



Leaders in Clean Oxygen Fed Sport Cinematography

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XCZONE.TV is registered by the Province of Ontario, Canada.
Master business licence number 991030396. GLN 0806494001819.

Services are provided from and Products are manufactured in and sold from Ontario, Canada.

PERFORMER'S CONTRACT AND CONSENT

This Contract is made this _____ day of _____, _____, by and between XCZONE.TV, a Ontario Registered Company, Business Number 991030396
GLN 0806494001819 (hereinafter referred to as "EMPLOYER"), and,
_____, a natural person of legal age residing
at, _____ (hereinafter referred to as "PERFORMER").

In consideration of the mutual covenants herein contained, the parties hereby agree as follows:

DESCRIPTION OF SERVICES. XCZONE.TV hereby engages the PERFORMER to render _____ services in conjunction with the motion picture entitled "_____" (the "PICTURE") and to perform such activities as required by the Production Company and further described in the shooting script for the Picture. The Performer accepts such engagement upon the terms herein specified.

ENGAGEMENT. EMPLOYER hereby engages PERFORMER to act, play, perform and take part in video/film productions, rehearsals, acts, parts, scenes, roles and plays as directed by EMPLOYER at such times and locations as EMPLOYER may from time to time designate. PERFORMER hereby accepts the said engagement and agrees to devote complete time and attention and use best talents and abilities in enacting and portraying such characters and representations in such productions as EMPLOYER may direct, for EMPLOYER, during the term hereof. The PERFORMER agrees to wear whatever wardrobe and branding as is required in the production. The PERFORMER understands that failure to perform at dates, times and durations, or to the quality agreed to herein and subsequently, may result in the EMPLOYER levying penalties equal to but not exceeding the total value of this contract with the PERFORMER.

DURATION. This Agreement shall commence upon the date first written above and shall continue for the following dates: _____.

PERFORMANCE ADJUSTMENTS. It is understood that the rate of compensation specified may be adjusted depending upon the nature of specific performance activities that XCZONE.TV may require. If so, an adjustment will be agreed upon between the parties through good faith bargaining, said adjustments shall be noted in writing and signed by both parties.

PERFORMER'S STATUS. PERFORMER's status is that of an independent contractor and no partnership, joint venture, employment or other relationship is intended or created.

COMPENSATION. EMPLOYER agrees to pay PERFORMER, and PERFORMER agrees to accept in full payment (excluding applicable travel expenses) for services to be rendered as aforesaid, at the rate of _____ DOLLARS and CENTS (\$ _____) per _____, or for a maximum of \$ _____.

TRAVEL EXPENSES. EMPLOYER agrees to reimburse PERFORMER for travel to and from PERFORMER's residence and the production location totaling \$ _____.

RIGHT TO NAME AND LIKENESS. PERFORMER hereby grants to EMPLOYER the right to use PERFORMER's name and likeness in connection with EMPLOYER's trade names, trademarks, training programs, advertising and any other commercial or business purpose.

RELEASE AND CONSENT TO USE IMAGE I, the PERFORMER do hereby give XCZONE.TV, and parties designated by XCZONE.TV, including clients, licensees, purchasers, agencies, broadcast and periodicals, the irrevocable right to record and use photographs and motion pictures including sound for reproduction in any medium including but not limited to print and electronic (e.g.: Internet) for purposes of advertising, trade, display, exhibition or editorial use. I, the PERFORMER agree to the use by XCZONE.TV of my name, likeness and voice material in connection with these recordings and to copyright the same in its name or any other name it may choose.

I, the PERFORMER being of legal age, hereby consent that the videotapes, photographs and/or motion picture film in which I appear, and/or audio recordings made of my voice may be used by XCZONE.TV, its assigns or successors, in whatever way they desire, including television, film festivals, Internet and recording media such as DVD, VHS et.al. Furthermore, I hereby consent that such photographs, films and recordings, and the plates and/or tapes from which they are made shall be their property, and they shall have the right to sell, duplicate, reproduce, and make other uses of such photographs, films, recordings, plates and tapes as they may desire free and clear of any claim whatever on my part.

I, the PERFORMER declare that the photographer or film maker who recorded the images or sound, and I, the PERFORMER, have an understanding where by I have the rights to give full permission to XCZONE.TV. to use the images I supplied, both printed images or sound and electronic files (e.g., .jpg images, DV files). I also declare that the person in the images and recorded on sound is indeed me.

OWNERSHIP OF RESULTS AND PROCEEDS. XCZONE.TV shall have the unlimited right throughout the universe and in perpetuity to exhibit the Picture in all media, now or hereafter known, and the Production Company, as the employer-for-hire of the PERFORMER, shall own all rights in the results and proceeds of the PERFORMER'S services hereunder.

