

**CONTRACT
AUDIO PERFORMANCE**

Between _____ (the producer)
and _____ (the performer)

Under the Agreement of November 9th 2004, the producer employs the performer to perform speak/song in a commercial production the working title of which is

1. SALARY

a. Speak/song (Clause 3 (4))

For the first hour the performer shall receive a studio fee of DKK _____ (minimum DKK 1,700).

For each subsequent hour or part thereof the performer shall receive a studio fee of DKK _____ (minimum DKK 850).

Please note: Use fee shall be paid in accordance with point 2 below: Use fee

b. Speak - several spots - brief exploitation periods (Clause 3, (6a))

During the same call the performer performs _____ advertising spots for the same advertiser. The following fee, covering call and use for 2 weeks, has been agreed: DKK _____ (minimum DKK 3,100 and minimum DKK 310 per spot).

For additional use for a further 4 weeks a supplement of 50% shall be paid, DKK _____.
If speak is performed as a matrix such shall be paid for in accordance with point 1a.

c. Speak - several spots - long exploitation periods (Clause 3 (6b))

During the same call the performer performs _____ advertising spots for the same advertiser.

For the first spot the performer shall be paid as stated under 1a above.

For the 2 and 3 spots the performer shall receive a studio fee of _____ % (min 75% of the amount stated under a. above for each.

For the 4 and 5 spots the performer shall receive a studio fee of _____ % (min 40% of the amount stated under a. above for each.

For each subsequent spot the performer shall receive a studio fee of _____ % (min 10% of the amount stated under a. above for each.

Please note: Use fee shall be paid in accordance with point 2 below: Use fee

d. Dubbing (Clause 3 (4))

For the first 3 hours the performer shall receive a studio fee of DKK _____ (minimum DKK 2,000).

For each subsequent hour or part thereof, the performer shall receive a studio fee of DKK _____ (minimum DKK 750).

Please note: Use fee shall be paid in accordance with point 2 Use fee.

2. THE SIGNING OF THE CONTRACT CONFERS THE FOLLOWING USE RIGHTS ON THE PRODUCER (tick box):

In addition to the fees stated under point 1a,c and d the producer shall pay for the following uses (tick boxes):

- A. TV/Cin. Denmark 1 year (100%)
- B. TV(Cin. Denmark 2 year (175%)
- C. TV/Cin. Denmark 3 years (250%)
- D. TV/Cin. Sweden+Norway+Finland 1 year (100%)
- E. TV/Cin. Sweden+Norway+Finland 3 years (200%)
- F. TV/Cin. Sweden 2 years (50%)
- G. TV/Cin. Norway 2 years (50%)
- H. TV/Cin. Finland 2 years (50%)
- I. TV/Cin. Iceland 2 years (15%)
- J. TV/Cin. USA, UK or Germany per country, 1 year (100%)
- (Country/-ies: _____ x 100% = _____%)
- K. TV/Cin. Europe excl. A-J, 1 year (100%)
- L. TV/Cin. Europe, excl.A-C and J, per country, 2 years (50%)
- (Country/-ies: _____ x 50% = _____%)
- M. TV, the rest of the world, specific negotiation
Country/-ies: _____
Number of years: _____
Against a payment of _____ % of the studio fee
- N. Retail outlet video etc. 1 year (50%)
- Q. CD-Rom, Denmark
Editions of 0-5,000 copies, Denmark, 2 years (minimum 25%)
Editions of 5,001-10,000 copies, Denmark, 2 years (minimum 40%)
Editions of more than 10,000 copies, Denmark, 2 years (minimum 50%)
Number of editions _____ against a payment of _____ % of the studio fee

R. Internet
Denmark, 1 year (minimum 50%)
The rest of the world (minimum 125%)

S: Video presentation:
- on stations, train and metro
- in airports and on board planes
- in taxis or
- via mobile phones
Free use in Denmark, 1 year (minimum 10% for each area of use)
Area(s) _____ x _____ % = _____ %

T: Projection TV, Denmark, specific negotiation between producer and performer
Place, number of presentations/period: _____
Against a payment of _____ % of the studio fee

If rights are purchased for more than one period this shall be stated as follows:

(Use (A, B, etc.): xx periods of yy% = zz%)

_____ : _____ periods of _____ % = _____ %

_____ : _____ periods of _____ % = _____ %

Possible specific negotiation (cf. Clause 15):

Use: area _____ in _____ year, paid by _____ % of the studio fee.

TOTAL STATEMENT OF USE FEE: _____ % of the STUDIO FEE

TOTAL CONTRACT AMOUNT:

Number of studio hours: _____ of DKK _____

DKK: _____

Number of studio hours: _____ of DKK _____

DKK: _____

Number of spots: _____

DKK: _____

TOTAL STUDIO FEE:

DKK: _____ (holiday allowance is calculated in accordance with Clause 8)

Use fee: _____ %

DKK: _____

Travel and waiting days: _____

DKK: _____ (holiday allowance is calculated in accordance with Clause 8)

Per diem rates and accommodation: _____

DKK: _____

Holiday allowance, to be paid to the Holiday Fund:

DKK: _____

TOTAL:

DKK: _____

3. PAYMENT OF FEE

The fee shall be paid when the performer has completed his part in the shooting, cf. Clause 3 (11).

4. SPECIAL AGREEMENTS

5. LATER USES (payment for these must be effected before the use is begun)

a: The producer may/may not prolong the ticked-off uses against payment of renewed use fee.

Please state which (A, B, etc.):

b: The producer may/may not use other rights than those ticked-off above against payment of renewed broadcasting fee.

Please state which (A, B, etc.):

c: The performer may/may not cancel the producer's options in accordance with 4a and 4b above at 6 months notice.

Please state which (A, B, etc.):

d: The following uses may only be acquired by the producer after specific negotiation about payment and use periods with the performer:

6. LAPSE OF OPTIONS AND EXPLOITATION RIGHTS

All exploitation rights and options in relation to the performer's performance lapse 5 years after the first showing of the commercial.

_____ date _____

Performer

Producer

*The contract form can be obtained from the Danish Actors Association
or downloaded from www.PRODUCENTERNE.dk*
