



## **Commercial Contract Red-Flags Guide**

### **A Free Resource for Actors, Day Players & Background Talent**

Disclaimer: This guide is for educational purposes only. T'neshela Jones is an Entertainment Consultant and Contract Auditor, not an attorney. This document does not provide legal advice.

1. **Undefined Usage Terms** If the contract doesn't clearly state where, how long, and in what media your likeness will be used, it's a red flag. Undefined usage can lead to unlimited use with no extra pay.
2. **Broad or Perpetual Usage** Any clause that says 'in perpetuity' or gives unlimited rights should be reviewed carefully. These terms can prevent you from booking future work or receiving additional compensation.
3. **Missing Renewal Language** Contracts should define renewal options, compensation increases, and terms for renegotiation. If it's missing, production may try to reuse content without paying you fairly.
4. **Exclusivity Requirements** Exclusivity can affect your ability to book with competing brands. If exclusivity is required, higher pay should follow. Low rates + exclusivity = red flag.
5. **Lack of AI & Likeness Protections** AI terms should specify exactly how your image, voice, or digital double may be used. If the contract allows unrestricted AI usage, DO NOT sign until clarified.
6. **Unclear Payment Terms** Payment should include: rate, usage fees, renewal rates, overtime, and deliverables. If anything is vague, ask for clarification in writing.
7. **No Kill Fee or Cancellation Terms** If production cancels after you've committed, you should be compensated. A missing kill-fee clause is a risk for talent.

8. No Credit or Contact Information Contracts should list the full legal name of the hiring entity, plus the email/contact of someone responsible. Missing info makes accountability harder.

9. Rights Granted Too Broadly If a contract gives the company rights 'for any purpose,' request limits. You should know how your work will be used.

10. Rush Contracts With Pressure to Sign If production pressures you to sign same-day or before reviewing, pause. A legitimate deal can withstand reasonable review time.