMPLETION OF PRINCIPAL PHOTOGRAPHY

Okay, so shooting has now been completed, the wrap party was a smashing success, everyone's in a hurry to go on to their next show and/or catch up on their sleep – and you're now officially in wrap. Submit written notice to the property or facilities manager as to when you'll be vacating the offices. Also change your office hours. Shooting days are generally 12 hours or more, but wrap days should be no longer than 10 hours.

As soon as they're no longer needed, start collecting:

- Walkie talkies
- Cell phones
- BlackBerrys
- Rented computer equipment
- Keys
- Parking cards and/or passes

Now that filming has been completed, everyone – Production, Accounting and each department head – needs to double-check all of their active purchase orders, making sure that all rentals are returned in a timely manner – with the emphasis on "returned."

Tales from The Trenches

I was on a show once where a piece of equipment, parked way in the back of a property we had used as a location site, had gone totally unnoticed and was left sitting there for several weeks after wrap. The vendor hadn't been notified that filming was completed, and it had slipped the eye of both the location manager and the property owner. Transportation thought Effects had returned it, and vice versa. The error would have been discovered much sooner had the responsible department checked to make sure that all of their POs were closed out.

I strongly suggest using the Equipment Rental Log form (found in Chapter 6) to help track returns. Along the same lines, make sure that you're given a receipt for all rental items returned by the production or picked up by the vendor, and that all return slips and receipts are kept on file in the Accounting office. (For some reason, they tend to get lost quite easily.) On another show I was involved with, a vendor charged the production for the replacement of an item that three different people swore was returned, but because no one could produce a copy of the return slip, the production was ultimately held liable.

If you discover that items you might need for reshoots or inserts were rented, arrangements should be made to take them off of rental ASAP and to purchase them. If that's not possible, however, the disposition and location of these items should be detailed in your wrap notes. Some vendors, if asked, might be willing to place an item on hold for a certain length of time — or to at least be willing to notify you if another production wants to rent it before you need it again.

SHORT ENDS

Short ends are remaining lengths of unexposed film left over after the exposed section has been cut off. Short ends can be loaded and used for short shots and inserts. Leftovers at the end of a shoot are generally sold and occasionally donated to students and low-budget filmmakers.

If your picture's been shot on film, you'll undoubtedly have leftovers. Kodak will sometimes take back unopened cans of film within a fairly short period of time after purchase *if* what you're returning has been kept in a cool environment (meaning that it hasn't been sitting on a hot camera truck for days). Check with your Kodak rep if you think you might have some returnable stock.

I'll assume that you've been keeping track of your film totals throughout the shoot – continuously comparing what's been purchased minus what's been used and coming up with the total amount remaining – the reaming part being the number you come up with on paper, which should match the camera loader's totals on the daily camera reports, which should also match the totals on the daily production reports. Only now, at the end of the shoot, those totals should also match your physical count of all those leftover cans of film the camera loader has dropped off at your office. (Even if the loader hands you an inventory, count it yourself anyway – just to confirm the totals.) If you've been keeping track all along, your totals should be in sync with the loader's totals, and there should be no surprises (like missing film that no one can account for).

If you have some 400-foot lengths or higher, you know you've got reshoots or an insert shoot coming up soon and the type of film stock you've got is the stock you're going

to need – you might want to save those cans in a secure, cool corner somewhere until needed.

Before you sell or donate your unused film and short ends, you'll want to prepare an inventory of what you're selling or giving away. Here's a simple example of what your inventory might look like:

	(NAME OF SHOW)	(Date)
	(Contact: _____)	(Phone Number)
	5218	5217
	1 – 1,000′ (new)	1 – 1,000′ (recan)
	3 – 1,000′ (recan)	10 – 400′ (new)
	4 – 400′ (recan)	1 – 720′
	1 – 550′	1 – 430′
	3 – 350′	2 – 300′
	5 – 200′	1 – 220′
Totals:	17 cans/5218	16 cans/5217
	8,200 feet	6,970 feet

As they're the most standard lengths used, list the 1,000- and 400-footers first. The (new) denotes unopened (factory-sealed) cans that are no longer returnable. And (recan) refers to a full roll of film that was opened but not shot. If you're planning on selling the remaining stock, once you've double-checked your totals and the inventory is prepared, call the companies that buy short ends. Tell them you're going to e-mail them your inventory and would like a bid. The company with the winning bid should be willing to pick the stock up and hand you a check for the agreed-upon amount at the same time. Note, however, that prices will vary depending on how much (or little) these companies already have in stock and what they think they can sell.

It's not always mandatory, but I've always thought it a good idea to submit a final film reconciliation to Accounting at the end of each show. I also include a copy in the wrap book. Should you want to do the same, there just happens to be a *Final Film Reconciliation* form at the end of this chapter.

WRAPPING BY DEPARTMENT

Here are some suggestions for individual departments.

Wardrobe

- If at all possible, hang principal costumes in clear garment bags and in stand-up wardrobe boxes – not E crates. It makes it much easier for the people handling/locating the costumes from that point forward.
- Box hero items separately from nonhero items and label boxes with the appropriate character or actor's name. Also indicate on each box if the wardrobe contained within is "hero," "double" or "closet" (which indicates wardrobe purchased for an actor but not photographed).
- Wrap all hero and principal costumes, so they're placed in a *head-to-toe* manner (including undergarments, shoes, hats, jewelry, etc.) in the garment bag instead of just lumping all pants together, shirts together, etc.
- The tags pinned to each costume should indicate the character or actor's name, the items in the bag, the scene number and change number. Even better is a photo of the actor wearing the complete costume attached to the tag hanging from the garment bag.
- Inventories should clearly designate complete outfits by their "change" numbers and correspond to photos in the continuity book.
- Make sure that actor and stunt double costumes can be easily identified/distinguishable.
- A Wardrobe Continuity Book should be turned in to the production executive or line producer upon wrap.

Props

- Separate hero items from nonhero items and clearly indicate to which character each set of props belonged.
- In your wrap notes, indicate hero props that came from your prop box or were rented.

Set Dressing

- All inventories, boxes and set pieces should indicate/be labeled with the appropriate set and/or the set number. Also include a list of all sets with their corresponding numbers.
- Clearly indicate on the inventory if the set dressing was used or not used.
- For items not used, indicate which set they were intended to be used on.

Set Dressing/Construction

- Make sure all glass pieces are crated.

Art Department/Construction

- If set models were made and are going to be saved, create an inventory, crate them and label the crates appropriately:

```
(name of the show)    (Model #1 of _____)
(_____set)
```

Construction

- When it comes to breaking down sets (which you may be doing throughout the shoot), you'll determine which set pieces might be needed at a later time for additional photography, reshoots or promotional purposes and then make sure there's ample space to store them once dismantled. Sometimes, a full or good portion of a set is saved, and that's called a *fold and hold*. Sometimes just certain walls, door jams and windows are kept, and on occasion, solely paint, wallpaper and carpet samples.

- All inventories of set pieces should indicate/be labeled with the appropriate set and set number.
- As for the sets that need to be dismantled, if you're going to be seeking outside bids, they should include measures for salvaging and recycling. Lumber and sets can (and should be) be passed on to other productions or donated to theatre companies or organizations such as Habitat for Humanity whenever possible.

PACKING

Following are samples of labels for your boxes. Regardless of whether you use something like this, the name of the show and department should be clearly indicated, and all boxes should be sequentially numbered.

Sample Box Label for Props, Set Dressing, Wardrobe, etc.

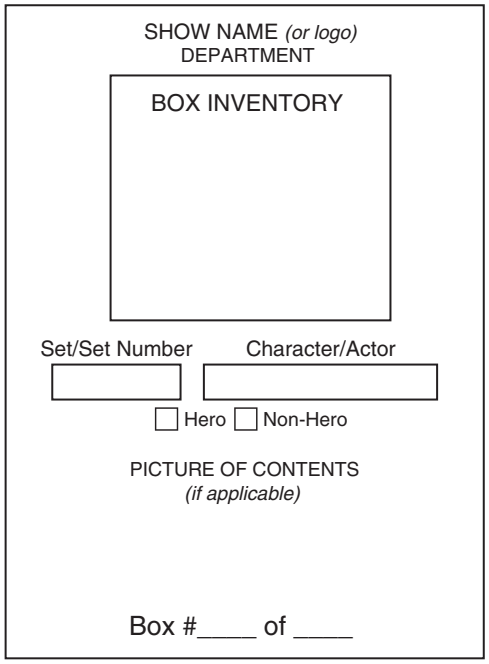


FIGURE 29.1 Sample Box Label for Props, Set Dressing, Wardrobe, etc.

Sample File Box Label

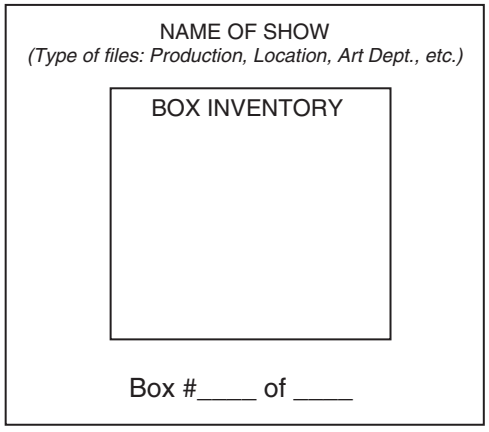


FIGURE 29.2

- In addition to a list of contents taped to the outside of the box, some people also tape a copy to the inside flap, which can come in handy if the list on the outside tears.
- Make sure the box numbers and contents match the master inventory list.
- If at all possible, Props and Set Dressing should include a photo of the contents of each box (affixed to the top of the box).
- All large pieces that can't be boxed should be appropriately labeled or tagged.

TO SUBMIT TO YOUR PRODUCTION EXEC OR PARENT COMPANY

- A wrap memo written by the UPM and/or production coordinator that includes all outstanding issues and anything that needs to be followed up on. This would include any outstanding labor issues or grievances, outstanding insurance claims, disputed bills, contractual post production issues, incomplete or special photography requirements, etc.
- All continuity books (Wardrobe, Hair, Makeup, etc.)
- All continuity photos for locations, script, hair, makeup, wardrobe, art department, set dressing, props, transportation, etc. – and as much of this on CD as possible.
- All original artwork, blueprints, drawings and sketches should be packed in protective boxes or tubes and labeled appropriately. And again, transfer as much to CD as you can.
- Production files: use the plastic file boxes with the lids that snap shut if you can. They're great for keeping out water and insects.
- Arrange files in alphabetical order.
- Don't include hanging Pendaflex® folders. (They take up too much room and can be reused.)
- Number all boxes sequentially and include a copy of the box's contents on the outside as well as on the inside of the box.
- When files are submitted from various departments and individuals, discard duplicates (keeping originals whenever possible).
- You'd be surprised how many people box up unused office supplies and send them in with the production files. First of all, many of those files go right into storage, and what happens is that you end up paying to store boxes (for years sometimes) that shouldn't be there to begin with while the supplies can be used elsewhere. So sell them or donate them, but don't pack them up to store with the files.
- Wrap books (see the following section)
- In some cases, leftover office supplies

YOUR BASIC WRAP BOOK

Wrap books are generally prepared by production coordinators for the studio/production company, producer(s), director, UPM, production supervisor, coordinator and accountant. The contents of this book are contained within a large three-ring binder (with dividers) or is taken to a printer for binding. It contains the final versions of the following (plus any other pertinent information you might want to include):

- The budget (the coordinator's book may not contain a budget)
- A complete set of call sheets and production reports (on CD)
- The inventory of production files
- Final continuity report and photos
- Final cast list
- Final crew list
- Final contact list
- Final clearance report
- Final product placement report
- Final location list, location contact list and maps
- Final shooting schedule and one-liner
- Final day-out-of-days
- Final script with all change pages
- Final film reconciliation that includes the disposition of short ends
- If applicable, copies of all DGA and SAG reports
- Each department's inventory list, along with the Accounting asset list, with notes indicating which items have been sold, lost, destroyed or stored

Besides the hard copies of everything in the book, put as much of this information on CD or a flash drive as possible. Also, if the production coordinator is handing over a wrap book to a fairly new/ inexperienced producer, he or she would be well-served to go through it with the producer, pointing out what's there should the information be needed at a later date.

WRAP CHECKLIST

Legal

- □ All contracts, agreements and releases have been signed, countersigned and returned, and copies are distributed and filed appropriately.

Locations

- □ All signed location agreements have been returned, copies distributed and filed.
- □ All practical locations have been thoroughly wrapped, cleaned and restored to original (or better than original) condition, and the owners have signed a Location Release form.
- □ All location files and hero photos have been submitted.

Returns

All rentals:

- □ Equipment
- □ Vehicles
- □ Walkie-talkies
- □ Cell phones/BlackBerrys
- □ Props
- □ Set dressing
- □ Wardrobe
- □ Greens
- □ Flats/cycs/backdrops
- □ Computer equipment
- □ Wireless communication systems
- □ Unopened/unused supplies and expendables that some vendors will take back for a refund or credit
- □ Factory-sealed/unopened cans of Kodak film that may be returnable
- □ Safety manuals back to the Safety Department
- □ All blank accounting forms, start packets, time cards, etc. back to Accounting

Paperwork

- □ All final call sheets and production reports, signed and distributed (hard copies for those who prefer and on CD for everyone else)
- □ Final cast list
- □ Final crew and staff list
- □ Final script with all change pages
- □ Final shooting schedule
- □ Final day-out-of-days
- □ Final location list
- □ Final contact list
- □ Prepare wrap books
- □ Collect files from the art department, location department, producer's assistant, UPM, production supervisor and coordinator and discard duplicates (keeping originals whenever possible).
- □ Organize and pack up production files
- □ Tentative screen credits

Assets

- □ Collect all asset inventories
- □ Balance raw stock inventory, match totals to assistant cameraman's records; account for differences, if any
- □ Pull items required for reshoots, added scenes, inserts, promotional purposes and/or archives

Sell, Store, Donate, Place on Consignment, Trade for Rental Credit

- □ Short ends
- □ Props
- □ Set dressing
- □ Wardrobe
- □ Set pieces – walls, windows, doorways, etc.

- □ Unused expendables
- □ Electronics
- □ Fans/heaters
- □ Coffee makers/toaster oven
- □ Tools/lumber/building supplies
- □ Office supplies, furniture, lamps, etc.
- □ Arrange storage of assets not sold, if company doesn't already have storage facilities

Items You're Selling

- □ Prepare a list of items for sale (with prices). This list goes to the producer(s), director and production executives first, as they usually have first dibs on the items being sold. Often, arrangements are made in advance for cast members to buy (or to be given) articles of their wardrobe, select props or set dressing pieces they've expressed an interest in (only if or until these items are no longer needed). Remaining items (with price tags) are often displayed in an open area (stage or large office) where staff and crew members can shop. Make sure to let everyone know in advance when these items will be available to look at and buy. Select one person (production coordinator or someone in Accounting) to be responsible for keeping tabs on what is being sold and for collecting the money.

Insurance

- □ Submit all insurance claims not previously submitted.
- □ Submit a log of all pending and unsettled claims (along with any corresponding documentation).

Guild-Related

- □ All SAG contracts have been countersigned, returned, distributed and filed.
- □ Submit final Production Time Reports (Exhibit Gs) to SAG.
- □ Submit final Casting Data Reports to SAG.
- □ Submit final Cast List to SAG.
- □ Verify that all DGA deal memos have been signed, submitted and distributed.
- □ Make sure DGA Weekly Work Sheets have been submitted.
- □ Submit final DGA Employment Data Report.
- □ Final DGA and WGA screen credit approvals. Note: SAG requires submission of final screen credits and music cue sheets at the completion of post production.

Environmental Concerns

- □ Make sure that everything and anything that can be recycled is handled properly.
- □ Talk to your department heads and coordinate the proper removal of hazardous waste (paints, solvents, explosive materials, etc.).

Turn Over to Post Production

- □ Script supervisor's final notes
- □ Script supervisor's final script
- □ Continuity photos
- □ Final cast list
- □ Final camera reports and sound reports
- □ First draft of screen credits – main titles and end credits (including all credits based on contractual obligations and union and guild regulations)

Accounting-Related

- □ Make sure all final time cards are submitted.
- □ Collect all refundable deposits.
- □ Close accounts and ask vendors to submit final invoices.
- □ Submit all L&D charges.
- □ Have all outstanding invoices approved and paid.
- □ Send out forwarding address notices.
- □ Collect outstanding petty cash.
- □ Prepare a 1099 list.
- □ Prepare a final vendor list (in alphabetical order).
- □ Prepare a final budget.
- □ Prepare a final cost report.
- □ Prepare notes regarding all pending issues for the post production accountant.
- □ Turn all files over to the post production accountant.

Closing the Production Office (and any other space the production may be occupying)

- □ Submit change-of-address form to post office (if necessary).
- □ Submit forwarding phone number to phone company (if necessary).
- □ Return office furniture.
- □ Return all office equipment.
- □ Return any kitchen items such as a refrigerator, toaster oven, microwave, coffee maker, etc.
- □ Alert your telecommunications department and/or IT people to pull all necessary equipment.
- □ Disconnect phones and utilities.
- □ Cancel bottled water/coffee service.
- □ Pack remaining forms and supplies.
- □ Remove all signs you've posted around the outside of the office and parking lot.
- □ Make sure all drawers, shelves and cabinets are emptied and calendars and artwork are removed from the walls.
- □ Have office cleaned well and any necessary repairs made to qualify for reimbursement of your security deposit.

Before You Walk Out the Door

- □ Send out special thank-you notes to those whose contributions meant the most to you during production.

- ☐ Prepare a detailed memo for the production executive summarizing all ongoing or pending issues (anything that might come up) and the status of each.
- ☐ Send files to the studio/production company.
- ☐ Conduct a final walk-through of the office with the property manager before turning over the keys and parking cards.

The Final Production Book

A *Final Production Book* should be prepared by the studio or parent company after the completion of post production. The contents generally take up two three-ring binders. This book condenses enough basic information to hopefully alleviate the need to dig through file boxes searching for information when issues arise long after the show has been completed. These books include:

- Corporate (signatory papers) information
- Bank information (bank, contact, account number, copy of signature cards, etc.)
- Bank reconciliation
- Trial balance
- Final budget
- Final cost report
- Cast list and final SAG cast list
- Chart-of-accounts and vendor list
- Contact list (local and location)
- Final staff and crew list
- Crew deal memos
- Location list (including dates and deals)
- Call sheets
- Production reports
- Final shooting schedule
- Final day-out-of-days
- Key correspondence
- Copies of major deals
- Copies of signed union and guild contract agreements
- Information on insurance claims
- Final script
- Dates of delivery and delivery requirements
- Inventory logs and location of inventories

I'd like to acknowledge Randall Thropp for all he's taught me about wrapping a show. There's no one I'd rather wrap a show with.

FORMS IN THIS CHAPTER

- Departmental Wrap Schedule
- Final Film Reconciliation Form
- L&D Report Form
- Master Inventory Form
- Purchase Agreement

DEPARTMENTAL WRAP SCHEDULE

SHOW: _____

Scheduled Completion Date of Principal Photography: _____

Date: _____ Department: _____

Department Head: _____

Total Wrap/Man Days Budgeted: _____ Work Hours Per Day: _____

Date of Wrap Completion: _____

NAME	POSITION	#WRAP WKS/DAYS	WRAP DATE

Department Head Signature: _____

UPM Approval: _____

FINAL FILM RECONCILIATION

SHOW:					
Prepared by:				DATE:	
	(Film Stock)	(Film Stock)	(Film Stock)	(Film Stock)	TOTAL
TOTAL FILM PURCHASED					
TOTAL FILM USED					
AMT THAT *SHOULD BE* REMAINING					
ACTUAL AMOUNT REMAINING					
DISCREPENCY *(if applicable)*					
Explain discrepency:					
AMT OF FILM RETN'D FOR FULL CREDIT					
AMOUNT OF FILM (short ends, etc.) SOLD					
Price(s) recv'd. for older unopened cans, recans & short ends:					
Notes:					

LOSS & DAMAGE REPORT

Show _____

Date of Loss or Damage: _____ Date of Report: _____

Location of Loss/Damage: _____

Description of Property Lost or Damaged:

_____ Value: $ _____
_____ Value: $ _____
_____ Value: $ _____
_____ Value: $ _____
_____ Value: $ _____

Total Value: $ _____

Indicate if Items Lost/Damaged Were: ☐ Purchased *or* ☐ Rented

If Damaged In Shipping:

Date Shipped: _____ Date of Arrival: _____ Manifest#: _____

Shipped From: _____ Shipped: ☐ Ocean ☐ Barge ☐ Air

If Lost, When Was the Last Time Property Was Seen: _____

Who Was the Last Person to See the Property Before it Was Lost or Damaged: _____

_____

Owner of Property Lost/Damaged: _____

Address: _____

_____

Phone#: _____ E-mail Address: _____

Cause of Loss/Damage *(i.e. description of incident and how it occurred)*: _____

_____

_____

_____

Estimated Cost of L&D: $_____ Police Report Attached ☐ yes ☐ no

Is Property Damaged Beyond Repair? ☐ yes ☐ no Police Report Number _____

Photo of Damage Attached ☐ yes ☐ no Other Documentation Attached ☐ yes ☐ no

Original PO# for Equipment: _____ PO# to Replace or Repair: _____

L&D Report Completed By: _____

Department: _____

Approved By: _____

MASTER INVENTORY

SHOW:	DEPARTMENT:
Created by:	Date:

Box or Rack#	Character/Actor	Scene#	Change#	Set#	Qty.	Description	(check one) Hero	(check one) Non-Hero	Value	Condition/Tracking Notes

PURCHASE AGREEMENT

_____("Seller"), does as of _____(date) sell, transfer and deliver unto _____("Purchaser"), for the sum of $_____, the items ("Items") listed below used in connection with the film _____ ("Picture").

By accepting the Items, Purchaser agrees to all of the terms and conditions as stipulated in this agreement.

1. Purchaser agrees that the Items sold to Purchaser is/are on an "AS IS" basis and condition. Seller makes no representations or warranties regarding the Item(s) or that the Item(s) is/are in compliance with any applicable city, state or federal laws or code, including, without limitation, with respect to the Items' fitness for a particular purpose, physical condition, usability, merchantability, or any warranties imposed by law, whether now known or hereafter enacted, and any such representations and warranties, express or implied, are hereby expressly disclaimed. Purchaser is aware of actual and/or potential damage to any Item(s) prior to entering into this agreement and Purchaser agrees to assume all risks associated with the Item(s), including, without limitation, any patent or latent defects or consequential damages Purchaser may suffer as a result of the ownership of the Items. Purchaser shall indemnify Seller from any and all sales or use taxes that may be levied as a result of this transaction.

2. Purchaser hereby releases Seller and its successors, assigns, parent and affiliated companies from any and all present or future claims and damages in connection with Purchaser's purchase and/or use of Item(s).

3. Purchaser shall defend, indemnify and hold Seller and its successors, assigns, parent and affiliated companies harmless from all claims, liabilities, damages and costs (including reasonable legal fees and court costs) arising from any injury to or death of any person, or any loss or destruction of or damage to any property, caused by or attributable to the Items, whether or not caused by Seller's negligence.

4. If Purchaser sells or assigns the Item(s) at any time, the Item(s) may not be advertised as in any way related to the Picture, the Picture's cast or crew, or Seller or its successors or assigns.

5. Purchaser agrees to remove or fully cover any logos or identifiable references to the Picture, the Picture's cast or crew, or Seller or its successors or assigns that may appear on the Items no later than ten (10) business days herefrom.

6. In the event Seller desires to photograph retakes or other scenes or in the event of damaged or imperfect film or equipment, Seller shall have the right to use the Items (without additional charge) for such period as may be reasonably necessary therefor, commencing at any mutually agreed upon time. Accordingly, Purchaser shall make no modification(s) to the Items until after the U.S. general theatrical release of the Picture.

7. Notwithstanding any remedy to which Purchaser may become entitled in equity or at law, Purchaser hereby waives any right it may have to enjoin or seek to enjoin the development, production, exhibition, promotion and/or distribution of the Picture.

8. This agreement constitutes the entire agreement between the parties hereto and may be amended only by written agreement executed by all of the parties.

Seller is not transferring any copyright, trademark or other intellectual property right from the Seller or Picture or its successors or assigns in the Items to Purchaser, all of which are specifically reserved.

By_____ By_____

Seller's Signature *Purchaser's Signature*

Purchaser's Name:

_____

Purchaser's Address:

_____

_____

_____

Chapter 30

Post Production Overview

INTRODUCTION

Post production is the process of assembling all the elements of a show (an edited picture, music and sound effects, visual effects and titles) to create a finished product. If, by virtue of the word "post," you assume that it begins when principal photography ends, you're wrong. It actually starts in early pre-production with the decision as to how the show will be shot and completed. Next comes the preparation of a post production budget and schedule, the lining up of crew and office space, equipment, a lab and sound, post and effects houses. By the time principal photography has been completed, the editing is well underway and the full Post Production staff is ramped up and running at full speed. The process could take anywhere from a few weeks to several months, depending on the picture, the platform and the format.

