

DEED FOR CREATIVE SERVICES

APPENDIX – 'KEY TERMS'

The Key Terms included in this Appendix are subject to the further provisions of this Deed and in the event of any conflict between any provision of the Key Terms below and any other part of this Deed such other part of this Deed will take precedence, with the exception of any changes to the terms of this Deed specifically provided for in Paragraph T of this Appendix.

A. DATE OF DEED	
B. PRODUCTION ENTITY DETAILS	Full Legal Name: _____ Phone: _____ Physical Address: _____ Postal address: _____ Fax No: _____ Email: _____ Contact Person: _____
C. SERVICE PROVIDER DETAILS	Full Legal Name: _____ Phone: _____ Physical Address: _____ Postal address: _____ Fax No: _____ Email: _____
D. SOLE TRADER OR SERVICES COMPANY – (Clauses 1.2 and 1.3 of the Deed)	Indicate which option is to apply by placing an X in the applicable box below: <input type="checkbox"/> Sole Trader: The Service Provider is providing the Services directly to the Production Entity as a sole trader. <input type="checkbox"/> Services Company: The Services of the Service Provider are being provided via a limited liability services company as more specifically described in clause 1.3 of the Deed and the details of such company are provided in Paragraph E below.
E. SERVICE PROVIDER'S SERVICES COMPANY DETAILS (IF APPLICABLE)	_____ LIMITED, a New Zealand Company with registered number _____ and registered office of _____ Phone: _____ Physical Address: _____ Postal address: _____ Fax No: _____ Email: _____

	Contact Person: _____
F. SERVICES – (Clause 1.1 of the Deed)	[Insert detailed description of the services the Service Provider is to be providing. Sample Service Descriptions are available in the “Guide” to this Deed].
G. PRODUCTION – (Clause 1.1 of the Deed)	[Insert name and description of the Production.]
H. PRODUCTION PERIOD – (Clause 1.5 of the Deed)	[Insert details of the dates during which the Production will be showing to the Public.]
I. COMMENCEMENT DATE FOR SERVICES – (Clause 1.7 of the Deed)	
J. FINISHING DATE FOR SERVICES – (Clause 1.7 of the Deed)	
K. TIMES, DATES AND LOCATIONS FOR PROVISION OF SERVICES – (Clause 1.8 of the Deed)	[Insert with as much detail as possible the actual times, dates and locations at which the Services are to be provided including workshops, readings, rehearsals, dress rehearsals, wardrobe fittings, production week, performance season etc as applicable.]
L. AGREED COSTS TO BE SPENT ON BEHALF OF THE PRODUCTION ENTITY – (Clause 1.11 of the Deed)	

<p>M. PAYMENT FOR SERVICES - (Clause 4.1 of the Deed)</p>	<p>Amount of Remuneration:\$ _____</p> <p>Date(s) for payment:_____</p> <p>Service Provider (or Services Company as applicable) GST Number (if applicable):_____</p> <p>Withholding Tax payable Y/N</p> <p>Details of Withholding Tax exemption certificate: _____</p> <p>Service Provider (or Services Company as applicable) IRD Number (if applicable):_____</p> <p>Service Provider (or Services Company as applicable) Bank Account into which any payments are to be made:_____</p>
<p>N. ADDITIONAL EXPENSES - (Clause 5.1 of the Deed)</p>	<p>PER DIEMS Where the Service Provider is required to stay away from their normal residence overnight the Production Entity will cover such costs as are further clarified in clauses 5.1 and 5.2 and will also pay the amounts as may be specified below to the Service Provider or as applicable the Services Company:</p> <p>i. Daily / Weekly Per diems of \$ _____ (pro-rata for any part of a 7 day period)</p> <p>TRAVEL EXPENSES</p> <p>ii. Weekly travel allowance of \$ _____ per week if Service Provider is using their own vehicle (pro-rata for any part of a 7 day period).</p> <p>iii. The Production Entity will provide the following transport to the Service Provider:</p> <p>ACCOMMODATION</p> <p>iv. The Production Entity will provide the following accommodation to the Service Provider:</p> <p>VISAS / WORK PERMIT The Production Entity will meet visa costs as provided for in clause 5.3.</p>
<p>O. COMPLIMENTARY TICKET ALLOWANCE – (Clause 6 of the Deed)</p>	<p>[insert details of any complimentary ticket allowance to be made available to the Service Provider (or Services Company as applicable).]</p>
<p>P. INTELLECTUAL PROPERTY OWNERSHIP – (Clause 7 of the Deed)</p>	<p>Indicate which option is to apply by placing an X in the applicable box below:</p> <p><input type="checkbox"/> Production Entity Ownership: The Production Entity is to own all rights in anything arising from the provision of the Services as more specifically described in clause 7.1.</p> <p><input type="checkbox"/> Service Provider Ownership: The Production Entity is only to have a limited licence to use anything arising from the provision of the Services in relation to the Production and ownership of any such thing will remain with the Service Provider as more specifically described in clause 7.8.</p>
<p>Q. ROYALTIES – (Clause 7.3 of the Deed)</p>	<p>If the Service Provider is to receive royalties for each subsequent use of their intellectual property in future shows pursuant to clause 7.3, indicate which option is to apply by placing an X in the applicable box below and completing the applicable details:</p> <p><input type="checkbox"/> OPTION 1: A flat fee in each applicable instance of use pursuant to clause 7.3 of:_____.</p> <p><input type="checkbox"/> OPTION 2: A percentage being _____% of the gross box office earned in each applicable instance of use pursuant to clause 7.3.</p>

R. CREDIT (if applicable) - (Clause 8.1 of the Deed)	[If applicable in the circumstances insert details of the written credit the Service Provider is to receive in respect of the provision of the Services. If no credit is to be provided then this should be left blank.]
S. AGENT AND DETAILS (if applicable) – (Clause 20.9 of the Deed)	Name of Agency: _____ Name of Agent: _____ Phone: _____ Physical Address: _____ Postal address: _____ Fax No: _____ Email: _____
T. SPECIFIC ADDITIONS OR AMENDMENTS TO THE DEED	[insert here details of any new provisions that are not otherwise provided for in the Deed that are to apply in relation to the Services or any specific changes that are to apply to any clause of the Deed.]