

TECHNICIAN AGREEMENT FORM

THIS AGREEMENT, effective as of _____, is made by and between _____
("Cinimontaz Productions/Producers") and _____ ("Technician"), with
respect to his/her technical role as " _____ " in the production of the project
currently entitled " _____ " (the
"Project").

1. **TECHNICIAN'S SERVICES:** Technician shall render all services customarily rendered by technicians in moving image projects and at all times promptly comply with reasonable instructions. The technical work shall be exclusive and rendered consecutively until the completion thereof. After the completion of relevant technical work, the technician shall be available for customary post-production services, subject to his/her then existing prior professional commitments.

2. **COMPENSATION:** Technician acknowledges that he/she will receive payment for his/her technical services rendered with respect to the project and that the consideration the technician is receiving is as per mutually agreed terms.

3. **CREDIT:** Provided Technician is not in breach of this Agreement, He/She shall receive a credit, in substantially the following form:

a. _____ in the role of _____.

b. Technician's credit will be in the end titles of the Project.

c. All other aspects of credit and all other credits shall be at the sole discretion of Cinimontaz Productions.

4. **PUBLICITY AND PROMOTION:** Cinimontaz Productions has the unlimited right to use the name, voice and project related work of the technician to promote and advertise the Project. The technician should maintain relevant confidentiality regarding the project and its Intellectual property that is generated in the process.

5. **REPRESENTATIONS AND WARRANTIES:** The Technician represents and warrants that he/she is free to enter into this Agreement and will not do or permit any act which will interfere with or derogate from the full performance of technical services or Producer's exercise of the rights herein granted.

a. The technician hereby acknowledges that all of the results and proceeds of technical services produced for the Project hereunder are owned by the Producer or Producer's assignee of Cinimontaz Productions. Producer shall have the right to use Technician's name with respect to distribution of the Project. Producer may make such use of the Project and distribution of the Project as Producer, in its sole discretion, shall deem appropriate.

b. Technician hereby irrevocably grants, sells and assigns to Producer, its successors and assigns, all of his/her rights, title and interest of any kind and nature, in and to the Project, including, without limitation, all copyrights in connection therewith and all tangible and intangible properties with respect to the Project, in perpetuity, whether in existence now or as may come into existence in the future.

c. Technician acknowledges that the Producer owns the copyright to the film that the Producer is creating and that the technician has no interest therein.

6. INSURANCE

a. The technician acknowledges that he/she will not be covered by any company compensation policy/Insurance coverage policy and Technician hereby accepts the risk of participating in the project

b. The technician also acknowledges that Cinimontaz productions does not provide any medical or auto insurance for the technician and that he/she is required to obtain his/her own medical and auto insurance policy. If Technician decides NOT to obtain his/her own medical and/or auto insurance, the technician hereby expressly accepts any and all risk associated with such failure to obtain his/her own medical and/or auto insurance and hereby expressly agrees to waive any claims against CINIMONTAZ PRODUCTIONS in conjunction therewith. The technician hereby agrees to INDEMNIFY CINIMONTAZ PRODUCTIONS from any and all medical issues and/or other damages sustained, including, but not limited to injuries sustained by the technician, whether caused by negligence or otherwise, or while on the set locations or production premises.

c. The technician acknowledges that, aside from the exclusions already specifically referenced under 6.a. and b. above, CINIMONTAZ PRODUCTIONS does not provide any other type of insurance for the technician and technician hereby accepts the risk of participating in the project without having any insurance coverage provided to him/her.

7. MISCELLANEOUS:

a. Indemnification: Technician shall indemnify and defend Producer from and against any and all claims and damages arising from the breach of any representation or warranty of technician hereunder to the extent such claim or damage does not arise out of a breach by Producer hereunder.

b. Arbitration. If not subject to the industry arbitration provisions, disputes under this Agreement shall be settled pursuant to binding arbitration under the rules of the Industry.

c. Choice of Law. This Agreement shall be governed by and construed in accordance with law of the land.

d. Assignment. Technician may not assign his/her rights or obligations hereunder without prior written consent of Producer.

e. The parties hereto agree to sign such other documents, do and perform and cause to be done and performed such further and other acts consistent herewith as may be necessary or desirable in order to give full effect to this Agreement.

f. This Agreement constitutes the entire agreement between the parties hereto with respect to all of the matters herein and its execution has not been induced by, nor do any of the parties hereto rely upon or regard as material, any representations or writing whatsoever not incorporated herein and made a part hereof.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

Producer / Cinimontaz Productions

By: _____
(Name of Authorized Signatory of Cinimontaz Productions)

Signature of Authorized Signatory of Cinimontaz Productions

Date: _____

Technician
(Full name)

Signature
Date: _____