PANNZ Legal Templates Project

With thanks to Creative New Zealand and McLaughlin Law

A Guide To Using - Deed for Creative Services

Please do not alter the main body of the Deed in any way. You can amend or over ride any clause in main body of the Deed via providing details of such in Paragraph T of the Appendix. All project specific information should be written into the Appendix. Once completed the Appendix of the Deed will provide you and your collaborator/contractor with a valuable record of your rights, responsibilities and obligations in relation to the project.

The process of completing the Deed should be an important part in producing your work. It will provide you with prompts to ensure that you discuss key issues with your team members.

Appendix – Key Terms

A. Date of Deed	Write the date the last party signs this template eg Monday 15 December 2010
B. Production Details	Fill in the details of the Producing Entity eg. Blue Skies Productions
C. Service Provider Details	Fill in the details of the Service provider eg. Out of the Box Design
D. Sole Trader or Services Company	If the Service Provider is an individual/sole trader tick the first box. If the Service Provider operates through a Limited Liability Company tick the second box. This then links to Clause 1.2 of the Deed. If the second box is ticked also make sure the Service Provider arranges for execution of the Letter of Inducement attached to the Deed as Schedule 1.
E. Service Provider's Services Company Details	Specify the details of the Ltd Liability Company if applicable
F. Services	This is where you insert a basic job description for the Service Provider. A selection of generic position descriptions are provided as an addendum to this document. You may wish to tailor one of these to suit your needs: • Director • Producer • Set Designer • Lighting Designer • Sound Designer

	• Costume Designer • Performer • Production Manager • Stage Manager • Publicist • Marketing Co-ordinator
G. Production	Name the production and any defining information such as the playwright eg Hamlet by William Shakespeare
H. Production Period	Specify public performance dates only eg Wednesday 12 January 2011 – 8pm Thursday 13 January 2011 – 8pm Friday 14 January 2011 – 8pm Saturday 15 January 2011– 2pm & 8pm Non performance dates eg workshops, readings, rehearsals can be specified in K
I. Commencement Date	Write the date the Service Provider will start to work on the project. Eg Friday 17 December 2010
J. Finishing Date for Services	Write the last date that the Service Provider will be working on the project. Allow for de-brief / box office settlement time. Eg. Saturday 22 January 2011
K. Times, Date and Locations	Insert all known key dates in your timeline eg readings, workshops, fittings, meetings, production week, season etc. The service provider may not be physically required on all these occasions. Some may just be project milestones that they need to acknowledge. Clarify this.
L. Agreed Costs to be Spent	This is where you can specify any budget authority granted to the Service Provider. Eg A set designer may for example be advised that the budget to construct, transport and install their design is $8,000 and this must be spent in consultation with the Production Manager or Producer.
M. Payment for Services	Specify the base fee to be paid to the Service Provider and how/when that will be paid eg $x on signing $x on 31/12/10 following sign off of final design $x on 15/1/11 at conclusion of premiere season Service Provider to provide tax and banking information Please note royalties for subsequent seasons are dealt with in Q if relevant. Don't mention them here unless the Service Provider is taking a royalty in this season in lieu of a fee.
N. Additional Expenses	If you are hiring artists from out of town, or taking a production on tour this may be relevant to you. Here you could specify: • per diems / living allowances • travel provisions • accommodation provisions This section also acknowledges work visas which may be required when working internationally. State if "Not Applicable"

O. Complimentary Ticket Allowance	Specify if the Service Provider is entitled to any complimentary tickets and if so how many and for what performance. If use of the tickets must be confirmed prior to a certain date/time also specify that here. You could also add a disclaimer eg. Best seats available will be allocated but are not guaranteed.
P. Intellectual Property	Ideally as a Producer you would like the Service Provider to tick the first box – Producer Ownership. That way you can remount and/or tour the work safe in the knowledge that you own the intellectual property in the design/composition etc. You will still be required to pay the Service Provider any royalties agreed under Q however there is no risk to you that the Service Provider will withhold rights in subsequent seasons. If, however, the Service Provider wishes to limit the license to this Production only they can tick the second box. The problem with this from a Producer's perspective is that you then have to re-negotiate with the Service Provider prior to every new season. The chance of a set or lighting design finding a market beyond your production is not high but if you have commissioned a script, a composition or film work then there is a real chance that the Service Provider might have the opportunity to use that elsewhere at some point in the future. Consider what that might mean for your production.
Q Royalties	Specify any royalties to be granted to the Service Provider for subsequent seasons if they have ticked Producer Ownership in P.
R. Credit	Here you can specify how the Service Provider might be credited in relation to the production eg Tom Smith – Lighting Design Note that some third parties such as Playmarket might require a credit to be positioned in a particular way eg following the title of the work in a font no smaller than 1.2 that of the title font.
S. Agent	If the Service Provider is represented by an Agent in this negotiation specify these details here. Please note that many agents choose not to get involved in theatrical negotiations so do not list them if they are not directly involved.
T. Specific Additions	Use this section to record any variation to the body of the Deed eg Clause 10 specifies that the Service Provider is responsible for their own insurances. If you are producing a tour you may agree to cover their travel insurance in the travel provisions etc
Body of The Deed	No changes should be made to this part of the agreement
Form of Inducement Letter pursuant to Clause 1.4 of the Deed	This only needs to be completed is the Service Provider is a Services Company rather than an individual eg you may intend to engage Butch Cassidy as your sound designer but they have asked you to

	contract them through their Ltd Company Cassidy Soundscapes Ltd. Essentially the Inducement Letter just mirrors some of the key terms already agreed between the Services Company and the Producing Entity but has the Service Provider agreeing to personally meet these obligations if for whatever reason the Services Company fails to.