The changes in post production over the last handful of years make my head spin, and continuing technological advances insure that it's going to rapidly evolve into something that no one would have even thought possible a mere ten years ago. It's definitely a challenge to keep up with all the changes in this field – especially if it isn't your exact area of expertise. As a production person, you're probably not the one everyone is relying on to finish a show, but it's going to benefit you tremendously to have at least a good working knowledge of post procedures and options. Many of us are hired at the beginning of pre-production, work through the end of principal photography and then a get a few weeks to wrap. It's assumed that the post production supervisor will take it from there, but even with a good post supervisor on board, production personnel find themselves, now more than ever, involved with facets of post production prior to the end of principal photography. It's something you need to know if you're budgeting, or if you're a producer or intend to be a producer one day.

It's also beneficial to be aware of standard delivery requirements that get turned over to the distributor, studio or network when post has been completed. This would include (film, video and/or digital) elements as well as all pertinent documents (such as script, contracts, cast list and publicity materials) that can be accumulated during principal photography. Any of this material that can be handed over to the post staff at the end of a shoot will save them a great deal of time and be much appreciated as well as save you from a barrage of phone calls.

A producer needs to involve the editor and post supervisor as early on in the process as possible – especially if the film isn't going to be shot on film. And a savvy producer will be familiar with the terminology and the basic process and understand that what he or she does during pre-production and principal photography will affect the post process, schedule and budget. Editors and post supervisors invariably spend a lot of their time solving problems that could have been avoided if dealt with during production, so a well-prepped and organized show will reduce the frequency of headaches down the line and will save time and money.

For decades, movies were shot on film, finished on film and exhibited on film. The post production process included editing, spotting for music and effects, sound effects editing, looping, color correction, scoring and mixing (or "dubbing"). The film negative was cut to conform to the edited work print; a trial print (the first complete print with sound track, opticals and titles) was struck for purposes of color correction and density adjustments; an interpositive was struck from the cut negative; a duplicate (dupe) negative was made from the interpositive; and release prints were made from that (the first one being what's called an *answer print*). Both feature and TV delivery requirements were fairly standard, and the whole system was pretty simple.

New choices became available when digital editing arrived on the scene, and the speed and versatility of electronic editing systems such as Avid gradually pushed the moviola and flatbed (Kem) into extinction. Filmmakers started shooting on film, editing digitally and then conforming their picture back to film for release. Today, feature films are still being made and finished that way, but now, in addition to shooting on film, they're also shot digitally, edited and finished digitally and delivered on both film and digital formats – making negative cutters almost obsolete. As we've advanced from shooting on digital to some cameras shooting directly to hard drives and flash cards, projects can now be produced – from beginning to end – totally filmless *and* tapeless. Furthermore, something called *remote collaboration technology* has made it possible to create virtual private web networks that

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allow directors to upload dailies from anywhere in the world and to work with their editing team, no matter where any of them are located. And digital cinema now exists, with thousands of digital 3D screens popping up all over the world and many theatres offering both film and digital projection.

The technology has created revolutionary new ways of working that are amazing, but at the same time, post production is now more complicated than ever. The challenge starts with the many different types of motion picture digital cameras – each recording on its own storage media format (including digital videotape, P2 cards introduced by Panasonic), hard drives and compact flash cards. There are many different systems, not one has become standard and each has its own workflow. To make the process even more complex, delivery requirements have become wide and varied, depending on the platform and the studio/network/distributor/festival/company/website you're delivering to.

Post production is an immensely complicated subject, worthy of an entire book in itself. As this isn't a book on post production, and the related technology is way over my head, all I can do is give you a general overview and let you take it from there. But speaking of books, I'd like recommend *Guide to Postproduction for TV and Film – Managing the Process* by Barbara Clark and Susan J. Spohr and *Understanding Digital Cinema: A Professional Handbook* by Charles S. Swartz – both by Focal Press. Also, check out some of the new post houses that specialize in all facets of digital workflow and data management. I suggest that you talk to reps from more than one of these post houses and get recommendations from other filmmakers who have used them. Also send some footage to two or three of the post houses you're interested in for testing to see how you like their work. More important, hire yourself a knowledgeable post production supervisor who thoroughly understands the technology and is up on the latest processes, can advise you on the best options for your particular show and expertly oversee the process through delivery. In addition to his or her technical expertise, you'd be well-served to bring on a post supervisor who's good at dealing with people of all temperaments. Having to deal with a director, sometimes multiple producers and studio executives – all with their own vision – is challenging enough, but some shows are under the umbrella of more than one producing company, which brings even more voices into the mix. So it's not unusual for multiple opinions and egos to clash during the post process when it's common to feel anxious about differing creative choices, assembling the best picture possible, having enough money left in the budget to finish the film properly, finishing it on time and having it well received once released. A skilled post supervisor will know how to navigate the multiple personalities involved, keep everyone focused on their shared goals and keep the process moving ahead as scheduled.

You might not realize it, but the first couple of weeks of principal photography can be exceptionally stressful for the post crew – especially if the show is shooting on a distant or foreign location and film elements are being shipping back and forth. It's easier to fall into a comfortable routine once everyone is assured that the shipping process is running smoothly and that both the film and returning dailies are getting to where they need to be on time; the first week or two of dailies have been screened, and all involved are pleased with the footage they're getting; and the scheduled workflow is working out as hoped.

Something else that's causing stress these days is the issue of piracy. This has become a significant industry-wide problem that becomes even more of a challenge as digital files become more accessible and pass through more hands and broadband services are enhanced. In an attempt to avoid feature films (or portions of films) from being leaked onto the Internet or from landing in the hands of individuals who shouldn't have them before they're released in theatres, the industry is going to great lengths to come up with solutions to prevent hacking, theft and piracy. New security software is being developed, virtual private networks are becoming more private, media files are being stored in encrypted form, DVDs are being digitally watermarked, means of encoding passwords into media files has become common practice and certain pictures are being hand-carried from one location to another instead of being shipped. Piracy is a serious concern, and violators, when caught, are being prosecuted. So do your research and find out what antipiracy tools are available to you in order to protect your film.

To further your own education on the entire post production process, take advantage of the many seminars, magazine articles and websites just oozing with the latest advances. It's easy to be intimidated by the technology, but no one understands everything, so don't be afraid to ask and to learn.

SHOOTING ON FILM

Many feature films, especially studio releases, are still being shot on film. I can't imagine film ever becoming extinct – not with the rich quality of picture it produces and its shelf-life of 100 years. New and improved film stocks are continuing to be developed, and at least for now, there are just too many filmmakers who could never conceive of giving up this medium.

Shooting on film is more expensive and cumbersome than shooting digitally, but with a digital show (unless it's a small independent project you're finishing totally on your own), the expense is in the post process. For moderate- to high-budget features, films with a film finish are still the least expensive way to go unless you have a lot of visual effects. Even with the introduction of multiple

effects, film with a film finish (although rare) is still the preference of a handful of directors.

For a long period of time, videotape ruled. For most features, the process of choice was to transfer ("telecine") film dailies to videotape, and to use that format through post until it was time to cut the film negative to conform to the online (videotape) edit – allowing for a film delivery. As for TV shows – whether shot on film or videotape, most were and still are delivered on videotape masters. Feature films and some cable networks, however, have moved on to the *digital intermediate*. A DI refers to the process of digitizing film, manipulating color and final mastering and also to the timed, digitally-created original negative that's used for release printing and has quickly become a standard in the industry.

The vogue these days is for features shot on film to have an all-digital post. Studios are still creating 35mm release prints, but even that is diminishing as more theatres and various other platforms can project and upload digital files.

The Process

The following is a likely scenario for the sequence of events that would occur when shooting on film and finishing a picture digitally:

- Exposed negative is sent to the lab for developing and processing.
- The film is sent from the lab to a post house where it rendezvous with the sound. It's transferred (goes through telecine), sound is synced up and the colors slightly adjusted ("one light").
- What comes out of telecine is an encoded hard drive to screen dailies, digitized media for the editor and dailies on DVDs.
- The picture is edited, and the editor's first assembly is completed a week or two after the completion of principal photography.
- The director then takes the next several weeks to add his or her changes.
- The picture is screened for music, sound effects and visual effects (this process is called "spotting").
- Music editor starts. (He or she will generally only work a week or two before the temp dub and then come back again before scoring. Sometimes it's the same person who returns, and sometimes another music editor prepares for the final mix. The first music editor, also called the Temp Music Editor, will cut together music for the film pulled from different scores from previous films as well as source music cues. Sometimes, there can be two different music editors, as the composer will often bring another on board.)
- Inserts and reshooting occur if necessary and pending budgetary considerations.
- Visual effects are completed and edited into the picture.
- If applicable, the film is previewed and fixes are made afterward based on reviews of the screening and any producer/studio/network input.
- Screen credits finalized.
- Picture locked.
- EDL (edit decision list) list is completed.
- Negative scanned and final cut conformed to digital files (at a higher resolution).
- Dust busting (paint out dust, dirt, scratches, etc.)
- Picture color-corrected ("grading").
- ADR (looping) and foley occurs, sound editing begins.
- Audio conformed to picture.
- Picture is scored.
- Create QuickTime for mixing stage.
- Pre-dub picture.
- Final mix.
- Print master.
- Review and print master fixes.
- Create optical sound track negative (OSTN).
- Record music and effects (M&E) track.
- Create HD video masters.
- Backup all audio to hard drives.
- Create Standard Def masters (NTSC & PAL).
- Inventory negative footage.
- Sync DCP (digital cinema projection) audio.
- QC DCP.
- Create Film Out (digital negative).
- QC first film out print.
- Color correct film out in lab.
- Create composite answer print.
- QC OSTN.
- Create Interpositive and Internegative from digital negative and optical sound track negative.

SHOOTING DIGITALLY

When you look through the lens of a 35mm film camera, what you see is what you get. When it comes to a digital camera, you see only a fraction of that image, because the image has been compressed into a smaller space. Compression keeps the data manageable.

The first decision one has to make after deciding to shoot digitally is which camera to use. There are a lot to choose from; each has its own strengths and weaknesses and each has its own post production workflow. In 2009, the American Society of Cinematographers (ASC), the Producers Guild of America (PGA) and Revelations Entertainment joined forces and assembled a team of industry professionals to test the best cameras currently available for feature films. Included in this test were seven of the latest generation of digital motion picture cameras

(including top models from Sony, Panavision, Arri and RED) and one 35mm camera. They called this project the Camera Assessment Series (CAS), and it encompassed a 250-person crew that included 25 top directors of photography who shot six scenes on eight different cameras in two days. The digital cameras were configured to meet a set of technical workflow specifications commonly used for digital intermediate post finishing. This provided them with a consistent baseline from which to assess imaging characteristics, lighting needs, and ease of use both on set and during post and digital workflow.

The basic findings revealed that each camera performs differently under different circumstances. Some formats perform better in daylight, some take longer to color correct and still others don't capture motion as well as film. So which camera is the best depends on the type of show you're doing, the type of footage you want to capture, the resolution you need and the platform in which the show is being distributed (will it be released as a feature, TV show, webisode, etc.).

When it comes to the capability of various cameras, you'll hear terms like 2K and 4K. These represent the resolution at which the cameras are shooting – resolution is the number of horizontal and vertical pixels and the megabytes per frame that visually contain an image or screen. And as the resolution is defined by the number of pixels-the more pixels, the better the image quality. The resolution du jour for feature film digital post, mastering and digital cinema is currently 2K. As I write this, there are no cameras that currently shoot true 4K, but 4K workflows are in use and digital cinema projectors do exist that support 4K resolution. The 4K resolution represents four times the amount of picture information found in a 2K file but also takes up four times the amount of storage space and requires greater network bandwidth to manage the data. And as 4K is about to take make headway, 6K and 8K technology is just around the corner.

I'm not going to recommend any of the motion picture digital cameras currently being used, because it won't take long for what's popular today to become obsolete, and for newer models with better features to take their place. Suffice to say that the information is readily available to anyone who cares to look. Before any decisions are made, however, your DP should thoroughly test the cameras being considered to make sure that you've selected the right one for your particular show. Also, keep in mind that it's not a good idea to use more than one type of camera on any one show, because each has its own post production workflow. If you happen to have a multiple-format show, though, or receive footage from a different source, the data has to be converted to the same format to be able to edit. A good rule of thumb is that the fewer conversions you have to make, the better. In fact, if you need to mix formats and have a choice, it's preferable to mix film elements with your digital footage.

EDITING

An editor will officially start a show a day to a week before the start of principal photography, unless extra time is needed to travel to a distant location. At least one assistant editor will start a week before shooting begins to set up the editing room. On a standard feature, an editor works with one (sometimes two) assistants, and sometimes an apprentice or editorial PA is brought on after principal photography. The first assistant editor is the one who runs the editing room and lets the post supervisor know what type of equipment to order, such as editing system, software, monitors and media storage (unity drives).

The two most popular systems are Avid and Final Cut Pro (both of which can run on laptops). Although you'll find the larger features using Avids, Final Cut Pro is the preferred system among independent filmmakers, as it's much less expensive. These days, editors are editing on standard def and high def (HD). Standard def is faster and less expensive. High def provides a higher resolution, but it's slower and takes up four times the amount of storage.

Digital editing systems are nonlinear and allow the editor to insert, remove or alter scenes (creating different versions of each) without affecting any of the scenes preceding or following the change. The real beauty of these systems is being able to create a certain range of visual effects, add music and credits and create a temp dub right in the editing room or on one's own laptop. The quality of the effects and opticals created on an editing system may not be sufficient for a major studio feature but can work nicely for lower-budget projects and smaller platforms.

Although shows are being edited on computers and no (literal) cuts are involved or even possible – the terms "first cut," "director's cut" and "final cut" are still more commonly used than is the more technically accurate term "assembly." Once the editor's assembly has been completed, if the show is signatory to the DGA, then the director will be allowed so many days or weeks for his or her cut, depending on the type of show. Unless the director is contractually awarded "final cut," the producer and/or studio will have the final cut – the final say as to how the show will go out to the world. Along the way, the remaining components needed to complete the picture are added. These elements would include: inserts, reshoots and/or pickup shots, sound effects and Foley, music, ADR (looping), titles, opticals and visual effects. Simplified, they're the elements (whether on film or digital files) that are mixed together to create a finished product ready for release.

THE DIRECTOR'S CUT

When working on a DGA show, the director is granted a specified minimum number of weeks or days with which to work with the editor in completing his or her cut (version) of the show. Here are the guidelines.

Under the DGA Basic Agreement

- Theatrical Motion Pictures: within ten weeks after the close of principal photography or within a period of time after the close of principal photography equal to one day of editing time for each two days of originally scheduled photography (as such schedule may have been increased or decreased by mutual agreement between the director and the employer), whichever is greater.
- Low Budget Films (anything up to $500,000): within six weeks after the close of principal photography or within a period of time after the close of principal photography equal to one day of editing time for each one day of originally scheduled photography (as such schedule may have been increased or decreased by mutual agreement between the director and the employer), whichever is greater.
- Television shows with a running time of 30 minutes or less: within one day plus time and the opportunity to make changes, if necessary, but not to exceed one more day.
- Television shows with a running time of 60 minutes or less, but more than 30 minutes: within four days.
- Television shows with a running time of 90 minutes or less, but more than 60 minutes: within 15 days.
- Television shows having a running time of 120 minutes or less, but more than 90 minutes: within 20 days.
- Television shows having a running time of more than two hours: 20 days, plus five days for each additional hour in excess of two hours.

Under a DGA Low-Budget Agreement

These are the guidelines for films that have signed one of the DGA's low-budget agreements:

- Films less than $2,570,000: the same number of days as the shoot, with a minimum of 20 days.
- Films budgeted more than $2,570,000 but less than $3,605,000: eight weeks.
- Films budgeted more than $3,605,000 but less than $9.5 million: the same as in the Basic Agreement.

DAILIES

Dailies used to refer to film footage containing the director's selected takes – developed, printed and screened the following day for the director, DP, producer and studio execs to review. We still equate the term "dailies" with viewing selected takes shot the day before, but dailies are rarely seen on film these days. The exception to that comes when directors and DPs wish to screen printed film dailies on a big screen during the first few days or weeks of production to see how they look on film.

Even before anyone on the show views the footage shot the day before, there are people at the lab or post house checking it. Most do this as a matter of routine, but if not, make sure you arrange to have someone from the lab/post house call the production office each morning with a "dailies' check," letting you know that the footage was exposed properly and is undamaged. Often, the DP will be called as well. Set dressers will often wait for this call each morning before striking a set used the previous day. If there's a problem with the footage, the scenes involved will have to be rescheduled, reshot and an insurance claim may have to be filed.

Dailies can now be screened via digital projectors calibrated to simulate a film look and also streamed or fiber optically transmitted via virtual private networks from anywhere to anywhere in the world. They're often screened on a large plasma monitor set up in the editing room or using an HDCAM deck and plasma monitor set up on-set (the monitor should be at least 27"). It's also common to provide producers, directors, DPs and studio execs with dailies on DVD. As in all other phases of post, the options of how to view dailies increase as the technology evolves.

The protocol is that the director view dailies first and then consent to let everyone else see them.

The routing of dailies, how they're going to be viewed, where they're going to be viewed and who gets to see them are decisions driven by the director and studio, network and/or production company and coordinated by the post production supervisor as well as the UPM and production coordinator.

POST PRODUCTION SOUND

Sound editing, ADR, foley, music scoring and dubbing are the components of post production sound. Much of this work is done by sound effects facilities, where sound editing equipment and software have been developed to be compatible with (and to read the files of) digital editing systems.

Files from a digitally edited show are loaded onto the sound editing system's computer with the help of an edit decision list (EDL). Without an EDL, each sound take must be manually loaded into the system, taking three times as long. The digital equipment also allows sound editors and sound designers the ability to listen to several tracks simultaneously while in the process of building their sound effects units.

Various release optical print sound track formats such as SR, SRD, SDDS and DTS have been developed by different studios and companies. All are available in digital

formats, and each requires its own license. The producing entity of your picture, where it's being dubbed, the cost of a licensing fee (if applicable) for the use of a specific system, overall budgetary and scheduling considerations and personal preferences will help you and your post production supervisor determine which system should be used for your film.

Sound effects facilities and sound designers are now frequently getting involved with pictures during preproduction by working in conjunction with sound mixers in relation to production sound and how it will be recorded.

SCHEDULES AND WORKFLOW

From camera through delivery, there was a time when all film followed the same route. Not so anymore. Not only is every type of show handled differently, but changing technologies continuously offer new options and post production schedules vary. Half-hour television shows are being completed in 2 weeks; one-hour shows in 4 to 6 weeks; two-hour movies for television in 12 weeks and cable movies in 18 to 20 weeks. Some features are completed in 12 weeks from the completion of principal photography and others take 6 to 8 months. Schedules vary greatly depending on the format (film, video, digital or a combination of more than one), the platform (theatrical feature, TV, Internet, video game, etc.), the delivery requirements, delivery date and your budgetary considerations.

Another consideration in determining the length of a schedule is whether a show's going to be previewed. If so, how may previews? A preview is when a picture that's not locked (or final) is screened for an audience. It could be a "friends and family" preview or a recruited audience set up in a targeted city and theatre, arranged by a professional preview company. The audience's comments and reactions are assessed and changes are made accordingly. Predubbing is necessary prior to each preview, and a certain amount of restructuring is required following each screening to facilitate appropriate changes. The feedback from previews can be exceptionally beneficial to the success of a film, but most lower (and some moderately) budgeted films can't afford the additional time and expense, whereas larger budgeted films often have several previews before a final cut is locked in. Each preview adds about a week to your post schedule.

The following illustrates common post workflow patterns for both shows shot on film and finished digitally and those shot and finished digitally.

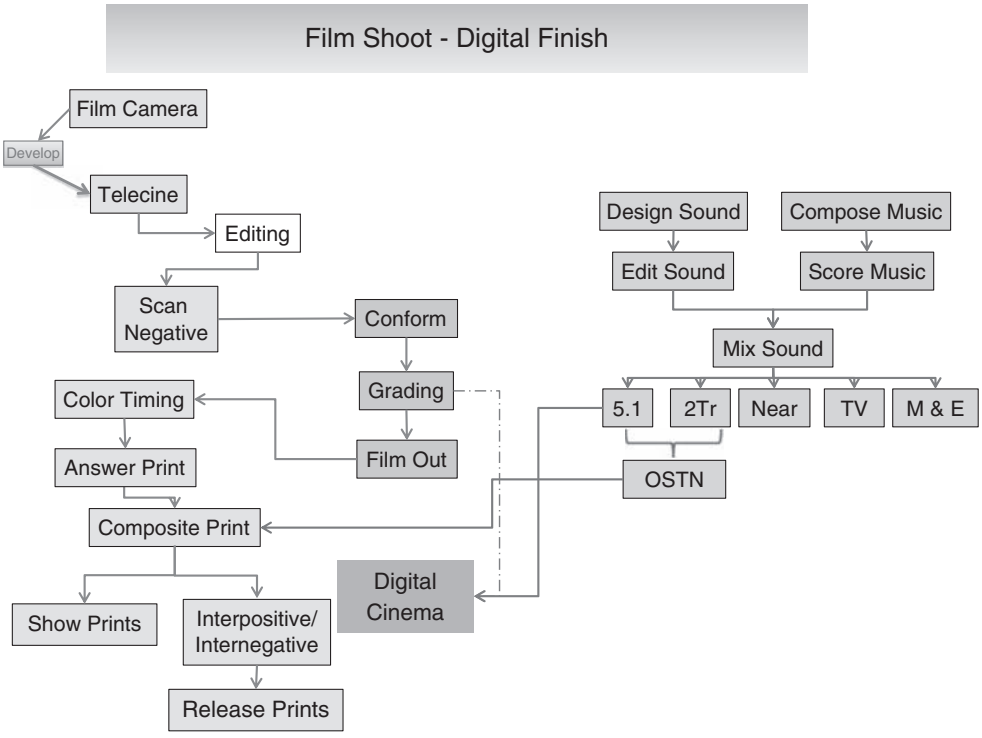


FIGURE 30.1

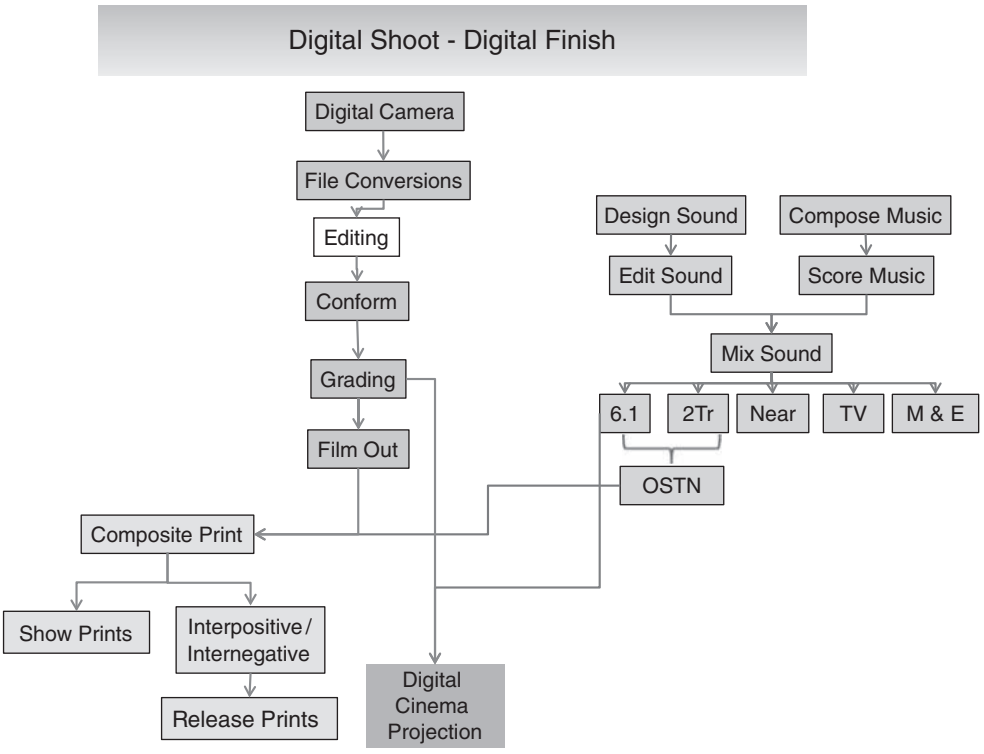


FIGURE 30.1—cont'd

SCREEN CREDITS

Screen credits encompass both main titles and end credits. Main titles are the names usually seen at the beginning of a picture, although on some shows, they all appear at the end. And – not to be confused with main titles that appear at the tail of a picture, end credits always appear at the end, usually on what's called a crawl (a continuous list of names and titles that "roll" from the bottom of the screen on up).

