

## PRODUCTION SERVICE AGREEMENT

This agreement is made between:

Name ..... ( known as the commissioning Production Company)  
Address  
Contact  
And  
Name **NICOCORP** ( known as the service company )  
Address 41rue de la Division du Gle Leclerc 94110 ARCUEIL . France  
Contact Nicolas BETRANCOURT + 33 603 048 080

1. It is hereby agreed that the commissioning production company instructs the **NICOCORP** to provide the services connected with the production of the film in accordance with the conditions, instructions, script /story board supplied by the ..... on behalf of the commissioning production company

Number of film(s)  
Subject:  
Product  
Client  
Agency

2. NICOCORP's responsibilities shall include , but not be limited to , setting up the necessary phase of production , the employment of local crew , securing appropriate camera, lighting and technical equipment and all other necessary arrangements for filming the production trough the development and release of the negative. ( unless otherwise agreed)
3. the shoot date are to be : ..... . These dates may be altered as a result of any changes to the schedule agreed between the parties. Shooting is taking place in and around : .....
4. The cost and terms of the services is as defined in our cost breakdown dated ..... of the amount of **Euro** ..... a copy of which is attached as reference, to be signed and returned, by the commissioning production company's representative.
5. The commissioning production company agrees that in the event of any changes or new requests by the commissioning production company's representatives regarding additions to what previously agreed, extra charges will be payable by the commissioning production company in respect of the agreed extra work.

6. Payments' schedule:

- a. A sum equal to **Euros** ..... is to be paid by cash or bankers draft on signature of this contract , no later than .....
- b. A sum equal to **Euros** ..... is to be paid by cash or bankers draft before the first shooting day , .....
- c. A sum equal to **Euros** ..... is to be paid by cash or bankers draft no later than ..... and at the delivery of the negative to the commissioning production company
- d. Any agreed extra charges payable – under 5 above – will be paid by cash or bankers draft right after receipt of NICOCORP ' s invoice at the end of the shoot.

7. In the event of this contract being cancelled at any stage of the production for any reason by the commissioning production company , NICOCORP will be entitled to recover the full contract sum less only those costs not incurred or avoidable. It is specifically agreed that full mark-up will be included on the costs recovered.

8. In the event of a dispute arising between the parties to this contract in the first instance each party will contact its own national association. Discussion will then take place between the two associations to bring about a solution.

9. In the even of a failure to settle the matter the dispute will be notified to the Executive committee of the FCP Europe who will take the necessary steps through a dispute panel to arbitrate on the issue. The FCP Europe may recommend a holding of funds due under the contract and the lodging of filmed material with an independent third party of the FCP Europe itself. The funds and material would then be released on settlement of the issue. Where necessary however , material may be released as long as any moneys in dispute have been so lodged.

Sincerely

.....  
Signed on behalf of NICOCORP ( Service Co.)

Date :

**NICOLAS BETRANCOURT**

Accepted and Agreed by

.....  
Signed on behalf of .....