I hereby waive any right that I/we may have to inspect and approve the finished product or copy that may be used in connection with an image or sound that the film maker has recorded of me or the use to which it may be applied. I agree to review the product for errors and omissions regarding my performance within two-weeks of being requested to do so by XCZONE.TV.

I, the PERFORMER further release XCZONE.TV or others for whom they are acting, from any claims for remuneration associated with any form of damage, foreseen or unforeseen, associated with the commercial or artistic use of these images.

I, the PERFORMER acknowledges that the photography or sound recording session was conducted in a completely proper and professional manner, and this release was willingly signed. I affirm that I am more than 18 years of age. I/we have read this release and fully understand its contents.

FORCE MAJEURE. If EMPLOYER is prevented from making the production by any cause beyond EMPLOYER's reasonable control, the engagement shall be suspended during such interruption. If the said suspension shall continue for more than one year, PERFORMER may give written notice to EMPLOYER terminating this Agreement, and EMPLOYER shall, upon receipt of such notice, pay PERFORMER the compensation for time on set and travel expenses then due. The parties hereto shall thereafter be released from continued engagement under this Agreement.

CONFIDENTIALITY AND PROPRIETARY INFORMATION. The PERFORMER agrees not to use or disclose or make available to anyone for use outside EMPLOYER, either during the term of this Agreement or for five years subsequent to the expiration of this Agreement, for any reason,

any trade secret or proprietary information, including but not limited to training procedures, employee procedures, techniques, methods, business planning, product processes, business strategies, (collectively called "Confidential Information"). PERFORMER further agrees that upon expiration of this Agreement that PERFORMER shall promptly deliver to EMPLOYER all scripts, props, uniforms, costumes, documents, data or material belonging to or concerning EMPLOYER or relating to EMPLOYER's affairs and, without limiting the foregoing will promptly deliver all documents and materials (including uniforms and costumes provided by EMPLOYER) containing or constituting Confidential Information.

I, the PERFORMER am full aware and understand that there are inherent risks involved with the this production or work which I accept. I am participating entirely at my own risk and waive all claims of every nature against XCZONE.TV and any other participating agencies or sponsors with respect to any personal loss or bodily injury resulting from participating in any activity such as this. I also understand the rigors of such work and have adequately prepared myself physically for said work.

RELEASE. PERFORMER RELEASES AND FOREVER DISCHARGES EMPLOYER OF AND FROM ALL ACTIONS, CAUSES OF ACTION, SUITS, DAMAGES, AND ANY AND ALL CLAIMS, DEMANDS AND LIABILITIES WHICH PERFORMER AND PERFORMER'S HEIRS, ADMINISTRATORS AND EXECUTORS MAY HAVE AGAINST EMPLOYER OR ITS SUCCESSORS AND ASSIGNS BY REASON OF ANY INJURY SUFFERED IN CONNECTION WITH THE PERFORMANCE OF PERFORMER'S OBLIGATIONS UNDER THIS AGREEMENT.

Should the PERFORMER be found guilty of drug or substance abuse at any time within their career, then XCZONE.TV shall have the right to cancel this their obligations under this agreement and has the right to compensation equal to the amount paid to the PERFORMER for this work.

Should the PERFORMER's actions create negative publicity for XCZONE.TV or the project or product then XCZONE.TV shall have the right to cancel this their obligations under this agreement and has the right to compensation equal to the amount paid to the PERFORMER for this work.

I, the PERFORMER hereby release and discharge XCZONE.TV, a public corporation, its successors and assigns, its officers, employees and agents from any and all claims and demands arising out of or in connection with the use of such photographs, film or tape, including errors and omissions.

NOTICES. Any notice or communication required or permitted hereunder shall be sufficiently given if sent registered mail or digitally signed electronic correspondence:

COMPLETE AGREEMENT. This is the complete and final agreement between EMPLOYER and PERFORMER. This Agreement supersedes all prior written, electronic or oral representations or agreements concerning its subject matter. Subsequent, written and signed correspondence between both parties may constitute changes in this agreement.

SIGNATORY. The XCZONE.TV makes the material representation that either it is presently a signatory to ACTRA collective bargaining agreement covering the engagement contract for herein, or that the Picture is covered by such collective bargaining agreement under the "Independent Production."

The signing of this Agreement in the spaces below signifies acceptance by the XCZONE.TV and the PERFORMER of all of the above terms and conditions as of the date first above written.

PRODUCTION COMPANY- XCZONE.TV

By: _____ Dated: _____
David McMahon or Lise Meloche
www.xczone.tv

PERFORMER: _____ Dated: _____
Address: _____
City: _____
Province/State: _____
Postal Code/ZIP: _____
Country: _____
Telephone: _____
e-mail: _____

WITNESS: _____ Dated: _____