One of the things a production manager or coordinator is asked to do before wrapping a show is to supply the company or producer with a list of tentative screen credits – a first pass at assembling the credits.

If your film is for television, check the network's delivery requirements as to their format, which will include the amount of time you have to run screen credits. The number of screen credits a producer is able to give (other than those that are contractual or required by the unions and guilds) is greatly influenced by the limited amount of time allowed to run them. If you're working on a studio picture, you're likely to receive the studio's credit guidelines from a Screen Credits Administrator or the Post Production Department. And although each of the major studios has its own guidelines, in general, there are fewer restrictions in feature credits than there are in television. That's why you'll see some features that save all the credits for the end and others where the end credits seem to go on forever – listing every last driver, laborer and cook's helper (no offense to drivers, laborers and cooks' helpers who work hard and more often than not deserve the recognition).

As post production progresses, contracts and deal memos are combed through by a screen credits administrator, staff from Legal and/or Business Affairs and the post production supervisor to verify contractual screen credit provisions and the correct spelling of names. Studio/network policies as well and union/guild credit guidelines are taken into consideration and revised versions of the credits are released. Copies are usually sent to the producers, director, production and post production executives for review and comment. I'd like to say that the final version is always perfect, but occasionally, a valued member of the crew will inadvertently be left off of the crawl or names will be misspelled. It's something that everyone feels badly about, and the fact that it occurs at all is a good reason for credits to be checked and checked again before finalizing.

Union and guild requirements govern the placement of certain screen credits; others are given based on an unwritten industry-accepted pecking order. Some are negotiated before the beginning of principal photography, and others are given at the sole discretion of the producer after the completion of principal photography. The following are basic union/guild regulations pertaining to screen

credits and examples of what a reasonable set of motion picture credits might look like. Note that you're not bound by specific union or guild requirements if you're not a signatory to that particular union or guild; however, many of the union rules pertaining to screen credit placements are also routinely utilized on nonunion shows. Again, be aware that much of the positioning is negotiated and determined by the producer, studio or network.

Directors Guild of America (DGA)

Director – Theatrical Motion Pictures

The director of the film shall be accorded credit on a separate card in a size of type not less than 50% of the main title or of the largest size credit accorded to any other person, whichever is greater. (Note that if more than one director is given credit, then that 50% may be reduced to 30% for each director.) Such credit shall be on the last title card appearing prior to principal photography or the first card following the last scene of the picture. The words *Directed by* must be at least one-half the size used to accord credit to the director's name.

Director – Television

The director shall be given credit in the form *Directed by* on a separate card, which shall be the last title card before the first scene of the picture or the first title card following the last scene of the picture. However, in the case of split credits, where credit is given to any person before the first scene of the picture, the director shall be given the last solo credit card before the first scene of the picture. The director's name on the screen shall be no less than 40% of the episode or series title, whichever is larger.

Note: The DGA has a provision stating that no one other than the director can use the word "director" or "direction" in their screen credit title (or in paid advertising credits). Although the titles of Art Director and Director of Photography were established prior to this provision, it would apply to the title of Casting Director (or any other title with "director" in it). That's why a casting director's screen credit would merely read *Casting by* _____.

Unit Production Manager/First Assistant Director/Second Assistant Director – Theatrical Motion Pictures and Television

Employer shall accord credit in a prominent place (no less than a separate card, or its equivalent in a crawl, shared by no more than three names) on all positive prints of each feature or television motion picture. (This is customarily the first card in the end credits, unless the end credits begin with the cast crawl or credit to co-stars or featured actors.) The only technical credits that may receive a more prominent place shall be those of the director of photography, the art director and the editor. The order of names on the card shall be the unit production manager in first position, first assistant director in second position and then key second assistant director (or second assistant director) in third position. Their proportion to each other on the card shall be one-third of the card for each credit, and all names shall be in the same size. When the titles appear in a crawl, appropriate spacing of the names must be made, so that the UPM's and AD's credits appear alone on the screen, on a clear field, with no other credits visible.

If you wish to give your unit production manager the screen credit of production manager, it must be with the prior approval of the DGA.

Note: The DGA requires that you submit your tentative screen credits to them for approval of "Compliance with Credit Provisions." The previous paragraphs summarize their credit provisions, but you can check the DGA basic agreement for a complete list of credit guidelines.

Screen Actors Guild (SAG)

Performers – Theatrical Motion Pictures

Producer agrees that a cast of characters on at least one card will be placed at the end of each theatrical feature motion picture, naming the performer and the role portrayed. All credits on this card shall be in the same size and style of type, with the arrangement, number, and selection of performers listed to be at the sole discretion of the producer. In all feature motion pictures with a cast of 50 or less, all performers shall receive credit. In all other feature motion pictures, not less than 50 shall be listed in the cast of characters required at the end of each feature motion picture in connection with theatrical exhibition, excluding performers identified elsewhere in the picture. Stunt performers need not be identified by role.

Performers – Television Motion Pictures

As for theatrical motion pictures, there should be at least one card at the end of each television motion picture naming the performer and role portrayed. Any performer identified by name and role elsewhere in the picture, or any performer playing a major continuing role and identified by name elsewhere in the picture, need not be listed in the cast of characters at the end of the picture.

Note: When two lead actors of equal renown star in the same film, their main title screen credits are often placed side by side. In an effort to remain impartial, the position of the credits in the main title of the film are often switched for the paid ads. These credits are also subject to the performers' individually negotiated contracts.

Writers Guild of America (WGA)

Writers – Theatrical and Television Credits

Credits for film and television projects under WGA jurisdiction (i.e., employment for writing work is covered by a contract from a WGA-signatory company) are subject to Guild final determination. There are rules about what credits can be accorded, shared credit and order of names (if more than one writer), card placement (e.g., immediately adjacent to title cards of the director's credit) depending on the particular project and whether it's theatrical or television, and parity of credit (regarding, for example, font size and type).

For detailed information on WGA screen and television credit guidelines, go to www.wga.org/content/subpage_writersresources.aspx?id=167 or call the WGAW Credits Department at (323) 782-4528.

Other Significant Screen Credits

Producers' Credits

Co-producer or Associate Producer credits customarily appear following the Music credit and before Costume Designer. Executive Producer and "produced by" credits appear after Director of Photography and before the writer's credit.

Casting

"Casting by" is a contractual credit, not a guild requirement. It usually follows the last (main title) cast credit.

Music

"Music by," "Music Composed by" or "Music Composed and Conducted by" customarily appears following the casting credit if contractually required to appear in the main titles.

Film Editor

On an IA show, credit shall read: "Edited by," "Editor" or "Film Editor" and shall be given only to the editor who edits the material for content, continuity and narration concept. Such credit shall be on a separate card in a prominent place (generally placed adjacent to the Production Designer credit).

Art Director/Production Designer

On an IA show, credit shall be on a separate card adjacent to the Director of Photography credit. The title "Production Designer" or "Production Design(ed) by" cannot be used unless written approval is obtained from the local union. The only technical credit that may receive a more prominent placement is the Director of Photography. Many shows now have a production designer and an art director. When that's the case, the art director receives a prominent position in the end credits among the first of the technical credits (usually right before the set decorator).

Director of Photography

On an IA show, credit shall be given on a separate card adjacent to the group of cards for the Producer, Writer and Director in whichever order such cards appear in such grouping.

Costume Designer

Although credit is not mandatory, it's customarily given to members of the Costume Designers Guild. If given, it should read, "Costumes Designed by," "Costumes by" or "Costume Designer." The credit shall be on a separate card and the size equal to the Production Designer and Director of Photography credits.

Set Decorator

There is no regulation calling for the specific placement of this credit other than the tradition of placing it in a prominent place. It's usually one of the first of the technical credits in the end crawl – appearing directly after the Art Director credit.

Costumers

On an IA show, the individuals designated as the costumers in charge of men's and/or women's costumes must be given screen credit.

Hair and Make-Up

Union regulations require that screen credit must be accorded to the individuals designated as the head make-up artist and head hair stylist.

Alternative Titles

Here are some alternative titles that some studios and producers are choosing to use:

Gaffer	Chief Lighting Technician
Best Boy Electric	Assistant Chief Lighting Technician
Electricians	Lamp Operators
Key Grip	First Company Grip
Best Boy Grip	Second Company Grip
Dolly Grip	Dolly Grip Operator
Camera Loader	Film Loader
Leadman	Leadperson
Swing Gang	Set Dressers

Sample Screen Credits

Aside from union and guild requirements and individual contractual obligations, every studio, every producer, has a little different way of doing this. This is just one example:

SAMPLE MAIN TITLES

Theatrical Motion Picture

These would appear on separate cards:

Studio or/or production company logo

_____Presents	(name of producing entity)
A_____Production	(name of producer or production company)
A_____Film	(name of director)
_____	(name/s of lead cast member/s if contractually granted name above the title)
"Picture Title"	
_____	(below-title actors granted single card credit based on contractual order)
_____	(actors granted main title credit on shared cards)
_____	
_____	
And_____	(the last cast credit is almost as distinctive as the first and is accentuated by the "And. . .")

Casting by
Music by
Co-Producer
Costume Designer
Edited by
Production Designer
Director of Photography
Directed by

SAMPLE END CREDITS

Theatrical Motion Picture

Instead of on individual cards, these credits would appear on a crawl. To accentuate specific credits, space can be (and usually is) placed between certain groupings of names and titles (or roles) to simulate the look of a separate card.

_____as_____	(cast of 50 or less, all performers receive credit. Cast of more than 50, not less than 50 must be listed.)
_____as_____	
_____as_____	
Unit Production Manager _____	(shared by no more than three names, the same size and style of type.)
First Assistant Director _____	
Second Assistant Director _____	

Associate Producer _____
Visual Effects Supervisor _____

Art Director
Set Decorator
Camera Operator
First Assistant Camera
Second Assistant Camera
Steadicam Operator
Still Photographer
Script Supervisor
Production Sound Mixer
Boom Operator
Cableman
Property Master
Assistant Property Master
Costume Supervisor
Women's Costumer
Men's Costumer
Key Make-Up Artist
Make-Up Artist
Key Hair Stylist
Hair Stylist
Chief Lighting Technician
Best Boy Electric (or Assistant Chief Lighting Technician)
Electricians
Key Grip (or First Company Grip)
Best Boy Grip (or Second Company Grip)
Dolly Grip (or Dolly Grip Operator)
Grips
Video Assist
Location Manager
Assistant Location Manager
Second Second Assistant Director
DGA Trainee
Production Supervisor
Production Coordinator
Travel Coordinator
Assistant Production Coordinator
Production Secretary
Production Accountant
First Assistant Accountant
Second Assistant Accountant
Payroll Accountant
Casting Associate
Casting Assistant
Background Casting
Unit Publicist
Art Department Coordinator
Set Designer
Production Illustrator
Previsualization Designer
Storyboard Artist
Leadperson

Swing Gang (or Set Dressers)
Construction Coordinator
Labor Foreman
Greens Foreman
Paint Foreman
Standby Painter
Special Effects Supervisor
Special Effects Coordinator
Special Effects Technicians
Transportation Coordinator
Transportation Captain
Animal Trainer
Animal Handler
Craft Service
First Aid
Technical Advisor
Studio Teacher
Assistant to the Producer
Assistant to the Director
Assistant to the (Star)
Production Assistants
Acting Coach
Post Production Supervisor
Supervising Sound Editor
Re-Recording Mixers
Assistant Editor
Sound Editor
ADR Editor
ADR Mixer
Sound Effects Editor
Foley Artists
Foley Editor
Re-recorded at _____
Music Editor
Orchestrator
Orchestrations
Title Design
Titles & Opticals
Color Timer
Visual Effects by _____

The Prouducers Wish To Thank
_____
_____
_____
_____
_____
_____

Filmed at_____

Songs

_____

_____
_____
_____
_____

Soundtrack on_____

Camera Credit

Grouping of logos or "bugs" as required

(i.e., Prints by_____, Kodak, AVID, Dolby™Digital, DTS™ Sound, SDDS Sony Dynamic Digital Sound, MPAA#, IATSE bug)

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All Rights Reserved

(When applicable)
American Humane's "No animals were harmed" disclaimer

(When applicable)
The characters and events depicted in this photoplay are fictitious. Any similarity to actual persons, living or dead, is purely coincidental.

Distributed by

Studio/Production Company logo

STANDARD DELIVERY REQUIREMENTS

Delivery requirements are those elements that must be turned over to the studio or distributor of your picture at the completion of post production. The sooner you get a list of delivery requirements, the sooner you can start assembling the necessary elements.

The following is a list of some standard delivery requirements. You may not be asked for everything on this list or may be asked for something that's not here, but the specifications will be similar, as these are fairly standard requirements. The studio or distributor will let you know the quantity needed of each element requested.

Negative and Picture Elements

- Negative: the original 35mm picture negative, edited and assembled with main and end titles and conformed to the final release version. If the picture is completed digitally, access to the 35mm DI output negative.
- Composite Answer Print: a complete first class composite 35mm positive print of the picture, fully color corrected with complete main and end titles and composite sound track. Independent films will often need one or two composite prints for shipping to film festivals.
- Digital Stereo Optical Soundtrack Negative: a 35mm optical soundtrack negative, SR/SRD/SDDS/DTS (as applicable).
- Show Print: a composite, fully timed print of the picture made from the cut negative (or the internegative if the picture was shot in super 35) and the stereo optical sound negative in synchronization with and conformed to the final edited version of the picture.
- Interpositive (IP): an intermediate film element of the picture made from the fully conformed cut negative or DI output negative (a positive print shot onto negative stock)
- Duplicate Negative (Internegative): a second-generation negative made from the interpositive for the purpose of striking additional release prints or to use as a video master if needed.
- Check Print: a (director-approved) composite check print made from the internegative.
- Textless Backgrounds: a clean background interpositive, internegative and M&E printmaster to be used to make foreign-language prints.
- Work Materials – Picture: access and loan of all original negative and positive print/videotape of all cutouts, trims, lifts and all other material photographed or recorded in connection with the picture. Access and loan of all dailies, project files and source materials.

Sound Elements

- All audio masters.
- Stereo Master Stems for SR/SRD/SDDS/DTS release (as applicable).
- 6-Track Dolby SRD Stereo Printmaster.
- 2-Track Dolby SR Stereo Printmaster.
- Digital Magnetic Optical Disk.
- CD-ROM DTS (if applicable).
- 6-Track Dolby SRD Stereo Music & Effects Tracks.
- 6-Track Dolby SR Stereo Music & Effects Tracks.
- 2-Track Dolby SR Stereo Music & Effects Printmaster.
- 6-Track Stereo Split Track Master.
- 2-Track Stereo TV Final Mix & TV M&E.
- Source Music and Composer's Score.
- All sound work materials.

Videotape Masters

- HDCamSR digital 4×3, 16×9 and 16×9 letterbox full frame masters made from the 35mm interpositive or from the data files used in the DI process with the 5.1- and 2-track stereo mix, M&E and textless background.
- A down-converted Digibeta NTSC 4×3 full frame master and a 16×9 full height anamorphic master made from the HD D5 digital 4×3 master.
- A down-converted Digibeta PAL 4×3 full frame master and 16×9 letterbox anamorphic master made from the HD D5 digital master.
- DA88 6-Track Conformed Printmaster.
- DVD Screening Disks.

Publicity Materials

- Stills: all publicity photos taken in connection with the picture, including physical prints, negatives and electronic versions approved by all persons possessing approval rights over such prints. Each image must come with an explanatory caption. Electronic images must be 300 dei resolution when sized at approximately 8×10 inches.
- Publicity Material: all publicity and advertising material that may have been prepared in connection with the picture, including press books; posters; biographies of individual producer(s), director(s), writer(s) and featured players; production notes and interviews.
- Synopsis: a synopsis of the story of the picture.
- An EPK on Digibeta, a featurette (if applicable), a copy of all B roll, transcripts and tapes of all interviews, TV specials, commentaries, "making of" specials and any other similar advertising materials created in connection with the picture and suitable for DVD "extra" material.
- Trailers: if a trailer is made by the licensor or any third party, delivery of same elements may be required.

Music Documents

- Music Cue Sheets: both hard electronic copies of the music cue sheets of the picture and any other materials that contain music. The music cue sheets are to include: (1) the title of the musical compositions and sound recordings if applicable; (2) names of the composers and their performing rights society affiliation; (3) names of the recording artists; (4) the nature, extent, and exact timing of the uses made of each musical composition in the picture; (5) the name and address of the owner of the copyright of each musical composition and sound recording; and (6) the name and address of the publisher and company that controls the sound recording.
- Licenses: certified copies of signed synchronization licenses, master use licenses, library licenses and composer agreements authorizing the use of all music and lyrics for the applicable running time in the picture in perpetuity throughout the universe in all media.
- Personal Service and Composer Contracts.
- Music Publishing Rights: copies of all agreements conveying to owner the exclusive, perpetual and worldwide right to own, copyright, administer, distribute, sell, grant, license, use and perform the music and/or lyrics of all original music compositions as well as the underlying background score embodied in the soundtrack of the picture.
- Sound System License: a copy of the Producer's Licensing Agreement (if applicable) for a specific sound system used in the dubbing (final mix) of the picture (i.e., Dolby, Sony, and so on).
- Song Lyrics: copies of all song lyrics (if applicable) for purposes of closed captioning.

General Documents

- Screenplay: the final screenplay or shooting script as well as the original lined script prepared by the script supervisor.
- Access Letters: letters sent by the producer to the lab(s), sound facility and/or any storage facility where elements of the picture (not already delivered to the distributor) are being stored that give the distributor access to these elements. The distributor will require copies of all access letters in addition to the name(s) and location(s) of the facilities where all undelivered elements are being stored and a detailed inventory of the elements being kept at each location.
- M.P.A.A. Rating/Title Registration: a certificate evidencing the rating from the Motion Picture Association of America, Inc., Code and Rating Administration and a production code number as well as evidence that the picture's title has been registered under the MPAA's Title Registration Bureau.
- Proof of Copyright Ownership: copies of the producer's registration, claim to copyright in the picture

and the screenplay upon which the picture is based; and, when available, copies of the Certificate of Registration.
- Contracts: copies of all licenses, contracts, releases, clearances, assignments, and/or other written permissions from the proper parties for the use of any musical, literary, dramatic and other materials of whatever nature (including logos, trademarks, art work, brand names, etc.) used in the production of the picture (including but not limited to all employment contracts with actors, directors, producers, writers and composers).
- Final Cast and Crew Lists.
- Final Cost Report: an itemized statement of the final negative cost of the picture.
- Short Form Assignment: a signed and notarized original Short Form Copyright Assignment or instrument of transfer conveying the rights in the Picture to Distributor.
- Proof of Errors and Omissions Insurance prepaid for three years commencing upon delivery of picture and naming Distributor as an additional named insured.
- Short Form Chain of Title: an original signed and notarized short form Chain of Title in a form to be approved by the distributor.
- Certificates of Origin: a signed and notarized original Certificate of Origin and Certificate of Nationality certified by the official applicable government body in the country of origin.
- Screen Credits: a complete list of the final main and end titles of the picture, and the names of all persons to whom the producer is contractually obligated to accord credit in any paid advertising, publicity or exploitation of the picture.
- Restrictions: copies of dubbing and subtitling restrictions relating to the replacement of actors' voices, including the dubbing of dialogue in a language other than that in which the picture was originally recorded; and copies of any contracts evidencing third party approval rights with regard to editing the picture.
- Stock Footage/Clips: copies of all valid license agreements from all relevant parties permitting the use of any stock footage or film clips used in the picture and granting the producer worldwide and perpetual use of such footage.
- Unions and Guilds: if the picture is an IATSE signatory, then a copy of the IA seal (bug) and a letter of Producer's agreement to use such seal. Copies of all union and guild agreements. A letter stating the names of all American and foreign union and guild members who rendered services on the picture. Copies of SAG's "Final Cast Report," a list of DGA and WGA members, along with main and end title credits, signed and approved by DGA and WGA representatives. And all documents and information necessary for the distributor to comply with all residual obligations (including a list of performers whose performances were cut out of the picture).
- A certified statement containing the name and address of each participant in net profits to whom the distributor must account and make payment.
- A director's letter of approval

Work Materials

- Outs and Trims: the negative and positive prints of all cutouts, outtakes, trims, second takes, tests, sound effects tracks, dialogue tracks and music tracks made in connection with the picture, which may be used to manufacture trailers and for purposes of exhibiting and exploiting the picture.
- All soundtrack cutouts, outtakes, trims and lifts.
- The 35mm edited work print picture and sound.
- All original production dialogue or other recording, all dialogue units and predubs, all sound effects and music units.
- A copy of all Edit Decision Lists, logs and other databases created during post production.
- The Editor's Code Book, indicating the key negative (edge) numbers, the laboratory negative assembly roll number, the production sound roll number for all scenes printed and delivered during production of the picture and also indicating the Daily Code Numbers or copy thereof.
- Originals or copies of all camera reports, lab film reports or sound recordings and transfer reports delivered during the production of the picture.
- An inventory of all editorial film materials (film and sound) used or manufactured during post production.

POST PRODUCTION TERMINOLOGY

Although there's an extensive glossary of terms at the back of the book, the following words and terms are specific to post productions.

3D (three-dimensional): a visual image that has the appearance of depth and field and is created by presenting a slightly different image to each eye.

Ambient Sounds/Effects: room tone – the presence of the room.

Anamorphic: an image that has been stretched vertically in-camera or during the post production process to create a widescreen picture that fills up the entire screen.

Answer Print: as a film term, this is the first acceptable release print struck from the original negative that combines sound and picture. In the digital world, this would refer to a "film out" or the transfer of picture from a digital intermediate back to film.

Automatic Dialogue Replacement (ADR): also referred to as "looping," this is the rerecording of production dialogue that has been deemed unusable for any

number of reasons (airplane flying overhead during the take, unintelligible dialogue, etc.). The actors repeat the dialogue while watching themselves projected on a screen and listening to the sound track on earphones as it was originally recorded on the set. The new dialogue that's being recorded must match the lip movement of the actor on the screen. Looping also encompasses the adding of off-stage dialogue that had not been previously recorded or miscellaneous crowd or background voices (walla). These are also done while the actors view the projected scene.

Analog: the common form of any magnetic recording (i.e., audiotape or videotape) in which the recorded waveform signal maintains the shape of the original waveform signal. (Digital recording converts an analog audio or video signal to a digital signal.)

Aspect Ratio: the ratio of screen width to height. Among others, 4:3 (or 1.33:1) refers to standard definition television; 1.85:1 refers to what's called Academy Standard Flat (the aspect ratio used for feature films) and 16:9 (or 1.78:1) refers to the aspect ratio used for HDTV and/or widescreen.

Auto Assembly: the combining of edits on videotape conforming to an edit decision list (EDL).

B Negative: a film term referring to footage shot but not usually printed, because it doesn't contain the director's circled takes. In relation to videotape, it also refers to alternative takes.

Blu-Ray; An optical disc storage medium designed by Sony to supersede the standard format. Its main uses are for storing high-definition video, PlayStation 3 games and other data that can record and play high-definition video.

Check Print: the first film print used to check color corrections.

Chroma Key: a technique for mixing two video images together – one of them being a saturated color (usually blue or green) that's removed or made transparent, revealing another image behind it. This is what you see when the weather man stands in front a large map pointing out weather conditions, except in reality, he's actually standing in front of a large blue or green background.

Chrominance: the signal used in video systems to convey the color information of the picture.

Codec: a way of converting an analog signal or stream to digital form, and traveling in the opposite direction, converting a digital signal to analog. Derived from "compressor–decompressor," a codec refers to a system by which media is encoded and compressed or a way of encoding audio or video into a stream of bytes.

Coding: a film term referring to the printing of matching numbers along the edge of the work print and the sound track for the purpose of maintaining synchronization while cutting the picture.

Color Correction: another term for *color timing*, this is a process done at a motion picture film lab or produced digitally through a digital intermediate and refers to altering or highlighting the scene-to-scene color of a film.

Color Timing: the manipulation of film's three primary dye layers – red, green and blue, in a process of changing, complimenting or illuminating the scene-to-scene color of a film as it was shot. Supervised by a color timer, the cinematographer's original intent is enhanced through a printing process conducted at a motion picture film lab.

Composite Print: a film print that contains a sound track on the same strip of film.

Compression: the squeezing of digital data into a smaller space to reduce storage, transmission and processing costs while retaining maximum quality.

Conform: the syncing of audio to picture. It also refers to the creation of a multitrack audio element that can hold several different languages or to the reassembly of picture elements (such as scans) into the final sequence.

Cue Sheets: a document that indicates the location of audio tracks.

D1 (Component): an uncompressed standard definition VTR format developed by Sony – a digital method of recording a signal in which the elements of luminance (brightness and darkness) and the three primary colors of red, green and blue are recorded separately rather than combined, allowing each to be enhanced individually.

