



CREW AGREEMENT

**The Independent Contractor accepts referrals by Crew Connection, Inc. (CCI) on the following terms:**

**Finders Fee**

CCI receives a broker's fee of 12.5% of the Crew's day rate, including overtime and equipment packages.

**Cancellation**

All confirmed bookings are subject to cancellation charges to the customer at the following rates:

48 to 72 hours notice:	25% of estimated charges
24 to 48 hours notice:	50% of estimated charges
Less than 24 hours:	100% of estimated charges

**Invoicing and Payment**

The Crew will invoice CCI and CCI will then invoice the Customer. All payments to the Crew will be made directly to CCI. CCI will pay the Crew upon receipt of payment from the customer. CCI is not responsible for payment if payment is not received from the customer.

**Early Payment**

CCI can arrange for immediate payment, upon request, at the following finder's fee rate:

10 days upon receipt of invoice:	20%
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CCI reserves the right to refuse early payment. This shall be negotiated by the Crew and a Crew Connection, Inc. representative.

**Complaints/ Disputes**

The Crew agrees that in the event a CCI Customer raises a complaint or dispute regarding Crew performance or quality of programming, the Crew may be asked to deal with Customer and use its best efforts to resolve the dispute, and that there shall be no payment hereunder until such resolution has occurred. In the event the matter proceeds to arbitration or litigation, Crew will participate as a party and provide all witnesses and evidence necessary to resolution of the dispute.

CCI provides referral services only. All photo crews, producers and personnel providing services through CCI are independent contractors who operate and supply their own equipment. They are not employees of CCI. The relationship of the Crew to CCI and The Crew Connection Client shall be exclusively that of an independent contractor and not that of agent, partner, joint venturer or employee. The Crew shall have no right or authority to make any contracts, agreements or commitments in the name of or for the account of CCI.

The Crew shall be responsible for the payment of all Federal, state and local taxes (including but not limited to FICA taxes), providing all necessary insurance (including but not limited to unemployment and worker's compensation insurance), and making all required records and reports relating to its engagement hereunder. The Crew shall also provide and obtain all licenses and certificates necessary for the Crew's services. The Crew's services shall comply with all Federal, state and local laws and regulations. The Crew retains exclusive control over the means and methods of performance of its services except as provided herein.

CCI shall not be liable for the acts or omissions of the referred personnel. CCI shall not be liable for any damage or loss, or failure to complete the shoot for any reason. In the event CCI is sued for any acts of the Crew, the Crew agrees to indemnify CCI from all liability, judgments and costs, and the Crew will be responsible for any attorney's fees.

It is agreed between CCI and the Crew that there are no oral or other agreements or understandings between them relating to this agreement. This agreement supersedes all prior agreements between the parties, and is intended as a complete and exclusive statement of the full agreement between the parties.

In the event of any dispute between CCI and the Crew arising under the terms of this agreement, the parties agree that such dispute shall be settled only by arbitration in the State of COLORADO, under the then pertaining rules and regulations of the American Arbitration Association. The determination of the arbitrators shall be final and binding upon the parties and may be enforced in any court of appropriate jurisdiction.

**The Crew agrees that any future bookings with a Crew Connection customer are to be made through the Crew Connection, Inc.**

\_\_\_\_\_  
Signature, CCI Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Crew Person (type or print) Company (if applicable)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Please sign and return this agreement. This will be kept permanently on file.*