D2 (Composite): a lower-cost alternative to D1 developed by Ampex – this digital method of recording stores data by combining all elements as a single composite signal in order to save bandwidth.

D3: a half-inch uncompressed video format developed by Panasonic with four audio channels.

D5: also developed by Panasonic, this half-inch compressed video format has eight audio channels and records standard definition and HDTV.

D6: a half-inch HD (uncompressed) component video format that has eight audio channels.

D9 (Digital S): an uncompressed digital format with four channels of audio and replays S-VHS.

D-Cinema: digital cinema projection system.

Dailies: in the olden days, also known as "rushes," this is footage that has been shot, rushed to the lab to be developed, processed and (sometimes) printed, and the next day, transferred to other media formats (such as videotape, digital hard drive and DVD) for viewing.

DAT: digital audiotape.

DCDM: digital cinema digital master.

DI Suite: a facility that offers clients large-screen projection through all phases of the digital intermediate process – a place where they can assemble/edit, conform and handle primary color grading, visual effects and final mastering to film. The suite offers film

scanning and laser recording and the transfer from any source material and output to film.

Digital: converting an analog (waveform) signal to a numerical signal.

Digital Cut: outputting digitized material (footage, sound and music) onto videotape or a hard drive.

Digital Intermediate (DI): the process of digitizing film, manipulating color and other characteristics and then re-outputting to film. It's the digitally created original negative used for release printing, which has quickly become an industry standard.

Digitize: the process of converting an image into digital data for storing.

Digitizing: the loading of material – videotaped footage, sound and music into a digital editing system.

DPX: Digital Picture Exchange – a common file format for DI and visual effects work (10 bit DPX files are currently the industry standard).

DTV: digital television.

Dubbing: the process of duplicating an image from videotape or HD. As a film term, it can also be referred to as "mixing" – the blending of dialogue, music and sound effects.

Dupe (duplicate) negative (or internegative): a second-generation negative made from the interpositive for the purpose of striking additional release prints.

Dust Busting: the process of painting out dust, dirt and scratches on digital media

DV: digital video (a standard definition tape and data format).

DVD: (digital versatile disc or digital video disc) – an optical disc storage media format used to store video and data. They store six times as much as CDs. High-density optical disks can be played on a computer or television set – for storing large amounts of data, especially high-resolution audio-visual material.

Edit Decision List (EDL): list of edits created during the editing process.

Encode: the process of taking video or audio data and writing it out to a file or tape in a specified format.

Fade: a transition from a shot to black where the image gradually becomes darker (a Fade Out) or from black where the image gradually becomes brighter (a Fade In).

File Conversion: the process of converting one format to another.

Film Out: the process of creating a film interpositive or dupe from a digital image.

First Trial Print: the first complete print of the film with sound track, opticals and titles struck from the cut original negative – and one is only struck for a film finish.

Fixes or Sweetening: this involves going back after the dubbing has been completed to make adjustments to the sound track.

Foley: a method of recording sound effects that involves physical movement (such as footsteps) that can be duplicated on a sound (foley) stage. These effects are recorded by a foley artist who reproduces the exact movement on the stage while watching the action being projected on a screen.

Grading (or "Color Grading"): referring to digital color correcting, this is the process of altering and enhancing the color of a motion picture or television image. (Digitally grading a show is like Adobe Photoshop for movies, as colors can be adjusted on individual objects and people and lighting can be altered.)

HD: high definition – a term for a video signal that creates a significantly higher resolution than standard definition footage.

Inserts: brief shots used to accentuate a story point. They're usually close-ups or extreme close-ups and can include anything from the time on a wristwatch to a hand writing a note. If time restrictions didn't allow for inserts to be shot during production or if it's decided after the completion of principal photography that an insert is needed, they can easily be shot on a small stage anywhere and at any time. Depending on the shot, the actual actors are generally not needed. It's important, however, that the props and the wardrobe match exactly.

Interlace: the process of creating an image from two fields that combine to create a full image.

Interlock: projecting picture and playing sound simultaneously.

Interpositive: a fine grain positive print of the picture made from the cut negative or DI and used to make a duplicate (dupe) negative.

Internegative (or dupe negative): a second-generation negative made from the interpositive for the purpose of striking additional release prints.

Layback: transferring the finished audio track back to the master videotape.

Laydown: recording sound from an audio source or video element onto another audio element.

Letterbox: the process of transferring film shot in a widescreen aspect ratio (16:9) to a standard-width TV format (4:3) while preserving the film's original aspect ratio. This is by matting the top and bottom of the screen with black bars.

Look-up Table (LUT): used by the Telecine facility to apply a look to the raw, scanned negative that will closely approximate what the digital image would look like once it's timed and printed to film. There are LUTs developed for individual types of film stock and are proprietary to the lab that created them.

Looping (see Automatic Dialogue Replacement/ADR)

Sound Mix: mixing five separate tracks: 6.1 stereo, 2-track stereo, Near (sound that's mixed for home viewing), TV (in which all offensive words are removed), Music & Effects

MJPEG (or Motion JPEG): based on the JPEG image compression standard developed by the Joint

Photographic Experts Group, which is the standard used for the transfer of a single image or frames over the Internet and World Wide Web – the Motion JPEG standard is actually the JPEG standard applied to all the frames of video in a sequence. MJPEG was primarily developed for broadcast television editing for use with non-linear video editing systems. It stores all frame information in a compressed format and allows the editor to easily view individual frames in a sequence.

MOS: shooting without recorded sound.

MPEG: a group of standards developed by the Motion Picture Experts Group in order to improve compression capabilities for video and audio used in the entertainment industry.

Negative: the complete 35mm picture negative and the optical sound negative in perfect synchronization with the picture negative cut and assembled to conform to all respects to the edited work print.

Negative Cutter: the individual who edits the exposed negative to match the final edited version of a picture.

NTSC (National Television Standards Committee): this defines the 525-line, 30-frame-per-second television standard considered "standard definition" in the United States, Canada, Mexico, Japan, and a few other countries.

ODN: original digital negative

Off-Line Editing: applying to video only, this is the process in which the raw footage is copied and edited at a lower resolution than the final output, and an online EDL is created to be used in the final assembly of a picture.

On-Line: this process is to an electronic edit what a negative cutter is to a picture completed on film. Using an EDL as reference, the locked edited picture is conformed onto high resolution media to create a final output.

One Light: common term for transferring dailies. Also refers to the actual telecine transfer in which the film is color graded on the first shot and the settings are applied to the rest of the reel.

Optical Sound Track: the transferring of the print master to optical stock, which is then combined with the negative, internegative or ODN to make a show print.

Opticals: visual effects such as dissolves, fades, enlargements, wire removal, etc. This may also include titles when they appear over action or refer to video effects. Visual effects/opticals can now be created right on most editing systems.

OSTN: optical sound track negative.

PAL (Phase Alternate Line): The 625-line, 25 frame-per-second television standard used in Western Europe, India, China, Australia, New Zealand, Argentina and parts of Africa.

Pan and Scan: a method of converting a widescreen image to a 4:3 (standard television) aspect ratio for projection or television.

Pixel: derived from picture elements – this is the smallest unique point of a digital video image. In a digital video, a picture is divided up into thousands of pixels, each identified by its luminance, chrominance and position information.

Predubbing: the mixing of several sound tracks together prior to the final mix. (Predubbing used to be done on a "dubbing" stage. It can now be done on all electronic editing systems.)

Print Master: combining all mastered stereo tracks into a single piece of magnetic sound track

QC (quality control): the act of checking audio, video or film elements for technical specifications and visual/audio defects

QuickTime: cross-platform video compression software developed by Apple that allows a computer user to play various formats of digital video, media clips and sound files.

Realtime: the ability to interact with data as it's being created.

Release Prints: a complete first-class composite 35mm positive print of the picture, fully color corrected with complete main and end titles and composite sound track.

RGB (red, green, blue): the primary colors used to make images in monitors, cameras and digital projectors.

Scoring: the recording of the music that's to be used in a film.

SECAM (*Séquentiel couleur à mémoire*): the 625-line, 25 frame-per-second television system developed in France and used in France, Eastern Europe, Russia and parts of Africa.

(SMPTE) Time Code: an electronic indexing method used for editing and timing video programs. The time code denotes hours, minutes, seconds, and frames elapsed on a videotape. SMPTE refers to the Society of Motion Picture and Television Engineers, the organization that set up this time code system.

Sound Designer: the person responsible for designing and creating the overall sound of a film.

Sound Effects: the adding, replacing, or enhancing of sounds of any kind that aren't recorded during production or were recorded but deemed unusable. Sound effects can include anything from the sound of a kiss to that of a major explosion.

Spotting: running the picture with the composer to determine where music will begin and end for each scene. Running the picture separately for the sound effects editors to determine where and what sound effects are to be added and/or enhanced and for the dialogue editor to determine where dialogue needs to be replaced and/or added.

Standard Definition Television (SDTV): offers the ability to transmit four or more standard-quality programs (equivalent to NTSC) using the same channel. SDTV

incorporates stereo sound plus a wide range of data services. It displays picture and sound without noise or interference.

Streaming: the process of playing a file that has been specifically encoded so that it can be played while it downloads, instead of having to wait for the entire file to download. As part of the streaming format, there's usually some form of compression included.

Sweetening: The enhancing of sound or video. Video sweetening is also referred to as color correction.

Syncing Dailies: the matching or synchronization of the sound track to the picture. This is accomplished by matching the sound of the clapping slate or time code slate from the sound track with the exact spot in the picture where the slate comes together.

TC: short for time code.

Telecine: the process of, or place where, film is transferred to videotape and other media formats for the purpose of viewing dailies.

Temp dub: the temporary mix of music and effects added to a rough cut version of a project for screening purposes.

Timecode: an indexing system that assigns a number to each frame of video – making it easy to locate and reference a particular frame.

Time lapse: a technique where a camera is set up to capture one frame at a time with relatively large intervals between shots. When played back at normal speed, the footage appears at a much faster speed than it would in actual time.

Track: a separate audio or video layer.

Video Compression: a process in which an amount of data being transmitted is reduced by encoding the data first.

VTR: video tape recorder, also referred to as a "deck." They're used for duplicating video tapes and inputting and outputting from a computer.

Wetgate Print: a process in which the film is immersed in fluid while being scanned. This removes any dust, dirt or hairs that may be on the film and also covers up scratches and imperfections in the negative.

White Balance: the process of adjusting a camera, so that it interprets the brightest area of the image as pure white, insures that the colors are recorded properly and that no color overpowers the others.

Wild Sound: recorded sound that doesn't relate to a specific image.

Work Print (or print dailies): a (positive) print of original negative made from the director's selected takes. This is what the editor works with in assembling the picture.

Film Terms Translated to Their Digital Equivalent

The following was provided by Scott Anderson of Digital Sandbox, an innovative production and post production facility headquartered in Marina del Rey, California, focusing on creative digital workflows for films and commercials (www.digitalsandbox.org). Scott doesn't use these terms as definitions, but rather as ways of thinking and talking about the process – comparing terms used in a traditional film workflow to that of digital workflow.

Many thanks to my friend Nick Abdo for his help with this chapter (and for his patience), and thanks to my pals Byron Wong, Susan Spohr and Mike Papadaki for their contributions as well.

FILM WORKFLOW	DIGITAL WORKFLOW
Negative	Ungraded or RAW capture media
Work Print	One-Lite or tech-grade output
Telecine (Dailies)	Digital dailies (Avid or Final Cut Pro, graded or ungraded)
Video Media	QuickTime (a multimedia framework developed by Apple), AVI (a multimedia container format introduced by Microsoft) or other digital file formats
Lights/CC (Color Correction Filter)/NDF (Neutral Density Filter)	LUTs, curves and RGB numbers
Negative Pull	RAW frames from capture media transcoded to digital mastering format
Negative Cut	Conform
Timing/Grading	Grading/DI
Interpositive	DI playout with baked-in color
Cut Negative	Film-out negative and digital files (typically DPX)
Release Print	Print from negative, video layback, DCDM – or a full DCP (digital cinema package)

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Chapter 31

Greener Filmmaking

INTRODUCTION

In case you haven't heard, the hottest new color around town (any town) is "green," and after years of creating tremendous amounts of waste, the entertainment industry has finally jumped on the eco-bandwagon to establish and promote more environmentally responsible operating procedures. As someone who's been a recycler for as long as I can remember, I'm amazed at how quickly we passed "GO" and went from merely recycling used paper, bottles and cans in the production office to a climate where entire sets are now being reused or recycled, to where actors insist on driving hybrid rental vehicles and entire new studios are being built utilizing the most advanced green technologies, like Toronto's Filmport Studios. Instead of three paragraphs on the importance of recycling that you found in previous editions of this book, I can devote an entire chapter to this worthy topic.

Long-established industry organizations such as the AMPTP (Association of Motion Picture and Television Producers) and the MPAA (Motion Picture Association of America) and others established solely to create awareness and offer guidelines and resources to the industry such as the Environmental Media Association (www.ema-online.org) and the Center for Environmental Filmmaking (environmentalfilm.org) in the U.S. and Filmmakers For Conservation (www.filmmakersforconservation.org) in the U.K. now issue guidelines specific to film productions. A multitude of unions and guilds, studios, networks, production companies, film commissions and industry-related organizations are on board with a myriad of programs, standards, checklists, committees, seminars and articles. There are also several consulting companies that have sprung up within the past few years – their CEOs ready to advise and set up programs tailored to your specific production, including working with your crew to implement environmentally sustainable practices and procedures. If you're located in certain cities, there are companies that will pick up recyclables right from your set at no cost. At some studios, you'll find one or two individuals responsible for overseeing environmental policies. At Warner Bros., there's an entire department. There are industry-wide committees, and there are websites. Check out a few of these websites:

- Twentieth Century-Fox's "Fox Green Guide" (www.foxgreenguide.com)
- Fox Broadcasting's "Green It. Mean It" (www.fox.com/greenitmeanit)
- Disney's "Environmentality" (http://corporate.disney.go.com/responsibility/environment.html)
- Sony's "Environment" (www.sony.net/sonyinfo/csr/environment/index.html)
- Warner Bros. Studios Environmental Initiatives (wbenvironmental.warnerbros.com)

What they all have in common are programs that affect general operations and many of the shows these studios produce.

Some programs merely entail a list of guidelines/policies, suggestions and resources. Some include a list of specific goals. Others include the tracking of each production's carbon footprint. Still others include the buying of carbon offsets.

Carbonfootprint.com and other similar online resources provide tools to define and track our carbon footprint as a measure of the impact our activities have on the environment, and in particular, our contribution to climate change. Our carbon footprint is the amount of greenhouse gases produced in our day-to-day lives through the burning of fossil fuels for electricity, heating, transportation, etc. It's measured by calculating the amount of greenhouse gases produced from activities such as electricity use, fuel use and the like. For us, it would also include the fuel (airlines and other vehicles) used to transport cast, crew, equipment and materials to distant locations.

A carbon offset is when an individual or company invests in a carbon-neutral activity (such as renewable energy or the planting of trees) that will reduce greenhouse gas emissions to compensate for the carbon footprint they've created. One carbon offset represents the reduction of one metric ton of carbon dioxide or its equivalent in other greenhouse gasses.

There's still a certain amount of controversy over carbon offsets, because there are no uniform standards of accountability for the companies that sell them, and the carbon offset industry as a whole isn't regulated by the U.S. government. The amount of carbon reductions from an offset project is tough to measure and open to

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interpretation, and even misrepresentation. There are also those who believe that offsets make it too easy for others to buy their way out of reckless behavior that damages the environment. I'm not promoting any one specific program or solution, however – just letting you know what's out there. So if you'd like to learn how to calculate your show's carbon footprint or more about buying offsets, the information is a quick Internet search away, and it's abundant.

But whether you're working on a big studio picture or doing a small, independent project, take the time to at least create an environmentally conscious workplace and enact some responsible practices, because (as I step upon my soap box), it's the right thing to do – for the sustainability of our planet, and for our children and future generations to come.

The following are some guidelines you can start with that don't represent any specific federal, state or local standards. Think of them as a wish list, though, because budgetary, logistical and time restraints may make some of these practices impractical, difficult or even impossible to implement at times. Some require very little effort; others will involve some amount of coordination and implementation – implementation that's sometimes achieved with the help of an expert consultant to assist a studio production, an independent production, producer or filmmaker in economically tracking and reducing the "environmental footprint" of their filming activities. But as the Environmental Media Association professes on their website, "lessening a production's environmental impact can grow and build as your time and resources allow." Doing as much as you can, whenever you can, is a big step in the right direction.

Although the producer should always be on board to support an environmentally responsible production, when it comes to administering an agreed-upon plan, those best suited (as busy as they already are) would be the UPM, production coordinator, assistant coordinator and/or the assistant directors – those at the core of all production activity. Department heads should take responsibility for their individual domains, and all cast and crew members should do their part as well. You might also consider assigning a couple of PAs (at least one in the office and one on the set) the added responsibility of being *green monitors* – making sure that recycle bins are being used and emptied when full, that lights and electronics are being turned off when not used – you get the picture.

Whether you use all or portions of the suggestions I've provided in this chapter or create your own, once your environmental program is in writing, distribute copies to all department heads and offices. You might want to include highlights of the program as an attachment to your start paperwork packets (as you do with safety guidelines) requiring a signature acknowledging that all new hires have read and understand what's expected of them. Discuss your environmental concerns and goals at production meetings. And prepare, enlarge and post a set of "Green Guidelines" (suggestions you'll find later in this chapter, your own version or a combination of both) in the offices (Production, Accounting, Art, etc.) and on set wherever possible.

The key to this (or any) program is awareness and the effective implementation of an environmental program and related "best practices." It's been my experience that once your cast, crew and staff become aware that there are environmental policies in place, most will gladly take the time and effort to comply, because not only has this become a worldwide effort, but most of us also *want* to make a difference.

GENERAL GUIDELINES

Recycle!

- Recycle everything you can and provide labeled, easily accessible recycling bins for all recyclables (glass, plastics, cans, paper, cardboard, e-waste, batteries, etc.)
- Reuse, recycle, or donate all excess unwanted production materials and supplies (sets, paints, office products, etc.) to schools, children's organizations, nonprofits, animal shelters, etc. Also consider passing unused production materials on to other productions.

Conserve Energy!

- Turn off all electronics, appliances, tools and lights when not in use and at the end of the day.
- Unplug DVD players, TVs and other electronics with a standby mode when not in use.
- Set computer monitors on sleep mode when you're away from your computer.
- Unplug chargers for cell phones, cameras, etc. once equipment is charged.
- Replace standard watt light bulbs with energy efficient, long-lasting compact fluorescent light bulbs. (Note: compact fluorescent lights contain mercury and must be disposed of as hazardous waste.)
- Use energy-efficient electronics and appliances whenever possible. To evaluate electronic equipment based on environmental attributes, go to www.epeat.net. To find out where to buy energy efficient products, go to www.energystar.gov/index.cfm?fuseaction=store.store_locator.
- Work by natural light when you can.
- Use desk and floor lamps instead of overhead lights.
- Keep outside doors and windows closed when air conditioning is on, and keep shades closed during the summer and open in the winter.
- Set thermostats to at least 75°F (24°C) in the summer and to 68°F (20°C) in the winter.
- Explore energy efficient alternatives to traditional electrical equipment.

Be Environmentally Responsible!

- Eliminate disposables and the over-purchasing of supplies/material.
- Buy products with post-consumer recycled content, products sold in packaging that can be recycled and is nontoxic and organic. (See the "Green Links" section for suggestions.)
- Buy locally produced products to reduce additional pollution and energy associated with transportation.
- Buy food and products in bulk to reduce excess/individual packaging waste.
- Buy reusable dishware and mugs instead of paper plates and cups. If that's not possible or practical, buy paper goods that are unbleached, made of recycled materials and/or biodegradable – avoid disposable plastic or Styrofoam. (Note: if using biodegradable dishware and/or utensils, ensure that this material is composted as opposed to being thrown away in the trash.)
- Print double-sided documents (including scripts) and reuse single-sided, used paper.
- Go paperless whenever possible utilizing electronic forms of communication.
- Eliminate faxing whenever possible by scanning and e-mailing instead.
- Snip plastic six-pack rings, which can endanger ocean birds and sea life.
- Buy/use nontoxic soaps and cleaners with low VOCs (volatile organic compounds).
- Conserve water.
- Close elephant doors when the air conditioning is on.
- Use rechargeable batteries and dispose of dead batteries as hazardous waste.
- Consolidate shipments and runs.
- Encourage carpooling whenever possible.

Properly Dispose of Hazardous Waste!

- Coordinate hazardous waste removal with your safety executive.

DEPARTMENTAL GUIDELINES

The following guidelines are geared toward specific departments on a production.

The Production Office

- Find out if your office building/studio facility has a recycling program. If not, institute one.
- Obtain recycling guidelines regulated by the city where your production is based by going to www.ourearth.org/recycling/directory.aspx and typing in the relevant information.
- Determine exactly what can and cannot be recycled and whether/how if it needs to be separated.
- Supply recycling bins (if not already provided) for all recyclables (glass, plastics, cans, paper, cardboard, green waste, electronic waste, toner cartridges, CDs, DVDs, batteries, etc.), and make sure that all bins are labeled and placed in convenient, easily accessible locations in the office, at base camp and on all sets.
- Locate the nearest recycling center and schedule regular drop-offs if recycling is not picked up from the office and/or set.
- Avoid buying small, individual bottles of water for office use when staff members can get their water from a cooler.
- Encourage the use of reusable dishware, glasses and mugs in the office.
- Consider renting soda fountain dispensers instead of buying individual cans of soda.
- Order energy-efficient quality water coolers and appliances for the office when available.
- Buy locally produced products whenever possible.
- Utilize reusable tote bags when sending out for supplies and craft service.
- Buy paper with the highest post-consumer recycled content, ideally, non–chlorine bleached.
- Cut up paper already used on one side for scratch pads.
- Order remanufactured toner cartridges. (Note however that Accounting will likely require new toner cartridges for the printing of check runs, etc.)
- Recycle all used ink cartridges.
- Provide unbleached, recycled paper towels, plates, and cups (avoid disposable plastic or Styrofoam).
- Request that caterers, craft service, grocery stores, take-out delivery and other food suppliers provide recyclable or reusable serving containers (aluminum, etc.).
- Use reusable or unbleached, chlorine-free coffee filters.
- Use reusable/recyclable containers when bringing lunch from home.
- Supply or ask your janitorial staff to stock chlorine-free toilet paper, paper towels and tissues.
- Ask if your local utility company provides green power from renewable energy sources. For example, check out LADWP's www.GreenLA.com.
- Purchase used office furniture, if possible.
- Consider ordering clothing made of organic cotton and/or recycled materials for crew T-shirts and accessories.
- Consolidate shipments and runs.
- Prior to wrap, discuss how your leftover furniture, office accessories and supplies will be distributed (reused and/or donated).
- Coordinate the consolidation of all hazardous waste materials from all departments (Construction, Paint, Transpo, SFX, etc.), and have a company that specializes in hazardous waste removal pick it up. (Be sure to get both bids and recommendations before selecting the company to use.)

Construction

- Unplug power tools when not in use.
- Reduce wood use by using metal scaffolding when practical.
- Use certified sustainable lumber (FSC certified). For info on certified hardwood plywood and on green building materials, go to: www.fscus.org. Try not to use endangered hardwood sold as meranti/lauan. If sourcing meranti/lauan, however, ask suppliers whether the hardwood comes from forests that can be certified as sustainably managed as opposed to virgin/indigenous forest. (The best alternatives to lauan include birch, beech and maple plywood, homasote and masonite.)
- Donate clean, used wood to schools and nonprofit organizations.
- Don't wait until the last minute to contact organizations about selling or donating set materials, because often, arrangements have to be made in advance.
- Recycle clean, used wood not suitable for donation.
- Reuse, donate or recycle set walls.
- Recycle scrap steel, brass, copper, aluminum, etc. separately.
- Donate or recycle plate glass, tempered glass, plexiglas, lexan, etc.
- Donate other materials such as carpeting, leftover lumber, sheet goods, columns, windows, doors, etc.
- Turn off catwalk lights, house lights, and coffee makers when not in use or when leaving for the day.
- Close elephant doors when air conditioning is on.
- Use AQMD-required low VOC products (paints, thinners, glue, etc) when available.
- If paint removal is required, use plant-based paint strippers.
- Wipe paint cans clean of residue and consolidate unused paint for donation. Otherwise, properly dispose of as hazardous waste.
- Request that outside demolition contractors include measures for salvaging and recycling in their bids.
- Follow safety department guidelines for handling paint, brushes and rags.

Transportation

- Ask suppliers of trucks, buses/trailers if they have ones that run on natural gas, biodiesel or fuel cells. Explore any other alternative fuel technologies that may become available for use in transport fleets.
- Don't allow vehicles to idle unnecessarily, and introduce "no idling" policies.
- Rent hybrid and/or smaller fuel-efficient vehicles whenever you can.
- Check tire pressure on vehicles often.
- Buy Ultra Low Sulfur diesel (available at Arco, Chevron, and Texaco Stations) for all production vehicles when possible.
- Consider natural gas, biodiesel or solar generators and refrigeration systems instead of ones that run on diesel.
- Use AQMD-certified biodiesel fuels for auxiliary power generators whenever possible. (Generators that run on biodiesel can produce up to 60 percent less emissions than those on normal fuel, often at little or no added cost.)
- Use electric carts and/or electric/gas hybrid and/or more fuel-efficient work trucks and vehicles on studio/production lots if possible and practical.
- Condense deliveries into as few vehicles and trips as possible.

On-Set

- Should auxiliary power be necessary, first talk to your local provider about the possibility of having a line dropped from the existing electricity grid.
- Provide labeled, easily accessible recycling bins for all recyclables (glass, plastics, cans, paper, cardboard, e-waste, batteries, etc.) at base camp and on sets.
- Arrange to have shooting power turned off before leaving at the end of the day.
- Arrange to have AC/heating turned off at the end of the day.
- Turn off air conditioning in unoccupied trailers.
- Use alternative fuel generators whenever possible.
- Reduce overall generator operation by shutting down all generators not needed during lunch or other breaks of at least 30 minutes.
- Use electric carts and/or electric/gas hybrid and/or more fuel-efficient work trucks and vehicles on studio/production lots (Ford, GM, Honda, Toyota) whenever possible and practical.
- Use fluorescent lights for work areas whenever possible.
- Use dimmers to rest lights between setups rather than turning lights on and off.

Craft Service/Catering

- Keep easily accessible recycling bins near food areas.
- Choose seafood that's abundant, caught or farmed in environmentally friendly ways and low in harmful toxins like mercury and PCBs.
- Request that grocery stores, take-out delivery and other food suppliers provide recyclable or reusable serving containers (aluminum, etc.).
- Purchase in bulk.
- Use reusable cups, plates and utensils whenever possible.
- Use unbleached, recycled, biodegradable paper goods and cutlery if reusable serviceware is not an option – avoid disposable plastic or Styrofoam. (Note: any biodegradable materials, including dishware and utensils,

purchased and used by the production should be composted, either through a composting program established by the production or some existing local program.)
- Use reusable or unbleached, chlorine-free coffee filters.
- Use cloth tablecloths whenever possible.
- Use trash bags and liners made of recycled content or biodegradable materials.
- Buy eco-friendly bottles of drinking water made with less plastic.
- Use energy-efficient water coolers and appliances when available.
- Turn off coffee makers and other appliances when not in use and at the end of the day.
- Use propane or natural gas when using outdoor grills.
- Clean and recycle all food and beverage containers and flatten and recycle cardboard.
- Recycle used (clean) plastic wrap with used, clear plastic bags.
- Use non-toxic cleaning supplies.
- If at all possible, separate compostable food scraps and biodegradable plates, cups, etc. for composting.
- There are caterers who donate leftover food and food supplies to nearby charities, shelters and food banks. Sounds like the right thing to do, right? Unfortunately, it isn't always the case. If you do set up this type of arrangement, however, be very careful about donating any foods that could potentially spoil and make someone sick. Doing so could ultimately turn a totally benevolent act into an ugly and expensive lawsuit. That's why some food banks accept only nonperishable, sealed products. Fortunately, there are some Good Samaritan laws operating in the United States and many commonwealth jurisdictions that protect those who choose to help others from legal liability. I recommend doing a little research about the laws that may apply to your donating unused food when you can. But please be conscientious about what you're donating!

Grip and Electric

- Use backings made from organic material when possible.
- Encourage the use of fluorescent lights for work areas on location.
- Use environmentally friendly textiles on frames instead of poly-based materials for bounce and filtration.
- Recycle color gels, duvetyn, scrim materials, etc. that can be used by future production.

Special Effects

- Avoid burning materials such as plastic, rubber, diesel fuel, etc.
- Limit the amount of hazardous materials purchased, used and stored on location.
- Use propane rather than liquid fuel for the fire effects where available.
- Reduce the environmental impact by using water-based smoke fluids.
- Use biodegradable artificial snow products.
- Limit the amount of aerosols used.

Wardrobe

- Request an environmentally-friendly dry cleaner when cleaning costumes. To find one, go to www.greenearthcleaning.com/rostersearch.asp.
- Use energy-efficient washers and dryers.
- Buy nontoxic, environmentally friendly detergents.
- Reuse coat hangers and plastic garment bags.
- Recycle plastic hangers when no longer usable.
- Purchase or rent secondhand clothing and accessories when appropriate.
- Purchase clothes made of organic cotton or other natural materials.
- Repair and alter garments rather than buying new ones.
- Buy clothes made in the United States whenever possible.

Make-Up and Hair

- Use refills to avoid disposing of nonrecyclable make-up containers.
- Investigate organic alternatives for make-up and hair care products.
- Avoid the use of aerosols containing ozone-depleting substances.
- Find a list of cosmetic companies that produce products free of harmful chemicals by going to http://safecosmetics.org/search.php.

Camera

- Some studios and/or large film suppliers will allow you to send in your raw stock waste ends for recycling (these are pieces of film too short to be considered short ends that would normally be throw away). Have someone in your production office or on your camera crew do a little research on this type of recycling program. If this option is available to you, collect all waste ends in a large trash bag.

WHAT CAN BE RECYCLED

The following are common items that can be recycled. To find the specific recycling guidelines for your area (within the United States), go to: www.ourearth.org/recycling/directory.aspx and type in the relevant information.

Paper

- All Clean, Dry Paper: all outdated production paperwork (scripts, schedules, etc.), computer, ledger, wrapping, arts and crafts paper, unwanted mail, flyers, telephone books, note cards, newspaper, blueprints, magazines, file folders, paper bags, Post-it notes, catalogs and all envelopes (including those with windows)
- All Cardboard Boxes and Chipboard: cereal, tissue, dry food, frozen food, shoe and detergent boxes; paper towel and toilet paper rolls and corrugated boxes (with all plastic removed) broken down and flattened

Metals

- All Aluminum, Tin, Metal and Bi-Metal Cans: rinsed if possible – soda, juice, soup, vegetables and pet food cans; pie tins, clean aluminum foils; empty paint and aerosol cans with plastic caps removed and wire hangers

Glass

- All Glass Bottles and Jars: rinsed, if possible – soda, wine, beer, spaghetti sauce, pickle jars, broken bottles, etc.

Plastics

- All Clean Plastics Numbers 1 – 7 (look at the bottom of each item for the number indicated inside the recycling icon)
- Empty Plastic Containers: rinsed, if possible – soda, juice, detergent, bleach, shampoo, lotion, mouthwash, dishwashing liquid bottles, milk jugs, tubs for margarine and yogurt, plastic planters, food and blister packaging, rigid clamshell packaging, etc.
- All Plastic Bags, Film Bags and Plastic Wrap: grocery bags, dry cleaner bags, clean film plastic and plastic wrap (as long as it's clean and doesn't contain food waste)
- All Clean Polystyrene (Styrofoam®): Styrofoam cups, containers and packaging
- Miscellaneous Plastics: plastic coat hangers, nonelectric plastic toys, plastic swimming pools and plastic laundry baskets

Do Not Recycle These Items

- Contaminated Paper: papers or bags soiled with oils and food waste
- Broken Glass: window glass, mirror glass, auto glass, light bulbs, fluorescent lights and ceramics
- Other Plastics: plastic hygienic items, any electric or battery-operated toys
- Miscellaneous Materials: coated milk cartons, electrical cords, cloth/fabric, appliances, mini-blinds, kitchen utensils, lawn furniture, garden hoses, rubber tires, construction materials (including asphalt or concrete, wood and wood products)
- Hazardous Materials: syringes, partially filled aerosol cans and containers of cleaning fluids, automotive fluids, all batteries, pesticides, oil-based paint, garden chemicals and pool cleaners

GREEN GUIDELINES

Take the following guidelines, create your own or use a combination of both and post them wherever you can – in all your offices, at construction areas, at the base camp and on set. I suggest printing them up using a large, bold font on oversized green poster board to make a statement and make them stand out. It's a great way to keep reminding everyone of what's expected of them until (and hopefully) it becomes second nature.

Green Guidelines

- Provide recycling bins & recycle everything you can.
- Purchase items that are reusable – not disposable.
- Eliminate the over-purchasing of materials and supplies.
- Buy post-consumer recycled products.
- Use paper goods that are made from chlorine-free, recycled paper (avoid plastics & Styrofoam).
- Use reusable cups, plates and utensils whenever possible.
- Go paperless whenever you can.
- Print and copy double-sided and reuse single-sided used paper.
- Eliminate faxing whenever possible by scanning & e-mailing instead.
- Turn off all electronics, appliances, tools and lights when not in use and at the end of the day.
- Use energy-efficient electronics, appliances and light bulbs.
- Use certified FSC sustainable lumber.
- Don't let production vehicles idle unnecessarily.
- Use alternative fuels and green products.
- Consolidate shipments & runs.
- Set thermostats to 75 degrees or higher in the summer and 68 degrees or cooler in the winter.
- Use nontoxic, low-VOC products (soaps, cleansers, paints, etc.) whenever possible.
- Conserve water.
- Reuse, recycle or donate all unused, unwanted materials and supplies.

Many thanks to Matt Cooper of CTP Media Consulting, who graciously agreed to review this chapter for me and then made it better. CTP is a Southern California–based consulting firm servicing the environmental requirements of the entertainment industry. They offer

sustainable filming services to studios, production companies, producers and filmmakers, assisting them in economically tracking and reducing the "environmental footprint" of their production activities. CTP can be contacted via e-mail at changingthepicture@gmail.com or by phone at (310) 612-6844.

GREEN LINKS

The following is a list of links to help you find environmentally "green" services and products. The websites that specifically pertain to California, Los Angeles or New York companies are noted.

GREEN LINKS

The following is a list of links to help you find environmentally "green" services and products. Websites that pertain to specific locations are noted.

BIODIESEL		
BidForGreen	www.bidforgreen.com	
Green Power generators	http://line204.com/contact.html	L.A.
National listing of biodiesel retail fueling sites	http://biodiesel.org/buyingbiodiesel/retailfuelingsites	
Blog of biodiesel stations by state/province	http://forums.tdiclub.com/showthread.php?t=136933	

BUSINESS-RELATED/GREEN INVESTMENTS	
Naturalbusiness.com	http://naturalbusiness.com
Social Investment Forum	www.socialinvest.org
SustainableBusiness.com	www.sustainablebusiness.com

CARBON OFFSETS	
Climate Clean	www.climateclean.net
Global Cool	www.global-cool.com
NativeEnergy	www.nativeenergy.com
U.S. Dept. of Energy/Energy Efficiency & Renewable Energy	www.eere.energy.gov

CATERING/CRAFT SERVICE		
Farmers' Markets & Organic Food		
City Harvest	www.cityharvest.org	NY
LocalHarvest	www.localharvest.org	
Organic Consumera Association	www.organicconsumers.org	
Organic To Go	www.OrganicToGo.com	
Organic.org	www.organic.org	
Whole Foods Market	www.wholefoods.com	
Food Bank		
Feeding America	http://feedingamerica.org	
Food Serviceware & Supplies		
Biodegradeable Store	www.biodegradablestore.com	
EarthShell	www.earthshell.com	
Eco Products	http://ecoproducts.com	
Excellent Packaging & Supply	www.excellentpackaging.com	
Nat-Ur (plastic made of corn)	www.e-biodegradables.com	
Stalk Market (fiber waste products)	www.stalkmarket.net	

CLEANING SUPPLIES	
Begley's Best	www.begleysbest.com
biokleen	http://biokleenhome.com
Citra-Solv	www.citra-solv.com
Earth Friendly Products	www.ecos.com
Method	www.methodhome.com
Seventh Generation	www.seventhgeneration.com

CLOTHING	
Chic Eco	www.chiceco.com
Greensource Sustainable Products	www.greensourceorganic.com
HTnaturals	www.htnaturals.com
Of The Earth	www.oftheearth.com
Prana	www.prana.com

Your Conscience	www.consciencetees.com	

CONSTRUCTION

Building

Build It Green NYC	www..bignyc.org	NY
BuildingGreen, Inc.	www.buildinggreen.com	
CollinsWood	www.CollinsWood.com	
Ecohaus	www.ecohaus.com	WA State
Eco Smart	www.ecosmartinc.com	FLA
Forest Certification Resource Center	www.certifiedwood.org	
Forest Stewardship Council *(sets the highest standards for forest management, forest product certification)*	www.fscus.org	
Green Building Supply	www.greenbuildingsupply.com	IOWA
Greendepot	www.greendepot.com	
Greenmaker Supply	www.greenmakersupply.com	CHICAGO
Habitat for Humanity Restores	www.habitat.org/env/restores.aspx	
Homasote Building Materials	www.homasote.com	
Lance Stanton Vance (renewable/farmed lumber)	www.lsvlumber.com	
Oikos Green Building Source	www.oikos.com	
Rainforest Alliance (green building products)	www.rainforest-alliance.org/forestry/prodealers.cfm	
Rosenberg Green Building Products	www.rfpco.com/certi/	
Solar Living Institute	www.solarliving.org	
Sustainable Hardwoods Network	http://sustainablehardwoods.net/directory/	
Sustainable Sources Services	www.greenbuilder.com	
The ReUse People (recycled building materials)	www.thereusepeople.org	

Paints, Stains, Sealers

AFM Safecoat	www.afmsafecoat.com
Bioshield	www.bioshieldpaint.com
Eco-House, Inc. Natural Products	www.eco-house.com
Green Seal	www.greenseal.org
Oikos Green Building Source	www.oikos.com
The Real Milk Paint Co.	www.milkpaint.com

Misc. Products/Expendables www.grainger.com/Grainger/static/rc_green.html&linkA

COSMETICS

Natural Cosmetics & Providers

Campaign for Safe Cosmetics	www.safecosmetics.org
Leaping Bunny	www.leapingbunny.org

Natural Cosmetic/Skin & Hair Care Vendors

AnneMarie Borlind	www.borlind.com
Aubrey Organics	www.aubrey-organics.com
Jurlique	www.jurlique.com
Lavera Naturkosmetik	www.lavera.com
Origins	www.origins.com
Zia Natural Skin Care	www.zianatural.com

DRY CLEANING

To locate environmentally friendly Dry Cleaners	www.greenearthcleaning.com/rosterssearch.asp

ENERGY EFFICIENCY

Alliance to Save Energy	http://ase.org
BITS LTD. (Smart Power Strips)	http://Bitsltd.net/consumerproducts/index.htm

EPA's Energy Star Program	www.energystar.gov
Green Mountain Energy Resources	www.greenmountain.com
Lake Renewable Energy Store	www.lake-renewable-energy.com
Solar Power Industries Association	www.seia.org

Lighting

Lite Panels	www.litepanels.com
Real Goods Trading Co. *(energy efficient products, books & more)*	www.realgoods.com

GIFTS/PROMOTIONAL MATERIALS

Adapt Consulting, Inc. – Recycled Products	www.adaptadspecialty.com
Eco Express	www.ecoexpress.com
Signature Marketing – Eco Products	www.signaturemarketing.com

Flowers & Chocolates

Organic Bouquet	www.organicbouquet.com

LAYOUT BOARD

Maggie's Layout Board (environmentally-friendly, rolls up & is reusable)	www.maggieslayoutboard.net	L.A.

LIMO/CAR RENTAL SERVICES - Alternative Vehicles

BLS (fleet includes hybrids)	www.blslimo.com	
ECOLIMO (L.A./San Francisco/Wash., D.C.)	www.eco-limo.com	
EcoNation	www.econation.com	L.A.
EVO LIMO	www.EVOlimo.com	L.A.
Green Tomato Cars	www.greentomatocars.com	London & Sydney
Ozocar	www.ozocar.com	NY

OFFICE PRODUCTS

BPM, Inc. (recycled papers)	www.badgerpaper.com
Conservatree (environmental papers)	www.conservatree.com
Dolphin Blue (green office supplies)	www.dolphinblue.com
Green Earth Office Supply	www.greenearthofficesupply.com
New Leaf Paper	www.newleafpaper.com
Recycled Products Cooperative	www.recycledproducts.org
The Green Office	www.thegreenoffice.com
The Living Tree Paper Co. (tree-free paper)	www.livingtreepaper.com
The Real Earth, Inc.	www.treeco.com
TreeCycle (recycled paper products)	www.treecycle.com
Used Office Supplies (they buy new & used office supplies)	www.usedofficesupplies.com

OFFICE EQUIPMENT

Electronic Product Environmental Assessment Tool (evaluate electronic equip)	www.epeat.net

PRODUCTS - GENERAL

Conserva-A-Store	www.conservastore.com
Eco Bags	www.ecobags.com
EcoMall	www.ecomall.com
Ethical Shopping	www.ethicalshopper.com
GoodHumans	www.goodhumans.com
Green Seal	www.greenseal.org
Morningstar Trading	www.mstartrading.com
My Sigg (reusable water bottles)	www.mysigg.com

PROGRAMS - BEST PRACTICES – RESOURCES

Best Green Practices in Film Production	www.planetinfocus.org/festival/bestpanel	
California Film C ommission: Green Guide	www.film.ca.gov/greenfilmmaking/index.html	
Center for Environmental Filmmaking (UK)	http://environmentalfilm.org	
Code of Best Practices for Sustainable Filmmaking	www.centerforsocialmedia.org/resources/publications/greenfilm/	
Environmental Media Association	www.ema-online.org	
Filmmakers for Conservation	www.filmmakersforconservation.org	
Film London: Green Screen	www.filmlondon.org.uk	
Green Screen Toronto	www.greenscreentoronto.com/iniative/	
Greening the Screen (NZ)	www.greeningthescreen.co.nz	
PGA (Producers Guild of America) Green	www.pga.green.org	
Reel Green British Columbia	www.bcfilmcommission.com/reel_green_bc	

RECYCLING

Battery Solutions, Inc.	www.btteryrecycling.com/pailmail.html	
Building Materials Reuse Association	www.ciwmb.ca.gov/ConDemo/Wood/Lumber.htm	CA
CineGreen (will drop off recycling containers to your set & office and pick them up @ no charge	www.cinegreenla.com	L.A.
Earth911 (recycling locations by zip code)	http://earth911.org	
Our Earth (recycling locations by zip code)	www.ourearth.org/recycling/directory.aspx	
Recycle America Program	www.recycleamerica.comRecycle Flourescent	
Recycler's World	www.recycle.net	

Recycle Bins

Bag And Tag (portable/disposable)	www.bagandtag.com	
Clear Stream	www.cleartainer.com/index.asp	
Recyclingbin.com	www.recyclingbin.com/default.aspx	

Recycling E-Waste

GreenDisk	www.greendisk.com	
HMR USA, Inc.	www.hmrgroup.com/index.aspx	
The Big Green Box (for batteries & sm. electronics)	www.biggreenbox.com	

Expendables

The Expendables Recycler (recycling & resale of expendables)	www.expendablesrecycler.com	L.A.

Donating

Fillm Biz Recycling	www.filmbizrecycling.org	NY
Goodwill	www.goodwill.org	
Habitat for Humanity (donate building materials)	www.habitat.org/env/restores.aspx	
Hollywood CPR	www.hollywoodcpr.org	L.A.
Habitat for Humanity	www.habitat.org	
Materials for the Arts	www.mfta.org	NY

RESOURCES-DIRECTORIES-INFORMATION

Computer Recycling Directory	www.computerrecyclingdirectory.com
Co-op America	www.coopamerica.org
Envirolink	www.envirolink.org
Environmental News Network	www.enn.com
Environmental Yellow Pages	www.enviroyellowpages.com
Fixing The Planet (Ed Begley, Jr.'s Company)	www.fixingtheplanet.com
GenGreen	www.gen.green.org
Green Business League	http://greenbusinessleague.com
Green Guide	www.thegreenguide.com
Green Home	www.greenhome.com

Green Nest	www.greennest.com
Green People	www.greenpeople.org
Ideal Bite	www.idealbite.com
U.S. Dept. of Energy/Energy Efficiency & Renewable Energy	www.eere.energy.gov

Publications & E-zines

E/The Environmental Magazine	www.emagazine.com
Environmental Leader	www.environmentalleader.com
Green@Work Magazine	www.greenatworkmag.com
Mother Jones Magazine	www.motherjones.com/environment

SHIPPING & PACKING SUPPLIES

Rentagreenbox.com	http://earthfriendlymoving/com/greenbox/
Used Cardboard Boxes	www.usedcardboardboxes.com

VEHICLES – Info on Fuel Efficiency & Alternative-Fuel Vehicles

Fueleconomy.gov	www.fueleconomy.gov
GreenCar.com	www.greencar.com

Chapter 32

Industry Survival Tips

INTRODUCTION

Since the last edition of this book came out, I've written another book called *Hollywood Drive: What It Takes to Break In, Hang In & Make It in the Entertainment Industry*, which was published in 2005. Based on the USC course I created and teach each summer, the entire book is devoted to breaking in, establishing a career and surviving in this incredibly competitive, unpredictable and roller coaster ride of a business. And now, while writing this chapter – at this exact period of time, industry jobs are at an all-time low due to a worldwide financial crisis and contentious union issues that have greatly affected the industry. Are films and television shows still being made? Of course they are. But not as many and not in the same way. Studios have become trimmed-down versions of their former existence, investor dollars are harder to come by and investors are being uber-cautious about the projects they put their money into. Things will of course get better again, but it's volatile times like these when survival skills (and truly understanding how the industry works) come in so handy. And once learned, they'll help you throughout your entire career. So let me give you a chapter's worth of good advice and (forgive the self-promotion) – urge you to pick up a copy of *Hollywood Drive* for an entire bookful.

Learning how to do your job, being bright and being talented make up only half the battle in establishing an industry career. The other half will hinge upon your ability to make valuable contacts, build a strong network and successfully sell yourself. It's essential to have the right attitude, temperament and personality, be willing to play the game and do what it takes to not only succeed – but to survive. The competition is enormous, and for every opening, the line of people vying for that job is a mile long. Being able to get those jobs is just as important to your success in the business as are all of your other skills and abilities.

Unless you're fortunate enough to land in the exact right place at the right time, find the perfect mentor, count on nepotism, afford to start your own production company, possess needed skills that few others can provide or are just lucky – finding jobs and staying employed takes a great deal of continuous effort.

We need all the help we can get – rookies and veterans alike. Hopefully, this chapter will provide you with some useful tips and insights into both entering and surviving in the film industry.

KEY INGREDIENTS TO A SUCCESSFUL CAREER

#1: Passion! Passion! And More Passion!

Passion excites, it attracts and it sells. It's contagious, inspirational and motivational. It's the single most important ingredient to propelling your career. It's the enthusiasm that makes the difference between a terrific interview and a mediocre one. It's the catalyst that often makes the difference between selling a project or not. It's the irresistible characteristic that differentiates you from your competitors. It's the magnet that pulls others toward you. It's the motivation needed to keep you in the game. And it's the driving force that keeps you going when the going gets tough. No matter what book you pick up on this topic, what seminar or course you take, what speaker you're listening to – everyone agrees: nothing launches or propels a career (in *any* business) as powerfully as does passion.

#2: Being Prepared

It's been my experience that unless you're born into the industry, few people are truly prepared for the "reel" world, regardless of whether they've been to film school. It's not like film school, and it's certainly not like any other business or job you've ever had. Newcomers are transported to another planet where the words "no" or "I can't" are never an option, extreme behavior is accepted, creativity and politics are equally valued, people work and talk at breakneck speeds, you work just as hard on the projects that aren't successful as you do on those that are, where anything is possible and the unimaginable happens every day.

Upon landing your first job, no matter what you've heard it's going to be like or what your expectations, it

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will most likely be different than anything you expect. It's so hard to prepare someone for the mixed bag they're about to encounter – the best of it, the worst, the competition, the vast variety of personalities and temperaments, the politics, the magical moments. It can be confusing and overwhelming at first – unless you know what you're walking into to ahead of time. The better prepared you are, the shorter your learning curve, the more of an advantage you'll have over your competition, the more confident you'll be, the faster you'll be able to jump right in and the more you'll impress those around you.

How do you get prepared? Well, you're reading this book, and that's a great first step. Read as much as you can, and sign up for reputable seminars and workshops that relate to what you want to be doing. Join networking organizations and (if you're a college grad) alumni groups and talk to people who are already in the biz. Volunteer to work for free to gain some practical experience and make new contacts. Observe, ask questions and be a sponge – soak up as much info as you can.

#3: It's Who You Know and Who Knows You

Some will tell you that the only way to make it in such a competitive industry is to have the right connections – whether it be a relative, a friend or a friend of a relative. You'll hear plenty of stories about the guy who got his job because his brother-in-law is a bigwig agent, a producer who was able to package her project because her best friend is the personal chef of an A-list actor, an actor who got a part because his neighbor was the director or the PA who got his job because he's the production manager's dentist's son. Understandably so, industry professionals help their family and friends get into the business all the time. It's such a tough line of work to break into, any help one can get is beneficial. And while there's no doubt whatsoever that personal connections are like gold, once in, the politically connected are more often than not required to carry their own weight just like everyone else. Many will in fact work twice as hard to earn the respect of their co-workers and to prove they're not prima donnas.

There's no doubt, however, that you can make it without someone pulling strings for you. If you put yourself out there, are good at meeting people, make a lasting impression and use new contacts to form further contacts, you'll soon be creating your own solid connections. It's not going to be as easy as having Uncle Charlie pick up the phone to arrange a job for you, but it's done every day.

Okay – so I'm sure you've heard the expression "it's who you know" a million times. And it's true. You can never know enough people in this industry. Those in positions of hiring want to work with their friends and the people they like – individuals who are not only creative, talented and hardworking, but who are also fun and pleasant to be around. If they don't know anyone to fill a specific position, they'll ask their colleagues and friends for suggestions. It stands to reason then that the larger your network, the better your chances of landing at least meetings and interviews, if not jobs.

But knowing a whole lot of people isn't quite the end-all, be-all it's cracked up to be – it's only half the battle. Making sure a whole lot of people know who *you* are is the other half. Whether it's by helping others, creating a good reputation or by creating a memorable logo, business card, website and/or demo reel for yourself – getting your name out there, being well liked and being remembered is the other part of this game.

#4: It's Also What You Know *About* the Industry

If this business is going to be your life's work, then learn as much about it as you can. You should be reading the trade papers (*The Daily Variety* and *Hollywood Reporter*) and other industry publications and websites whenever possible. Know who's who, who's popular, who just started his or her own production company, what types of movies are currently the rage, who are the newest up-and-coming actors on the scene, what television shows are getting the best ratings. Know the vocabulary, who the power players are and what the latest trends are. If someone should ask you what your favorite movie is, who your favorite director is, your favorite actor, composer or cinematographer, have an answer and know why. Have an opinion. And see as many current releases as you can, whether they're your favorite genres or not.

Learn about the industry from the inside and from its history. Keep up on the latest technology and newest platforms, but also work your way through the American Film Institute's 100 Years – 100 Best Films (online at: www.afi.com). Watch those great old films and learn why they're considered classics and read books on the industry. Having passion is great, but a keen knowledge of the business combined with passion is unbeatable – talk about magnetic!

#5: Understanding the Power of Networking

Networking and schmoozing are not dirty words, and they do not represent a practice reserved exclusively for slick, self-serving, disingenuous hustlers looking to further their own careers and ready to mow down anyone who gets in their way. Networking is part of the way we (all of us) do business, and when done the right way, it's an extraordinarily essential element to any successful career.

It's scary at first, especially if it's not something you're used to doing, but the more you do it, the easier it'll get. This is not a profession for the shy and timid – you've got to get yourself out there. Start by making friends and staying in touch with the people you're going to school with and working with. Stay in touch with your teachers and supervisors. If you live in a major film center like Los Angeles or New York, take advantage of the innumerable opportunities available to you – networking functions, entertainment-related organizations, seminars, classes, workshops, theatre groups, industry-supported charities. If you live in a smaller community, check with your local film commission office to see what's available in your area. If it's not much, start your own networking group or film club. No matter where you live or how large or small the gathering – everyone should have their own community of people who have the same interests, some of the same goals and are going through (or have gone through) the experiences you're living. Help each other, pool your resources and share information. Networking is more about building relationships, giving and sharing than it is about taking. If you get into it for the sole purpose of what you can get from other people, it won't work. Be there to help and support others, and others will be there to help and support you, usually without you ever having to ask. Networking is the lifeblood of the business. And it's a key capable of unlocking many doors if done willingly and with an open heart.

#6: Having a Plan, and Committing to Your Success

If someone should ask you what you want to do in this industry and your answer resembles something like: "Well, I'm really not sure yet. I was kind of thinking of being a writer. But then again, I enjoy performing ... and editing, too." Or: "I think I'd like to be versatile and do a lot of different things – maybe be a location manager, a script supervisor *and* an assistant cameraman." Well, that's not going to cut it. Not knowing *exactly* what your goal is or being wishy-washy about it will get you nowhere, and no one will take you seriously. Knowing what you want, why you'd be good at it and how you're going to achieve your goal will impress the socks off of anyone who asks. It shows passion and determination for something you love, and it's an impressive quality to possess. You can change your mind tomorrow, but when asked today what it is you want to do with your career – have a definite answer and be enthusiastic about it. Oh, and while you're erasing "I don't know" from your vocabulary, also avoid sentences like, "I want to be a ...." Instead, use: "I'm *going* to be a ...." Turn all those wishful statements into declarations. It's much more powerful.

Deciding which direction to take should never be based solely on what sounds like fun. It also involves honestly assessing what you're good at, your temperament and the lifestyle you're up for. You should be researching exactly what each position entails, how difficult each might be to break into, and in the long run, how secure (or not) each might be. It also takes talking to people who do what you think you might want to do and gathering some first-hand perspective and insight. Once you know what it is you want, the next step is figuring out which path you need to take to get there. Set goals for yourself, write them down and tack them up somewhere where you can see them every day. A constant reminder of where you're going and how you're going to get there will help keep you on track. Also remember that life will not go according to plan if you have no plan.

#7: Standing Out from the Crowd

If you don't stand out, you'll get lost in the crowd. With all the thousands and thousands of people vying for the same positions, you have to figure out what it is that makes you special, and then capitalize on it. Why should someone choose to help or hire you instead of one of the others standing in the same long line waiting to get their feet in the same door? Perhaps you have a distinguished background and can offer much needed experience, you're fabulous at pitching and selling, you're brilliant at making movies on a shoestring budget that look like they cost millions more, you're a great writer, a creative genius, an inspired actor or musician, a whiz in the office, you're more organized, a crackerjack deal maker, better at dealing with difficult people, will work harder, care more, will work for free or will be more fun to have around. If you don't know what it is that makes you unique, ask friends and family members; because sometimes they can see things in you that you might not be able to see yourself. If you still can't figure out what it is that sets you apart, develop a specialty or find a need you can make the most of. Whatever it is – find *something* that will allow you to stand out and be more than just another wannabe standing in line waiting to get in.

Your passion, abilities, accomplishments, goals and whatever it is that makes you special are all elements that should be woven into your personal pitch and used to distinguish yourself from everyone else. This is a selling tool you can't afford *not* to use.

#8: Developing a Thick Skin

Unless you are very lucky, you'll undoubtedly encounter your share of shark-like creatures, disappointment and rejection upon entering Tinseltown. Unfortunately, there's no inoculation you can take that will keep you immune from the worst aspects of the industry. So you have to find some way of developing a thick skin if you want to protect

your self-esteem, motivation and your passion and keep yourself from getting too discouraged and giving up on your dreams. Don't let the sharks get the best of you, and learn to let the negativity, the frustration and the fear of failure go. If you're working on a particularly grueling show, if you don't get the job or the show you wanted, there will be other opportunities. If someone you're working for is abusive, you learn to deal with it, or leave the job – but not the business. If you can't seem to catch a break, hang in there – have faith that it'll come. You can't take "no" for an answer, and you can't let someone else's bad behavior rule your life or your decisions.

#9: Perfecting Your Craft

No matter how much you know and how talented you are, never stop learning. Technological advances are changing aspects of our industry every day, trends change, procedures change – there's always more to learn. Staying on top of the curve will keep you sharp, in the game and in demand.

There are always classes and seminars to take (several of which are available online or on DVD) and new books are continually coming out. If you belong to a union or guild, they often offer seminars for their members. You can also access a lot of good information from the Internet. Don't get in a rut. Keep expanding your horizons.

#10: Having Good Interview Skills

We're sort of back to standing out from the crowd here. If an employer interviews ten different people for the same job in one day, a week later, she's going to be hard pressed to remember one from another – unless one of them really stood out in her mind. You want to be that one person. The ability to do well on interviews is a skill that will serve you well no matter what stage of your career you're in, no matter what business.

It starts with doing your homework and finding out as much as you can about the people you'll be meeting and their companies. What are their backgrounds? What type of projects have they been associated with? What's the company known for? What have they been successful with? Knowing about the person you're meeting will first, illustrate your desire for the job, and second, it says you're the type of person who will put in the extra effort without being asked.

You want to walk into an interview well prepared. Not only should you come armed with the research you've gathered, but also with your personal pitch down pat and also some well thought-out questions. More than anything, this is a chance for you to let the person you're meeting see and feel your passion and get to know you on a personal level – no matter what your experience level is. It's an opportunity for you to shine and to differentiate yourself from the nine other people who were met with that day. It's your opportunity to convey that you have the right attitude and are willing to go the distance. If you're engaging, can convey a sense of who you are and what you're all about, if you're the type of person your interviewer would like to have lunch with or have around the office or set, you'll have made a connection (and possibly even an advocate), whether you get this particular job or not. If you walk into a meeting without having done your homework, without much to say, without a way to let this person know how special you are, you run the risk of being forgettable.

A terrific interview can often tip the scales when a decision has to be made between someone with more experience and a subdued personality versus someone with less experience who's brimming over with passion and determination.

#11: Being Able to Ask for What You Want

Because few of us have ESP, it helps when you can be specific about what you need help with. My entire job-search approach improved once I learned how to ask friends, contacts and previous employers to help me get meetings with individuals I didn't yet know (people they knew), so I could personally introduce myself and make new connections. Until I was urged to be more explicit when asking for help, I would have been too uncomfortable taking what I thought was such a forward approach.

A busy industry professional isn't going to seek you out to come spend 20 minutes with him in his office so he can give you his best advice. But if you ask for the meeting, there's a good chance you'll get it. Similarly, I don't know many people who would take the trouble to seek out someone who needs a mentor, but if you were to come right out and ask, he or she might very well say "yes". If there's someone you admire – someone whose advice you'd appreciate – pick up that phone, and make a call. Talk to this person's assistant, and enlist the assistant's help in setting up a 15- or 20-minute general information meeting for you. (These meetings are also known as informational meetings or meet-and-greets.) You're not asking for a lot of time, and you're not asking for a job. You just want to introduce yourself, ask a few questions, get some advice – and hopefully make a connection. So don't assume that your request will be turned down, and don't be intimidated by the fear of rejection. Sure you'll face rejection from time to time, we all do – but not always. You can't take it personally, and you can't let it stop you. It's worth taking the risk and asking for what you want, because eventually you'll get your "yes."

#12: A Winning Attitude

Those who possess a winning attitude know how to say "No problem!", moves with a sense of urgency and a "can do" spirit, don't whine or complain, treat others with

respect, check their ego at the door, are accessible, reliable, team players and are always willing to help out. They give more than what's expected and are a pleasure to have around. These are characteristics that should become ingrained in your personality and never abandoned no matter how high up the ladder you reach. It's one more element that will elevate you above your competition, and it's the stuff good reputations are built on.

#13: A Willingness and an Ability to Play the Game

Before you sign on for the long haul, have a pretty good idea what you're getting yourself into before you start your journey. If you're not sure, then it's time to do some more research, get some insight from people who have been in the business for a long time and seriously evaluate your decision. It could save you years that would be better spent in pursuit of a career that's more fitting to your personality and needs.

Be honest: "How important is a steady paycheck?" "Are you outgoing enough; and if not, do you think can you learn to be more outgoing?" "Are you too sensitive to work around intense personalities and situations?" "Can you deal with the competition and find a way to stand out among the crowd?" "Are you up for constantly having to sell and prove myself?" "How will this career affect your desire for a family and a family life?" "Do you have what it takes to go the extra distance?" This is one game you don't want to get into unless you're fairly certain you can win; you really, really have to be up for it and thoroughly understand the potential risks as well as the rewards.

#14: Being Well Liked and Having a Good Reputation

It doesn't quite seem fair that while most of us endeavor to be hard-working, polite, tolerant, honorable, reliable and pleasant, others are allowed to exhibit the worst behavior imaginable. But unfortunately, that's the way the show-biz cookie crumbles. If you have a proven track record of successes, a creative brilliance that's always in demand, a certain status or the ability to generate mega bucks or mega ratings, you pretty much get a free pass when it comes to conduct. I'm not suggesting that all power players are nasty, sleazy, backstabbing, abusive, ego-driven, intimidating game-players – because some are the best people you'll ever meet. I just want to point out that it's okay for some to act that way should they choose to, while it's not okay for others. For most of us, to get ahead, we need to be well-liked and have a fairly good reputation. And just so you know (if this makes you feel any better) – should "they" ever start slipping from upon high, their inappropriate behavior will no longer be tolerated either.

Forgive the redundancy, but all of these elements are interrelated, and those who are the most well-liked and have the best reputations are generally the ones who stand out among the crowd, possess a great deal of passion and have adopted a winning attitude. It's also about earning the respect of others by doing a good job, no matter what your job is; by being a team player; by helping others without expecting favors in return and by being able to work with all types of personalities under all sorts of circumstances.

No one's got the patience for bad attitudes and bad manners or wants to work with and deal with anyone who's high-maintenance unless they absolutely have no other choice. So the easier you are to work with, the more pleasant you are to have around and the better you are at your job – the more in demand you will be.

#15: A Game Plan for Getting Through the Rough Times

You're bound to have setbacks, disappointments and times in between jobs when you'll wonder if you're ever going to work again. And there will be occasions when your self-confidence, commitment and bank balance will all be wobbling at the same time. But if you have your emergency preparedness kit in place and ready for deployment at a moment's notice, you'll be back up and running in no time. Surviving the tough times involves that thick skin I mentioned earlier. It's also having a Plan B to fall back on, reversing the doubts and negative thoughts that run through your mind, developing some new positive mantras, learning how to *quickly* get past the disappointment and depression and being able to slightly change your course when facing a brick wall. Your survival will be a result of being persistent but realistic, having the courage to do what's uncomfortable and avoiding all comparisons to others (because there will always be someone who gets a better deal, a better job or a better opportunity; and you can't fight a stacked deck). And last but not least, a healthy sense of humor will see you through almost any challenge – big or small.

#16: The Seven Ps

For as long as I can remember, I've been touting the five Ps to my students. But I've recently added a sixth and seventh that beg to be part of this list.

It's all about being:

- *Pleasant:* letting your affable personality open doors for you.

- *Patient:* the tolerance needed to get you over the rough spots and through the journey.
- *Positive:* a winning attitude, and a conviction that you're going to make it.
- *Passionate:* the motivating force you never want to lose.
- *Persistent:* refusing to take "no" for an answer, and refusing to give up.

And it's also essential to:

- Keep your *Perspective*
- Remember to stay on *Purpose*

MORE ON GETTING THROUGH THE TOUGH TIMES

As exciting and fun and rewarding as this line of work can be, none of us are immune to some measure of rejection, disappointment, ill-tempered personalities, sure-thing deals and jobs that fail to materialize or any combination of such. In order to survive these assaults, you *cannot* take it personally! Ever! It's part of the business – part of the so-called game – plain and simple. It happens every day, and as discouraged as you may feel at times and as much as you'd occasionally prefer to just climb into bed and barricade yourself under the covers for weeks on end, if you let each setback chip away at your spirit and determination, you'll eventually crash and burn. If you can't pick yourself up (in a reasonably short amount of time), dust yourself off and move on to the next possibility, you might as well go out right now and find yourself a nice, secure nine-to-five job at a bank where you'll always know what to expect.

One of the most counterproductive things you can do to yourself is to think negative thoughts such as: "They'll probably hire someone else for that position." "I don't think I can compete with *him*." "In this tight market, it's doubtful I'll ever sell my script." "Just like last time – I'm convinced the investors won't come through." It's been well-proven that negative thoughts can subconsciously turn into beliefs that become feelings that eventually affect our behavior – thus affecting the results and outcome of our lives. So if you keep sending out those negative vibes and telling yourself that you're not going to do well at that interview, you most likely won't. So reverse this counterproductive cycle, start thinking new, positive thoughts that will evoke positive beliefs, feelings, behavior and results: "I *will* land a good job." "I *will* sell my script." "I *will* have the career I want." "I *will* be successful. And if not now – then soon!" Think it, feel it and know that it's going to happen. Also:

- Stay focused on your goals. Write/type them out. Tape them to your refrigerator door, to your medicine cabinet, to your bulletin board. Put them in your pocket. Carry them around with you.
- Replace the word "fear" with "excitement."
- Don't spend too much time feeling sorry for yourself. No one has much patience for drama queens.
- Never stop being creative, busy and involved. Never stop meeting new people, looking for that next project. Never stop planning and dreaming.
- Understand that if you don't get the job you wanted or an opportunity you were hoping for doesn't materialize, it's because it wasn't meant to be, and something else is waiting for you.
- If you find that what you're doing isn't working, you're getting nowhere and constantly hitting your head against a brick wall, figure out how to pick yourself up and walk around to the other side of the wall. Take another path, and find something else that *will* work for you.
- Have a Plan B to fall back on. Know that you can earn the rent money when you're in-between projects. I do workshops and seminars, my husband fell back on his hobby of custom woodworking, a friend fixes computers, someone else I know makes jewelry. Whether it's working as a bartender, driving a limo, walking dogs or becoming a personal shopper, a market researcher, a party planner, a trainer or a headshot photographer – figure out what you're good at and how you can earn a living when you're not working on a show. For more suggestions and lots of terrific resource tips, go out and buy yourself a book called: *Survival Jobs – 154 Ways to Make Money While Pursuing Your Dreams*, by Deborah Jacobson (Broadway Books).
- Give yourself a day or two off once in a while. Go see an old friend, go to an afternoon movie, plant a garden, go to the beach, clear your mind.
- Stop thinking of yourself and do something for others. Become a mentor to a younger person, help someone else who's looking for a job, volunteer to lecture at a local school or get involved with any charity or worthy cause you believe in. Find something that interests you – work with kids, animals, the environment, or slam nails for Habitat for Humanity.
- I once saw Anthony Hopkins being interviewed on an episode of *Inside the Actors Studio*. A student in the audience had asked him how he deals with self-doubt and daunting challenges, and he said "Just do it!" And then he added a quote from Goethe: "Be bold, and mighty forces will come to your aid!" John Wayne had another good quote with a similar message. He said: "Courage is being scared to death . . . and saddling up anyway." In other words, don't let the fear stop you.
- Don't fight a stacked deck, because there's always going to be someone who gets the job you deserved or wanted more; someone who gets a better break;

someone who has better connections; someone who's prettier, thinner, taller, younger, more handsome, sexier or more stylish than you; someone who makes more money, someone who has a bigger house or a faster car; someone who lands the deal that should have been yours or the funding that had been earmarked to finance your picture; someone else who gets the show you were meant to do; someone who's luckier, smarter, more creative, more talented. Understanding – really *accepting* the fact that as in life, this business is not fair – will save you from an immeasurable amount of frustration and disillusionment. It's always been like this, and it always will be, so you can't afford to lose one moment of your valuable time nor expend any amount of negative energy on being jealous, frustrated, resentful or angry; nor can you let it affect your self-esteem. I know this sounds like a major cliché, but always trying to measure up to someone else's success will only prevent you from being the best *you* can be. Don't let anyone else's achievement detract from your dreams or your belief in yourself. If you don't get the job, the deal, the show, the sale you were hoping for – something else will materialize in its place.

- Don't let fear stop you. Fear is a natural emotion – fear of failure, of rejection, of what others might think of you, of making a fool of yourself, of making the wrong decision, of overstepping your bounds, of not sounding smart enough, of not being taken seriously, of making calls to individuals you don't know and of meeting new people. It's what keeps most people glued to their predictable little comfort zones and what keeps them from succeeding. Take a chance, and ask yourself: "What's the *worst* that can happen?" (Nine times out of ten, the answer to that question isn't nearly as bad as you think it's going to be.) It's scary to put yourself out there, but it's not as though you're facing a life or death situation. If it doesn't work the first time out, or the second – you need to keep trying. You'll survive. I promise! And just like the fable of the young woman who had to kiss a whole lot of frogs until one of them turned into her prince charming – sometimes you have to encounter a lot of "no"s before you get to that all-important "yes."

I know I've mentioned this before, but I can't emphasize it enough. A healthy sense of humor will serve you well throughout your entire career. Next to having a thick skin, it's one of the most valuable survival tools you'll ever possess – in this business, or in any other.

We work too hard, are faced with way too much competition and far too many challenges not to be able to have fun along the way and to laugh at what we're going through. It's the perfect remedy for lifting your spirits when your confidence is on the decline. It'll help you through the difficult projects and the unemployment in-between jobs. It'll ease the frustration and heal the disappointment. It'll supply the boost you so desperately need when working with spoiled, ill-tempered individuals or bring you some relief when working on a God-forsaken, remote location in the middle of nowhere. A sense of humor is also a great gift to offer your friends and co-workers when they need a boost. And as we continue to jump through hoop after sequential hoop, it's comforting to be able to laugh at the absurdities we must endure just to stay in the game.

GETTING WORK

Unlike many other businesses, relatively few people are hired by one studio or production company and remain there until it's time to retire. Studio positions are typically limited in duration as top management teams come and go (their staffs along with them), and salaries are generally too high for many independents to retain full-time production personnel unless they're in production. Staff jobs within the industry do exist, but the majority of film-related work is freelance. And freelance means that every time the job or show you're working on is over, you're back out looking for a new job or show. Unfortunately, no matter what positions we hold when we are working, our secondary occupation is that of perpetually having to look for more work.

Looking for work is uncomfortable, and doing so, often takes us outside of our comfort zone. Selling yourself is scary; and trying to set up meetings with busy, important people who don't even know you exist can be terrifying. But everyone does it, and it's an accepted industry reality. So venture outside of your comfort zone and go for it! It's not going to happen if you don't. It's okay to be nervous; but the more you're out there meeting people and interviewing, the easier and less terrifying it becomes.

Here is how one begins the search process:

- People you meet are going to ask you what you want to do. Know what you want.
- Find your market. Do your homework to discover who's out there doing the type of work or projects you would like to be involved with – then target the companies or producers who needs what you have to offer.
- Think about your personal qualities, what makes you special and what it is that will make you stand out above the others.
- Develop a personal "pitch" for yourself – a brief summary of the type of person you are, what you're passionate about, what your special strengths and skills are, your previous experience and the type of job you are seeking.

- Contact anyone you know (including friends of friends) whose recommendations could help you get your foot into doors you might not otherwise have access to. Find out if they would be willing to make a call on your behalf, write you a letter of recommendation and/or let you use their names.
- Work on a concise, professional-looking cover letter and resume. Make sure to run both through spell check, make sure the name of the person you're addressing the letter to is spelled correctly, and also verify the person's proper title (call their office if you're not sure). Then start sending the resumes out.
- Follow up with a phone call a few days after sending your resume. Ask for the assistant of the person you'd like to meet. Using a brief version of your pitch, let the assistant know who you are and why you're calling. Confirm that your resume arrived and solicit their help in setting up a brief meeting with their boss. If a meeting can't be arranged at that time, ask permission to check in every couple of weeks. Be charming and be appreciative.

Here are some more job-hunting tips:

- NETWORK! NETWORK! NETWORK!!!
- If you have a varied background, prepare more than one version of your resume, so that each accentuates a different area of your experience. Submit the resume that best matches the qualifications a prospective employer is looking for.
- If you've gone to film school or have taken related classes or seminars, include your professors and teachers in your network. Use them as references, solicit their advice, and ask for introductions to their contacts.
- In addition to teachers, ask friends and acquaintances to introduce you to, or help you to get meetings with their contacts – people you can't get in to see on your own.
- Regularly check the trade papers and industry websites for information regarding shows in development or in prep that you can submit resumes to.
- Also check specific industry-related Internet job sites such as Mandy.com, Showbizjobs.com, EntertainmentJobsNow.com (there are a lot of them) as well as specific studio and network job postings. You'll also often find indie crew positions listed on Craigslist.org.
- Join any organization or group you're eligible to join (such as Women in Film) that would enable you to network with other people who do what you do and/or with people who might be in a position to hire you. Also consider getting involved with industry-supported charities.
- Send notes and/or make calls to contacts and acquaintances, letting them know you're available and asking them to let you know if they hear of anything you might be right for.
- When calling the offices of prospective employers, remain persistently charming and charmingly persistent. The person on the other end of the phone may try to brush you off or may be rude, but don't respond in kind. Remain polite and upbeat.
- Some people drop off resumes in person, hoping to introduce themselves while there. This only works if the person you want to meet is in at the time and is available to see you.
- Follow up all meetings and interviews with a personal handwritten note thanking the person you've met for his time. Consider writing your note on a unique-looking card. If it's special enough, it might not get thrown away. And if left out, it'll be a constant and subtle reminder of who you are.
- It's also fitting to send a thank you note to an assistant who's been particularly nice or helpful to you on the phone. (A nicer gesture might also be to slip a $5 Starbucks card in with the card.) Think of these people as gatekeepers, because they're often the ones who will get you in to meet the potential employers you've been trying to connect with.
- Check out employment agencies that specialize in industry-related jobs.
- Find out if you're eligible to apply for the Assistant Directors Training Program. If you can pass their exam and are selected for the program, it's an excellent way to get a start in the business.
- Keep up your contacts by staying in touch, even when you're not looking for work. Send notes, make coffee and lunch dates and just call or e-mail to say hello every so often.
- Remain friendly and helpful to others. You never know who may be in a position to help or recommend you at a later time.
- Make sure you have a cell phone. If people can't reach you on a spur-of-the-moment basis, you might lose a job.

You finally have some meetings lined up. Here are some interviewing tips:

- Come to the meeting well groomed. The dress is nice-casual (not too corporate) and stylish. Women: don't overdo the makeup.
- Make sure you're on time (if not a little early).
- Shake hands, sit as close to the person interviewing you as possible and make direct eye contact.
- Have some idea of what you're going to say before you walk in.
- If you're nervous, it's okay to say you're nervous.
- Linda Buzzell, author of *How to Make It in Hollywood* (Quill, an imprint of HarperCollins), insists that the two deadliest sins you can commit during an interview are being *dull* and/or appearing *desperate*.

- Another kiss of death would be walking in with an insecure, meek attitude that screams: *you-wouldn't-want-to-hire-me-would-you?*
- Make sure to mention the person who recommended you.
- Be sincere.
- Ask questions. Don't do all the talking.
- Without sounding desperate, let your prospective employer know how much you would like this job, and given the opportunity, what a terrific job you would do.
- About halfway through the interview, you might ask, "Are you learning what you need to know about me?"
- At the conclusion of the interview you might ask, "Am I the kind of person you're looking for?" or if this is just a general meeting, "Am I the kind of person you would hire?"
- Ask those you meet with if they would mind referring you to others and/or ask for their guidance. Whether they hire you or not at that particular time, turn this into an opportunity to secure new contacts (make them part of your *network*).

If you aren't having much luck landing a job, another option you might want to consider is working as an intern (for the experience in lieu of a salary). It may not sound terribly appealing, but if you can afford to do so, it's one of the very best ways to get your foot in a door. Find a person or company you want to work for or a specific show you want to work on, and volunteer your services. Make yourself useful, work hard, learn as much as you can while you're there, and show everyone how terrific you are. You may be able to exchange your time for free lunches, mileage money and a screen credit on the film. If nothing else, you've made some new contacts, gained some needed experience and have a show to add to your resume.

DEVELOPING GOOD WORK HABITS AND NECESSARY PEOPLE SKILLS

- Be on time – and early if possible. (I've seen too many people get fired for being late.)
- Don't ask if you can leave early unless it's an emergency.
- Don't whine, and don't complain.
- Keep a pad of paper and pen with you at all times.
- Anticipate the needs of others.
- Move with a sense or urgency.
- Don't spend time IMing or texting your friends.
- Meet everyone you can – understand what everyone does.
- Do things others wouldn't think of doing (without being asked) like refilling paper in printers and photocopy machines, washing out coffee cups, straightening up supply areas, etc.
- Never stand around with nothing to do. If you run out of things to do, ask others what you can do to help them.
- Don't bad-mouth others or voice strong opinions out in the open. If you need to voice an objection to something or someone, talk to your supervisor in private.
- Don't scream or be rude! Be diplomatic and professional. If you're working for a screamer – don't scream back (I got fired for doing that once).
- If you make a mistake, own up to it, and let it be known that it won't happen again – then get on with it. Everyone makes mistakes, so don't beat yourself up for too long.
- You don't have to know everything – you just have to know where to find everything you need to know. You'll be okay if you do your research, anticipate needs and prepare for various possibilities.
- When you've reached a dead end and can't go any further with a task you've been given, ask for help and/or advice, find different resources, know there's an answer out there somewhere. If you're absolutely, positively convinced something you've been asked to do can't be done, offer alternatives or a compromise. Try to make it work.
- Don't lie. It will come back to bite you in the butt.
- Production is a team effort – share information and don't feel threatened. The better the team or department, the better you look – the more you learn.
- Stay calm when all around you are bouncing off walls.
- Be accessible.
- If you think you might lose your temper, excuse yourself, take a short break and pull yourself together. Don't fall apart in front of others.
- When dealing with nasty people and short tempers, don't take it personally. Try to understand the pressure they're under, and let them know you're there to support them. If you find yourself in an intolerable situation, you'll have to decide if it's worth the experience, credit and/or paycheck. Sometimes it is, and sometimes it's better to leave. Differences with difficult people or clashes in personality won't generally affect future employment opportunities; and nothing is worth an inordinate amount of stress or making yourself ill over insufferable working conditions.
- In the words of my friend Cory McCrum-Abdo: "Put your ego in your back pocket and sit on it for a while. Be willing to keep your mouth shut, listen, make the coffee and do the runs. The more you can soak up, the more you'll learn. Oh . . . and be willing to work your butt off!"

- When you do work with individuals you genuinely like and admire, let them know how much they're appreciated and how much you would like to work with them again. Stay in touch.
- Don't get so caught up with small details that you lose site of the big picture. Spending too much time weighing the pros and cons of every issue may prevent you from being able to make necessary spur-of-the-moment decisions when unexpected circumstances arise. Get too caught-up in minutiae, and you'll lose both valuable time and money.
- Stay healthy and don't forget to take care of yourself.
- Make time (even if it's limited) for the other things in your life that are important to you. It's easy to lose sight of priorities.
- Understand that you're not your job. Whether your title sounds important or not, you as an individual are important and have a lot to offer. If you're not being treated with respect, don't let it prevent you from having a good sense of yourself and your contribution.
- Realize that there are going to be days when you go home at night feeling totally beaten up and stomped on. Be reassured that it does get better.
- Understand that you may not be able to take step after sequential step up the ladder of success. For most of us, it's often one step up and then one or two steps down before you can continue your ascent. Be patient!
- Don't ever forget the phrase "IT'S ONLY A MOVIE!"

A LESSON IN PAYING DUES

Several years ago, while working at my second job in the industry, I found myself exasperated and complaining to a co-worker. I was spending a great deal of time every day running errands for my boss – getting her coffee, getting her lunch, going to the bank for her, etc. I was bright, had some previous experience and felt that these tasks were a tremendous waste of my time and abilities. Another agent heard me complaining one day. He invited me into his office and called me on it. He said: "There are only two of you in that office. One of you has to make the big deals, and one of you has to get the coffee. Are you ready to make the big deals yet?" I had to admit I wasn't. It was like a buzzer went off in my head, and I suddenly understood that until I was ready, I would have to be the one to get the coffee.

IT'S THE ATTITUDE, DUMMY

It's perfectly natural to complete film school and/or get your feet wet on a film or two and feel you're ready to start moving up. But don't start your first job or two expecting to make movies, because instead, you're probably going to be asked to make the coffee – and answer phones and fetch lunch and photocopy scripts and run errands and file and so forth. But just know that no one is asking you to do any of this just to make your life miserable or to torture you. No one is questioning whether you're bright or have abilities, but they need the support staff, and that's what you're hired for. You may be working your butt off for slave wages, but you've also been given an opportunity to get your foot in the door, to learn, to make valuable contacts and to prove how invaluable you can be. What people are going to notice before anything else is your attitude. There are a lot of people in this industry with talent and abilities, but not everyone has a great attitude.

Use your time at the bottom to start absorbing information, read whatever you can get your hands on and ask questions when it's appropriate to do so. Get a good sense of how a set is run, who does what, what goes on in the production office and how the entire picturemaking process works. The exposure will not only allow you to find the one area of filmmaking that really excites you, but it'll give you a good foundation for becoming a production coordinator, production manager or producer later on.

Once you get your first job or two, remember that your best source of future employment will come from working hard and developing a good reputation on your current job. When the time is right, start asking to take on tasks above and beyond your normal responsibilities. Let the people you work with know your true aspirations and talents, so they can see you in a different light and possibly help you. Build lasting relationships with co-workers and keep your eyes and ears open for opportunities.

HOW TO KEEP LEARNING

- Talk to representatives from the equipment houses your company does business with. Ask questions, and if possible, make arrangements to stop by when it's convenient. Someone should be available to show you the different types of equipment and to explain how the equipment is used. Keep copies of updated equipment catalogs for reference.
- Ask for a tour of the lab your company uses.
- Sign up for production-related classes and seminars.
- Go to annually held production-related conventions. Pick up and keep information on equipment, production services, location services, etc.

EASIER SAID THAN DONE

The following may seem a like a bunch of tedious platitudes, but if you're the type of person who doesn't *have* to learn it all on your own the "hard way," you'll value

this wisdom which has already been learned by those who have walked before you.

- Your job is what you do, not who you are. Don't allow your title to become your sole identity. In other words, whether your title sounds important or not, you (as an individual) are important and have a lot to offer. Take pride in everything you accomplish, everything you are and in all your relationships. Realize that these elements are also part of your identity.
- Along the same lines as "you are not your title," this can be your life's work, but it's not your life. One day work may drastically slow down or disappear all together, and you could be left with nothing. So make time (even if it's limited) for the people you care about and find activities other than work to give your life meaning. It's easy to lose sight of priorities when ambition and titles become too meaningful.
- Always take your responsibility seriously, but don't overestimate, misuse or abuse your authority.
- Be a person who *earns* the respect and loyalty of others and doesn't expect or demand it through fear or intimidation.
- If you're a person who's truly talented, smart, special and/or important, you don't have to act that way – you just are! You show it every day in the way you behave and relate to others.
- Don't be so ambitious you feel it's necessary to take advantage of or snub other people to get to where you think you're going. It *will* come back to haunt you.
- Willingly share information, and don't feel threatened. The better your team or department, the better you look and the more you learn. And back up your co-workers, stand up for them and be encouraging (even if it's not reciprocal). If you treat others well, they will usually be there to back you up when you need them.
- Don't be phony, overly nice or solicitous when it isn't felt just for the sake of impressing someone or trying to get ahead. Others can see through the insincerity.
- Prima donnas don't go over big on teams, so check your ego at the door. In other words: if you've moved beyond being a PA, the call sheets need to be photocopied and you're the only one around, get up and make those copies. If there's no one around to make coffee and you want a cup, make a pot yourself. Being busy and needing the help is one thing, but don't have other people doing things for you just for the sake of your ego. Don't ever feel you're too important to pitch in and do whatever it is takes to get the project completed.
- Pick your battles carefully, know when you can't win and fight hard for those you truly believe in.
- You can be great at what you do and be a fair and considerate person, and you may still come across someone who (for some unknown reason) doesn't like you, doesn't want to be a player on your team, isn't going to be cooperative or communicative and/or wouldn't hire you again. This does happen from time to time, and you may never know why. The best thing to do is accept the circumstances, deal with it the best way you can, and don't take it personally.
- Don't gossip or bad-mouth anyone, because you never know who may be listening or if the person you're talking to may be a friend of the person you're bad-mouthing. It also won't reflect well on you.
- Similarly, there's a saying I've always been rather fond of that goes: "Beware – the toes you step on today may be attached to the backside you have to kiss tomorrow."
- Take the word "no" and any form of negativity out of your vocabulary. Substitute:

"I don't know." with "I'll find out."

"It's not my job." with "I'll make sure it's taken care of."

"That's impossible." with "I'll find a way to make it work."

"We can't afford it." with "Let me tell you what we can do. . ."

- No matter how insignificant your job or position may seem at the time, think of it this way: the TV or film-making process is like assembling a large jigsaw puzzle, in which many small little pieces and some larger pieces (each representing a person or element involved in the production) slowly come together to form a complete picture. Each piece, no matter how minuscule, is just as essential to completing the picture as is the largest piece. And once totally assembled, this picture is rich in detail, it evokes emotion and conveys a story. So no matter what your contribution, the picture can't be completed without you.

And in the words of some of my friends:

- "Be positive about what you want to do today, but keep your eyes open to new possibilities." – Matt Kutcher
- "If someone invites you to lunch – go ! Make friends on the job, because your friends are your best asset." – Susan Hirshberg
- "Keep your promises and follow through." – Missy Moyer
- "Love it or leave it! If you're thinking about how much money you can make, or how much time off you can have, or how long the hours are – forget it! If you wouldn't rather be 'on the job' than anywhere else, you probably should be somewhere else." – Phil Wylly
- "Take jobs based on the opportunity they'll give you. Don't get hung up about the amount of money or benefits. Take jobs that will add to your resume, and the money will follow." – Keith Raskin

- "Be easy to work with and leave the personal drama at home." – Michael Coscia

And here's some good advice from my friend, Chicago production manager, Vail Romeyn:

Tales from The Trenches

"Never be afraid to ask a question" or "there's no such thing as a stupid question": I was on a feature as a production coordinator, and a crew member called me in the production office (from the set) and asked to me get a snorkel and send it out to set as soon as possible. Now, I wasn't sure why we would need a snorkel. We weren't shooting anywhere near water, or in a tank of any kind, but I didn't want to appear stupid or to have him think I didn't know what I was doing, so I mumbled something intelligent and began my quest for a dive shop or surf shop close by. Now this show was based in the Midwest, and it was winter, so shops that carry water accessories, especially at that time of year, were few and far between. However, I don't take no for an answer, and eventually I found a snorkel, or a shop that carried snorkels – many different kinds of snorkels. But I had neglected to ask the crew member specifics about *which* snorkel he wanted. This is the "not wanting to appear like an idiot" part of the story. But now, faced with the decision of how long a snorkel, or what shape mouthpiece, and what type of purge system he wanted, I *had* to call him back and ask a few more questions. So I called the crew member back, and proudly told him that I had found his snorkel but that I needed a bit more information about what kind of scuba diving he would be doing – and he told me that a snorkel is a type of camera lens. Let that be a lesson.

REMEMBERING WHY YOU GOT INTO THIS BUSINESS TO BEGIN WITH

When you were a kid, did you ever take the Universal Studios tour, and as the tram was driving up and down the backlot, fantasize about how incredible it would be to work there one day – to actually belong on that lot or another just like it? If you did, you're in good company. And do you remember how alive you felt when you made the decision to go for it and finally started taking steps toward a career in the biz?

Whether it's getting into film school, making your first student film or getting your first job as a PA, there's something magical about this time when your feet rarely touch ground. You're full of passion, excitement, creativity and anticipation. You can't believe you're part of this amazing, exclusive world, even if its only a tiny part, and you're willing to do *anything* it takes to succeed. It's exhilarating to work with seasoned professionals; to walk onto a real studio or television lot or stage; to walk the halls of famous agencies such as William Morris and CAA; to meet your idols; to learn, to watch and to strive to impress anyone you can. You love reading scripts, going to movies, critiquing movies, talking about the industry and associating with people in the industry. You've heard the dire warnings about the insecurity, rejection, competition and uncertainty; but your selective form of tunnel vision prevents you from taking any of it too seriously, because it's going to be different for you. What a high! You're starting out on the biggest and most wonderful adventure of your life with the goal that one day, you, too will be discovering great talent; landing substantial roles; writing scripts that create studio bidding wars; marketing and selling films throughout the world or working on shows that will entertain, influence and touch the minds and hearts of anyone and everyone who turns on a television or walks into a movie theatre. No one can dissuade you from your dream; because you live, eat and breathe it.

Now the trick is to find a way to remember these feelings once reality sets in and the harshness of the business hits you right between the eyes. Having the ability to recall those emotions, revisit the thrill, reminisce about what drew you into this line of work and remember what it is you love about the industry will help you get through the tough times.

Director, writer, producer and Action/Cut Seminar instructor Guy Magar recommends that we put all of that passion and excitement and all of those memories into a little box and tuck the little box into our back pocket for safekeeping. Then throughout your career, whenever you're feeling discouraged, frustrated, rejected, beaten down by the politics or competition – you can just take that little box out of your back pocket and open it up – releasing all those wonderful emotions and reminding yourself why you got into this business to begin with.

I love the little-box-in-your-back-pocket analogy, but you can also write out your feelings and leave them in your computer, in a journal, in a file, wherever – just as long as they're accessible and easy to get to when you need them. Rereading your notes after a considerable amount of time has passed is sort of like the thrill one gets when rereading old love letters and remembering what it felt like when you first fell in love with your spouse or partner after the demands of everyday life has taken its toll on your romance. Here are a few other ways to recapture the magic:

- Collect DVDs of the shows you work on (or appeared in), watch them from time to time, and remember the good times, the craziness, the locations and the people.
- Save memorabilia from your projects (cast and crew gifts, photos, scripts, etc.).
- Stay in touch with the special people you've met and worked with throughout your career, get together with them from time to time and reminisce.

- Help and mentor others just getting into the biz, and share your experiences with them. Teaching definitely does it for me.

If you're in it for the long haul, you're likely to get involved with projects that will fall through, there will be times when you're out of work longer than you'd like to be and you might very well end up working on exceptionally tough projects with people who test your patience beyond all reasonable limits. Whatever it is, there will undoubtedly be times when you'll find yourself disillusioned and questioning what demon ever possessed you to choose this insanity.

I hope you'll always be excited and passionate about your work and that the sense of wonderment never leaves you, but should you ever find yourself up against it and questioning the path you've taken – that's the time to pull the little box out of your pocket. Open it up, take a deep breath and soak up the memories. Or reminisce with people you've worked with, share your experiences with those just starting their careers, watch the shows you've worked on or find the love notes you once wrote to this business and revisit the feelings. Find your own magic elixir that will keep you from crashing and burning and will effectively ward off cynicism, frustration and defeat.

No matter how long your career in this business spans, your ability to remember why you chose this profession to begin with should give you the boost you need to keep going and to tackle most of the obstacles in your path.

This chapter is dedicated to all of my amazing students!

Recipe for Success

In closing, I would like to say that in spite of the many obstacles and the tremendous amount of competition those of us in this business are continuously up against, I am convinced that the recipe for success is this:

a sincere love of the business
one positive attitude
one winning personality
an array of well-developed people skills
one large network, along with a vast collection of solid industry relationships
endless reserves of energy
huge portions of assertiveness and chutzpa
a touch of humility
heaps of inspiration and creativity
a plethora of determination
a willingness to start at the bottom and pay your dues
an abundance of hard work mixed together with a "can-do" philosophy
an impressive knowledge of the business, blended thoroughly with an assortment of well-informed opinions
the desire to keep learning and to give more than what's expected
the time to have fun and make new friends
at least one unique quality that sets you apart from the crowd
one foot capable of getting into multiple doors
an ability to do well on interviews
a workable plan to get you where you want to go
the conviction that you're in it for the long haul
the patience and tenacity to get there
enough savings or an alternative source of income to get you through the lean times
oodles of confidence, motivation and self-esteem
the intuitiveness to anticipate the needs and tastes of others and to remain a step ahead
the talent to deliver a great pitch
one thick skin
ten gallons of shark repellent to ward off all overinflated egos, nasty tempers, annoying back-stabbers and sleazeballs
liberal amounts of schmoozing
the time and effort to keep up contacts
the support and recommendation of others
one sense of humor
at least one helpful and inspiring mentor
the belief that in spite of all the competition, rejection, insecurity, uncertainty, nepotism and politics, you will work again, sell a project or get a good role
one stellar reputation
generous dashes of passion and excitement
a huge sense of pride and accomplishment for having made it this far!

Glossary of Terms

In case you're not familiar with some of these words and terms, here's some production lingo that might be helpful. (You'll notice that many of these words have been used throughout the book.)

24-Frame Playback: because videotape runs at 30 frames per second and film runs at 24 frames per second, when you're filming a scene of someone watching TV, the TV footage has to be converted to 24 frames per second so it remains in sync with the camera.

Abby Singer (The): the second-to-the-last shot of the day. Named after the legendary AD/production manager/producer Abby Singer, who would often call "last shot of the day" only to have the director ask for more takes.

Above-the-Line: referring to the uppermost categories of a budget that encompass any and all costs relating to the rights to the screenplay, writing, the producer(s), director and principal cast of a production.

Aerial Shots: footage captured from a crane or a camera attached to a helicopter.

Anamorphic: a method of creating a wide screen image using a special lens on the camera and projector that compresses the width of the image that's exposed and then expands it when projected.

Answer Print: the first graded print of a film that combines sound and picture.

Ancillary Rights: contractual agreement in which a percentage of the profits are received and derived from the sale of toys, CDs, books, T-shirts, posters, etc.

Apple Box: various-sized wooden boxes used to raise the height of an individual or piece of equipment.

Armorer: part of the property department, the person responsible for weapons on the set of a film or TV show. This person would provide the correct weapons to fit the era and style of the show, advise the director on the use of the weapons, choose the correct blanks, teach actors to properly handle the weapons, make sure all weapons are properly licensed and ensure the safety of everyone on the set while the weapons are in use.

Assembly: an edited show

Automatic Dialogue Replacement (ADR): also referred to as "looping," this is when actors rerecord dialogue on a sound stage performed to playback of edited picture in order to match lip movements on the screen. The purpose is to obtain a cleaner, more intelligible dialogue track and/or a better delivery or inflection of the dialogue.

B Camera: an extra camera and operator, usually needed for complicated action scenes. ("C" camera would be a third camera on set, and so forth.)

B-Negative: film that's been shot but not printed.

B-Roll: behind-the scenes footage

Back End: profit participation in a film after distribution and/or production costs have been recouped.

Barndoors: blinders on the sides of lights used to keep the light directed.

Base Camp: the area at or near a shooting location where the company operates out of and where you'll find parked vans, trucks and trailers containing any combination of: equipment, wardrobe, hair, makeup, craft service, cast dressing rooms, school room, the producer's and the director's trailer. Also: the catering truck and tent, at least one honeywagon and an extras holding area.

Below-the-line: referring to the lower portions of a budget which encompasses costs relating to the crew, extras, materials, rentals, props, sets, locations, catering, vehicles, office and legal expenses, etc.

Best Boy: there are actually two best boys on a crew – the best boy grip and the best boy electric, and they're the seconds in command to the key grip and gaffer, respectively.

Blocking: decisions made by the director as to where the actors will be standing, how a scene will be lit and where the camera(s) will be placed.

Boom Mic: a long pole with a microphone on the end. The boom is extended out near the actors, and the mic is kept out of the camera's vision. (A mechanically extendable and manipulated boom microphone is known as a "giraffe.")

Box Office Receipts: what the theatre owner takes in from ticket sales to customers at the box office. A portion of this revenue is passed on to the studio/distributor in the form of rental payments.

Box rental: a fee paid to a crew member for use of his or her own equipment.

Breakdowns: schedules of individual elements needed for a show – extras, stand-ins, stunts, effects, second-unit requirements, picture vehicles, make-up/hair, special equipment, etc.

Bumpers: brief previews of stories to be covered later in a TV program – usually 2 to 15 seconds long and placed between a pause in the program and a commercial break.

C-Stand: a piece of equipment with a tripod base used by the grip department to hold flats, gels, bounce cards, and silks in front of light sources to block, direct or modify light. It can also be used to mount small lights and rig anything that can be made to fit on the stand.

Call Sheet: a game plan for what is to be shot the following day – who's to work, what time and where they're to report and what, if any, are the special requirements needed to complete the day. Included on the bottom of the call sheet is an advance schedule for the next couple of days.

Call Time: the time one is to report to the set.

Camera Car: a vehicle outfitted with camera, sound and lighting equipment designed to shoot a moving vehicle. The camera car is often attached to and drives the picture vehicle.

Camera Report: details of the footage shot for each roll of film (completed by the camera loader). Filled out in triplicate – one set accompanies the footage to the lab, one set goes to the Editor and the third remains with the respective Day File in the production office.

Camera Tape: cloth tape typically one-inch wide. It comes in different colors and is used for different purposes, such as the white tape, which is primarily used for labeling magazines and film cans.

Chief Lighting Technician: another name for *gaffer*.

Clapboard: also known as a "slate", it's a small board that holds information identifying a shot – the working title of the production, the names of the director and DP, the scene and take numbers, date and time. On the top of the clapboard is a hinged stick that is often "clapped" to provide audio/visual synchronization.

Color Correction: done via color timing in a motion picture film lab (as below) or produced digitally through a digital intermediate, this is a process of altering or highlighting the scene-to-scene color of a film.

Color timing: the manipulation of film's three primary dye layers – red, green and blue – in a process of changing, complimenting or illuminating the scene-to-scene color of a film as it was shot. Supervised by a color timer, the cinematographer's original intent is enhanced through a printing process conducted at a motion picture film lab.

Completion Bond: insures motion picture financiers against cost overruns in excess of their approved budget and that the film will be delivered in accordance with all specifications contained in the financing and distribution agreements.

Compositing: the combining of visual elements from separate sources into single images, often to create the illusion that all elements are part of the same scene. Examples might be combining rendered CGI shots into filmed materials or extracting elements shot in front of a blue/green screen.

Contingency: an amount of money added to a budget (customarily 10 percent of the total negative cost) to cover unexpected expenses.

Continuity: matching actions, the movement of props, costumes, makeup, hair, etc. from one take to another, so when a scene is cut together, all details are flawless. (This is the responsibility of the script supervisor.)

Continuity Breakdown: tracks the sequence (or progression) of events throughout a script by day, scene and/or location.

Core: a plastic hub used to hold film without a reel.

Cover Set: an interior location scheduled as an alternate shooting site for bad-weather days when exterior shooting isn't possible.

Coverage: shooting the same scene from different angles and setups. Different types of coverage would include a master shot, medium shot, two-shot, close-up, extreme close-up and over-the-shoulder shot. Coverage could also refer to *script* coverage (see below).

Craft Service: originally, this position was held by someone who serviced other crafts by cleaning up and serving snacks. It now refers the area on the set where you'll find snacks, water, coffee, fruit, sandwiches, etc. It also refers to the food itself as well as the person (or department) supplying and taking care of the food.

Dailies: in the olden days, also known as "rushes," this is footage that's been shot, rushed to the lab to be processed and printed, or if applicable, transferred to videotape or a digital media for viewing the next day.

Day-for-Night: a shoot occurring during the day using filters, underexposure and other techniques to simulate night.

Day Player: an actor who works on a daily basis, or a crew member who is brought in for just a day or two.

Day-out-of-Days: a chart that denotes workdays, almost always referring to the cast. It's also a handy way to chart schedules for stunt performers, extras, stand-ins, special equipment and anything that might pertain to your show.

Deal Memo: outlines the terms of one's employment on a specific project.

Deferred Payment: when writers, directors, cast, crew or vendors accept some or all of their compensation later in order to reduce production costs. A deferred fee is generally paid from profits generated from a completed motion picture, and if a movie isn't finished, or it doesn't generate sufficient revenue, then the deferred payment holders may not be paid the monies owed them.

Dialect Coach: a person who trains an actor in diction and/or the use of an accent needed to portray the role he or she is playing.

Diffusion: changing the intensity of light by using a filter, gel, scrim or smoke.

Digital Imaging Technician (DIT): a person who provides on-set quality control, image manipulation and color correction, production continuity, trouble shooting and consultation to assist in fulfilling the requirements and vision of the cinematographer in film-style digital production.

Digital Intermediate (DI): the electronically/digitally created original negative, which is now a standard in the industry.

Digitizing: the loading of material – videotaped footage, sound and music into a digital editing system.

Dissolve: the gradual fading out of one scene overlapping the fading in of another.

Distant Location: when a crew shoots in another location away from their home base, necessitating an overnight stay.

Dolly Shot: a moving shot that occurs while the camera is placed on a dolly.

Domestic Rights: usually defined as U.S. and English-speaking Canada.

Drive-On: permission left at a studio gate allowing a driver to enter the lot.

Drive-To: a form of mileage reimbursement paid to cast, crew and extras for reporting to a local location. The mileage is determined by calculating the distance from the studio or production office to the location and back and multiplying that distance by a specified amount per mile.

Dubbing: the process of duplicating a videotape, or as a film term, it can also be referred to as "mixing" – the blending of dialogue, music and sound effects.

Dupe (or Duplicate) Negative (or Internegative): a second-generation negative made from the interpositive for the purpose of striking additional release prints.

Effects: *Visual effects* are created when outside elements, such as animation, matte shots and computer-generated images (CGI) are integrated with original photography. The term *visual effect* also refers to the more familiar – reverses, dupes, flops, freeze frames, etc. *Physical effects* refers to the fabrication and development of models (miniatures); prosthetics; mechanically-operated vehicles, puppets, robots and creatures and the creation of specialty props. *Special make-up effects*, used in the preparation of prosthetics, is included in this category as well. *Mechanical effects*, better known as *special effects*, encompasses the recreation of rain, wind and snow; explosions; crashes; bullet hits, etc.

Emulsion: the composition of film – whether it's fast, slow, grainy, fine-grained, black-and-white or color, daylight balanced for indoor shooting, tungsten balanced for exterior shooting, etc. The emulsion type is represented by a number. For Kodak, it's a series of round numbers, and 35mm film always starts with the numbers 52.

End Credits: screen credits that appear following a show.

Establishing Shot: a shot that establishes the location or setting of a scene. An example would be a cityscape or the exterior of a particular building.

Exhibit G: a SAG time sheet performers are required to sign off on at the end of each workday.

Expendables: supplies such as tape, rope, lightbulbs and gels that are ordered for use on a show and used up during the course of the show.

First Team: the principal actors required for a scene.

Foley: a method of recording sound effects on a recording stage that involves physical movement recorded in synchronization with the picture (such as footsteps).

Football: the pouch, folder or envelope that holds the daily paperwork (during principal photography) that's passed from the set to the office each night and back to the set the next morning.

Force Majeure: a superior or irresistible force. This is a clause in a contract that allows the suspension of certain obligations in the event that production is halted due to forces beyond anyone's control, such as fire, earthquake, war or an "Act of God."

Forced Call: a penalty paid when an actor doesn't receive his or her requisite rest period (the time between being dismissed from the set one day and returning the next).

Four-Walling: renting a theatre and its staff for a flat fee, buying your own advertising and receiving all the revenue. The exhibitor is paid a flat fee regardless of performance and receives no split of box office receipts.

French Hours: union guidelines require a shooting company to break for a sit-down meal every six hours. Should it be inconvenient to stop for a meal break because of rapidly diminishing daylight, oncoming poor weather conditions or a desire to wrap a performer or a location by the end of that day – the company *may* continue shooting *if* 51 percent of the crew agrees to do so. If they do, food is continuously provided, but it's food that can be picked up while working and walking around the set. Once French hours are agreed to, however, the crew can work no more than ten straight hours without a sit-down meal, or the company faces retroactive (massive) meal penalty violations.

Gaffer: the chief lighting technician responsible for lighting a set as per instructions from the director of photography. This individual supervises placement of the lights before and during filming and is head of the electric department.

Gaffer's Tape: two-inch-wide cloth tape in black or silver made specifically for use on film shoots and designed not to leave a sticky residue behind.

Gel: a transparent, thin, tinted material placed over a light to change the color of the projected light.

Grace: if a scheduled meal break occurs during the shooting of a scene, a 12-minute "grace" period may be called in order to finish the work without incurring meal penalty.

Greenlight: to give the final "go" and commit the financing necessary to make a film.

Green Screen (or Blue Screen): a visual effects technique where actors are shot in front of a blue or green screen and the colored background is later replaced with another setting, thus transporting the actors to another location.

Greensman: a member of the crew that procures, places and maintains any vegetation on a set.

Grip: a member of the crew who adjusts scenery, flags, lights and operates camera cranes and dollies. Grips basically move, rig and alter anything essential to the set-up of a shot. A key grip is the head of the grip department, a best boy grip is his second in command and a dolly grip specializes in pulling and pushing the camera dolly.

Gross Participation: a portion of gross receipts without any deductions for distribution fees, expenses or production costs, although deductions for checking and collection costs, residuals and taxes are generally accepted. This is the most profitable type of participation an investor can have.

Gross Receipts: studio/distributor revenues derived from all media, including film rentals, television, home video and airline licenses, merchandising and ancillary sales.

Hiatus: a break in the normal shooting schedule of a series.

Hero: hero props-wardrobe-set dressing-vehicles, etc. are those items touched, used, worn, driven by, etc. the lead actors in a show (the "heroes") and are thus established on-camera. Once established, these items are routinely saved for reshoots, inserts, sequels, marketing and archival purposes.

HMI (Halogen Metal Incandescence): a very bright, power-efficient light balanced for the color temperature of daylight.

Honeywagon: a tractor-pulled (long) trailer outfitted with individual dressing rooms ("bangers") and restrooms.

Hot Set: a set where everything is in place, shooting is taking place and nothing can be changed or disturbed.

Hyphenates: individuals who fulfill two or more major roles/titles, such as producer–director, writer–director or actor–director.

Immersive: a computer display or system that generates a three-dimensional image that appears to surround the user.

Independent Film: a movie not produced by a major studio.

Insert: a close-up (or extreme close-up) shot used to clarify or emphasize an item or action in a scene, sometimes shot on an *insert* stage after principal photography.

Jib: the arm of a mechanical crane.

Lamp Operators: electricians who work under the supervision of the gaffer (or chief lighting technician).

Leadman (or Leadperson): the second in command to the set decorator and the person in charge of the set dressers (also know as the *swing gang*).

Letterbox: the practice of transferring film shot in a widescreen aspect ratio to a standard-width TV format while preserving the film's original aspect ratio. This is done by matting the top and bottom of the screen with black bars.

Lighting Board Operator: a member of the electric department who runs a console that controls the level or intensity of the lights, creating a look for the show.

Loanout: pertaining to individuals who are incorporated. It's when their corporation "loans out" their services to a production company, and their compensation is paid directly to the corporation.

Lock Up: a method of controlling unwanted or extraneous noise and activity immediately before and during the filming of a shot.

Looping (or ADR): the rerecording of production dialogue that has been deemed unusable for any number of reasons (airplane flying overhead during the take, unintelligible dialogue, etc.). The actors repeat the dialogue while watching themselves projected on a screen and listening to the sound track on earphones as it was originally recorded on the set. The new dialogue that's being recorded must match the lip movement of the actor on the screen.

Magazine: an attachment to a camera with one or two light-proof chambers that hold 400 or 1,000 feet of film. One camera will usually have two or three magazines loaded ahead of time.

Magic Hour: the minutes just around sunset and sunrise, where light levels change drastically and quickly, lending a warm orange glow to earlier shots and a clearer blue in later minutes allowing a crew to shoot night scenes while light still remains.

Main Titles: the screen credits that appear before a show begins, or if no credits appear at the beginning, they're the first set of credits that appear at the end of a show.

Majors (the): the major Hollywood studios – Twentieth Century-Fox, Sony Pictures, Warner Bros., Paramount Pictures, Universal, Disney and MGM/UA.

Martini Shot: the last shot of the day's shoot (because according to UPM legend, Abby Singer, the next "shot" is in a Martini glass).

Master Shot: a continuous wide shot take that encompasses the entire set and all of the actors and action associated with a specific scene.

Matte Shot: a photographic technique whereby artwork is combined with live action.

Meal Penalty: union guidelines require a shooting company to break for a hot, sit-down meal every six hours. If the meal is not provided, a meal penalty violation (fine) is paid and incrementally increases every half hour until a meal is served. A 12-minute unplanned "grace" period is allowed for production efficiency before a first meal, and a half-hour extension can be used at wrap to complete take(s) in progress at the end of a work day.

Medium Shot: a camera shot from a medium distance, usually showing the characters from the waist up, allowing the audience to see body language, but not usually close enough to see facial expressions.

Mobisode: an episode of a show adapted to view on a cellular phone. This could include previously viewed network shows or original material shot for this platform.

Modeler: a person who develops a three-dimensional object (either inanimate or animate) via specialized software in 3D computer graphics.

Montage: a collage of images – short shots edited (usually without dialogue), that convey an emotional response or passage of time. A montage is used to convey a feeling or passage of time while condensing time and information.

Motion Capture: an animation technique in which the actions of an animated object are derived automatically from the motion of a real-world actor or object.

Motion Control: a camera setup which records the motion of a camera during a shot, so visual effects can be easily synchronized with the photographed scene.

Movematch: the use of computer programs to combine and synthesize real footage with CGI effects. The person that makes the integration between CG and live action footage is called the "Matchmove artist," "Matchmover," "Integration artist" or "Camera tracking artist."

Music Supervisor: the person who coordinates the work of the composer, the music editor and sound mixers as well as researches, obtains rights to and supplies songs for a production.

Negative Cost: the actual cost of producing a film, including the manufacture of a completed negative, not including the costs of prints, advertising or distribution.

Negative Cutter: a person who matches the film negative of a movie and conforms it to the final version of the cut film.

Negative Pickup: a contract entered into by a studio/distributor that agrees to purchase a completed film (finished negative) by a specific date and agrees to pay for prints and advertising and distribution costs. If the picture is not delivered on time and in accordance with the terms of the agreement, the studio/distributor has no obligation to license the film.

Net Profits: profits remaining after all allowable expenses have been paid and deductions taken.

No-Quote Deal: when a deal is made for talent, and the deal is kept confidential. The type of deal is usually made when someone works for a lower salary than he or she customarily works for and doesn't want the terms and conditions divulged, so it won't influence negotiations for future deals.

One-Liner (or One-Line Schedule): a short version of a shooting schedule indicating cast, page count and set description only.

Opticals: visual effects such as dissolves, fades, enlargements, etc. This may also include titles when they appear over action.

Option (as in optioning a script): an agreement that gives an individual or production entity the exclusive right to develop and shop a screenplay for a set period of time and for a negotiated price (it doesn't have to be pricey as long as some money changes hands). If the project isn't sold/bought within that time period, the rights revert back to the writer or former owner.

Out-Take: a take of a scene not used in a film or TV show. On some shows, out-takes are shown under closing credits or in gag reels at wrap parties.

Overcranking: the process of speeding the frame rate of a camera, so when the captured pictures are played at the normal frame rate, the action appears to be in slow motion.

Per Diem: a daily allowance given to cast and crew members working on a distant location to cover the cost of meals, laundry, etc. Travel and hotel accommodations are generally paid for directly by the production.

Perf (perforations): the sprocket holes along the sides of film.

Pick-ups: movies made by one studio that have been acquired by another. Also, any footage shot after principal photography – commonly referred to as "pick-up shots."

Pipeline: a schedule of movie projects in production.

Picture Car (or vehicle): a vehicle that appears on-screen.

Photo Double: an extra performer who is actually photographed as a substitute for another actor, usually in a long or drive-by shot where his or her face can't be clearly seen.

Poor Man's Process: instead of shooting a vehicle driving down a street/road/highway, this is a "down-and-dirty" process that creates the illusion that a vehicle is moving when in fact it's sitting on a stage (lit and gently rocked to simulate movement).

Previsualization: 3D animation tools to help design and conceptualize shots that include details such as lighting, lenses and camera angles. Seeing what the actual shots are likely to look like gives filmmakers the chance to make changes and solve potential problems during pre-production.

Principal Photography: the "shooting" period in which all scripted material covering all speaking parts is filmed.

Product Placement: the props, set dressing, vehicles and wardrobe donated or loaned to a production for on-air usage. It could also be a shot of a recognizable airline logo as a plane takes off or a banner or billboard advertising a brand name product. What manufacturers choose to donate, loan and often pay for the valuable exposure is determined once they (or their representatives) evaluate the script, cast and director of any particular project. Product placement is big business and can be a great way to defray production costs.

Production Report: the official record of what was shot on any given day in terms of scene numbers, setups, minutes, film footage and sound rolls; who worked and the hours they worked; the locations shot at; how many meals were served; vehicles and equipment that were used; and the delays, accidents or notable incidents that may have occurred.

Production Sound Mixer: the head of the sound department on the set and the individual responsible for recording the production sound on-set at the time of shooting. The mixer selects and operates the microphones and recording equipment used on the set, directing the boom operator, combining the sound captured by multiple mics, recording sound ambiance and room tone as well as wild track to aid the editor and sound mixer in matching different sound takes.

Props: anything an actor touches or uses on the set, such as cell phones, guns, glasses – even food. The property master is also responsible for the basic jewelry an actor wears on camera – a watch, wedding ring, necklace, etc. (whereas a hat or a pair of earrings that match a specific outfit would most likely be the domain of Costumes).

Prosthetics: three-dimensional "appliances" affixed to a body or to alter the performer's appearance. This would include such things as: aging skin, scars, burns, mutilations, a sixth finger, a mermaid tail, a full creature or animal suit.

Purchase Order: the most valuable method of tracking and forecasting costs and used whenever possible for purchases, rentals and/or services.

Raw Stock: unexposed, unprocessed film.

Residuals: dictated by union and guild guidelines, these are payments made to directors, UPMs, assistant directors, writers, actors and musicians when a television show or film they've worked on is replayed. Payment amounts are based on the platform (TV, Internet, etc.) in which the show appears, and in most instances is calculated on a sliding scale based on the number of times it appears. (A typical example of residuals would be the payments received for television reruns.)

Rolling Stock: vehicles being shipped via ocean.

Rough Cut: a preliminary assembly of footage.

Scale: the minimum salaries permitted by a union or guild.

Second Team: the stand-ins (see ahead).

Second Unit: scenes shot without principal actors such as: establishing shots, certain stunts, car drive-bys, etc.

Scene: a segment of action that takes place in the same location over the same period of time.

Script Coverage: script coverage is sort of like a book report. It starts with the particulars: name of the project, writer, date of submission, genre, locale, time period, who it was submitted to and who it's being read by. Under all these details, the "log line" is stated, which is generally a one-sentence description of the screenplay. Following the log line is a one- to two-page summary of the screenplay, highlighting the characters, plot line, etc., and this part is headed "Concept." "Comments" come next, and this encompasses the reader's personal opinion about the script. This could run anywhere from one paragraph to a full page. Last, the reader rates the concept, plot structure, characterizations, dialogue, resolution and commercial viability. The ratings run from "poor" to "fair" to "good" to "excellent."

Shooting Schedule: a detailed schedule reflecting the scenes, actors, stand-ins, extras, number of pages, locations, special props, vehicles, wardrobe, equipment, animals, etc. to be shot each day.

Short Ends: remaining lengths of unexposed film left over after the exposed section has been cut off. Short ends can be loaded and used for short shots and inserts. Left-overs at the end of a shoot are generally sold and occasionally donated to students and low-budget filmmakers.

Sides: reduced-sized script pages that contain the scenes to be shot that day.

Skins: a list of extras to work that day issued by the background agency. Another definition is a piece or length of material containing an advertisement or logo that's affixed to a car or truck that's photographed in a shot. Skins are often used on local fire engines, police cars and ambulances.

Slug Line: a header appearing in a script before each scene description detailing whether the action is to take place inside (interior or INT) or outside (exterior or EXT), the location and the time of day (day, night, dawn or dusk) the scene is intended to occur.

Sound Designer: the person responsible for designing and creating the audio components of a show.

Sound Effects: the adding, replacing or enhancing of sounds of any kind that aren't recorded during production or were recorded but deemed unusable. Sound effects can include anything from the sound of a kiss to that of a major explosion.

Source Music: music that originates from a source, such as an orchestra, band or radio, within a scene.

Spec Script: short for speculative, it's a screenplay you're *not* being paid to write but rather one you're writing with the hope of selling.

Speed: "speed" is called by the camera operator on the set indicating to the director that the camera is operating at the correct speed. It's announced just before the director calls for "action."

Splinter Unit: a small group that shoots usually concurrently at some location while the main unit operates somewhere else. At times the splinter unit will shoot pick-up shots, establishing shots or shots that don't require the main actor or actors to be present.

Spotting: in a screening with the composer, producer, director, editor and post production supervisor, this is when decisions are made regarding the placement and tone of music cues. Spotting is also done for sound effects and occasionally ADR.

Squib: a small explosive device, which, when detonated, will simulate the effect of a bullet/puncture wound or small explosion. When worn by actors, they typically include a container of fake blood that bursts upon detonation.

Stand-in: an extra used as a substitute for another actor (for the purpose of focusing shots, setting lights, etc.) and is not photographed.

Station 12: a SAG procedure to ensure that the actors cast to work on a show are in good standing with the guild prior to reporting for work.

Steadicam: a camera attached to a camera operator via a mechanical harness that reduces or eliminates the unsteadiness of the operator's motion.

Stock Footage: shots in a show that have been duplicated from other sources (films, TV shows, documentaries, etc.) – often obtained from a stock film library.

Storyboard: a sequence of illustrations depicting specific scenes or planned shots.

Swing Gang: also known as set dressers, they dress and strike the set and work under the supervision of the set decorator and lead person.

Sync: the degree to which sound and picture are lined up.

Syndication: the distribution of films and major network TV shows to independent commercial television stations on a regional basis.

Taft/Hartley: a federal law that allows a nonmember of a union or guild to work on a union show for 30 days. At the end of that time period, the nonmember *must* join the union to continue working on that particular show or for another signatory company.

Take: a single, continuous shot or multiple versions of the same shot.

Telecine: the process of, or place where, film is transferred to video.

Timing: a process in which the color and density of the picture are balanced from one scene to another throughout the picture. It's done at the lab with the lab's color timer, the editor, and occasionally, the director of photography.

Tracking Shot: a shot where the camera is placed on a dolly and moved while filming – parallel to the path of the object being filmed.

Treatment: a detailed synopsis of a show's story, with the action and characters described in prose form.

Turnaround: regulated by a union or guild, it's the minimum rest period allowed from the time of dismissal one day until call time the next day. It also pertains to the time off from dismissal at the end of a week until call time on the first day of the following work week. A *forced call* is when a production decides to bring a cast or crew member back to work before their required turnaround.

Undercrank: to run the camera at a slower speed to produce a faster motion. (The term originated from a time when one could actually "crank" a camera.)

Video Assist: video cameras that allow instant review of a scene to monitor framing, focus and performance of a take. Both the system and the person operating it are referred to as video assist.

Video Village: an area on or next to a set where the director, DP, producers (or in the case of commercials – clients and agency reps) can view all on-camera activities from video monitors.

Walla: unintelligible background conversation, crowd noise and murmuring.

Wild Sound: non-sync sound recorded without the camera running" – usually recorded to supplement sync takes.

Wrap: to finish up, to complete as in "wrapping" the day or the shoot. To say you've wrapped or "It's a wrap" infers that the work day or shoot has been completed. "Wrap it up" means to hurry up. A wrap party or wrap gifts would be something held/given at the completion of a show.

Here are some initials for you:

AD: assistant director

ADR: automatic dialogue replacement

AFCI: Association of Film Commissioners International

AFM: American Federation of Musicians

AFTRA: American Federation of Television and Radio Artists

AMPAS: Academy of Motion Picture Arts and Sciences

AMPTP: Association of Motion Picture and Television Producers

APOC: assistant production office coordinator

ASC: American Society of Cinematographers

BAFTA: British Academy of Film and Television Arts

BSC: British Society of Cinematographers

CAS: Cinema Audio Society

CGI: computer-generated image

CSA: Casting Society of America

CSATF: Contract Services Administration Trust Fund

CU: close-up

CSC: Canadian Society of Cinematographers

DAT: digital audio tape

DGA: Directors Guild of America

DI: digital intermediate – going from (shooting on) film to (post production on) digital back to (releasing on) film

DP: director of photography

DV: digital video

E&O: errors and omissions (insurance)

ECU: extreme close-up

EP: executive producer

EPK: electronic press kit

ESU: engineering set up

EXT: exterior

HD: high definition

HOD: head of department

IA or IATSE: International Alliance of Theatrical Stage Employees (union)

IN (or internegative): a copy of the original negative, made from an IP and used to strike release prints – also see *Dupe Negative* definition

INT: interior

IP: (interpositive) a fine grain positive print of a picture made from the cut negative and used to make a duplicate (dupe) negative.

L&D: loss and damage

M&E: music and effects track

MOS: without sound (or as it was famously mispronounced by a German director, "mitout" sound)

MPAA: Motion Picture Association of America

MPPDA: Motion Picture Producers and Distributors of America

MPV: Meal Penalty Violation

NDB: Nondescript breakfast. If a performer has an early call for the purposes of hair, make-up and/or wardrobe, he or she is given a nondescript meal within two hours of call (for at least 15 minutes freed of all activity) to avoid going into meal penalty before the company breaks for lunch.

ND: nondescript

NG: no good

OS: off stage

OT: overtime

P&A: prints and advertising

PA: production assistant

PDA: personal digital assistant

PO: purchase order

POC: production office coordinator

POV: point of view

PGA: Producers Guild of America

POC: production office coordinator

PR: production report

SAG: Screen Actors Guild

UPM: unit production manager

VO: voice-over

VTR: videotape record

WGA: Writers Guild of America

***Note*:** *you'll find additional terminology defined as it relates to Chapter 27 on New Media and Chapter 30 on Post Production.*

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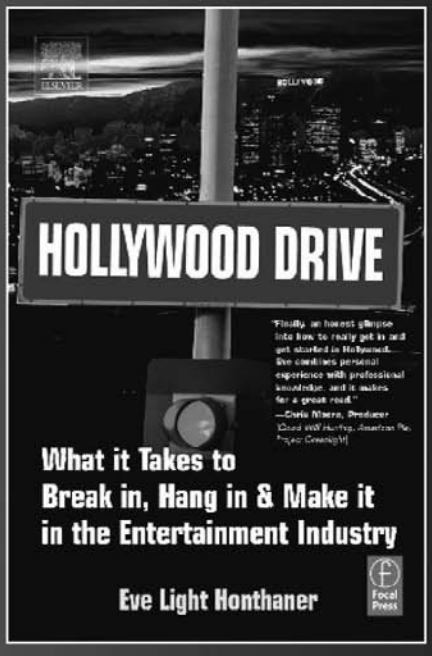
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