EUROPEAN PRODUCERS ASSOCIATION

PRODUCTION SERVICES CONTRACT CHECKLIST

Standard clauses in a production service agreement between commissioning and servicing countries.

PART I – BUSINESS TERMS

1. Scope of Services
- Description of services to be provided by the service company (e.g., crew, equipment, locations, permits).
- Attached production budget and script/treatment.

2. Fees and Remuneration
- Main service fee and fixed service markup (e.g., % of the budget).
- Conditions for additional costs (only if approved in writing by the commissioning party).
- Obligation to submit a final account and return any savings.

3. Payment Schedule
- Defined schedule and timing of payments (e.g., pre-shoot, post-shoot, final account stage).

PART II – COPYRIGHT AND MORAL RIGHTS

4. Ownership of Footage and Copyright Waiver
- All rights to the films (including all footage shot) shall belong to the commissioning party.
- To the extent permitted by applicable law, the service company waives any claim on copyright, including moral rights.
- Note: Moral rights typically belong to individual creators (natural persons) and may not be waived or transferred in some jurisdictions.

PART III – WARRANTIES AND LIABILITY

5. Service Company Warranties
- SC warrants that it has the right to provide all services and items without infringing third-party rights.

6. Vendors and Equipment
- SC commits to sourcing services and equipment from reputable suppliers only.

PART IV – PRODUCTION PROCEDURES

7. Access to Documentation
- The commissioning party shall have full access to production documentation.
- SC to deliver a complete wrap file within a defined timeframe.

8. Actor Engagement Responsibility (if applicable)
- Clear separation of responsibilities when agency engages actors through SC (commissioning party not liable).

PART V – TERMINATION AND INSURANCE

9. Termination Clause
- Commissioning party may terminate the agreement with reimbursement of incurred and committed costs plus a proportional service fee.

10. Insurance and Indemnities
- List of insurances to be carried by both parties (e.g., liability, travel, professional indemnity).
- Obligation to name the commissioning party as an additional insured wherever possible.
- Obligation to provide proof of insurance.
- Mutual indemnity clauses.

PART VI – FORCE MAJEURE AND CONFIDENTIALITY

11. Force Majeure
- Exclusion of liability for circumstances beyond control (e.g., natural disasters, war).
- Termination rights if force majeure persists beyond a specified duration.

12. Confidentiality
- Mutual obligation of confidentiality concerning the production, agency, client, and product.

PART VII – GOVERNING LAW AND JURISDICTION

13. Indemnification for Breach
- Mutual indemnification for any losses or liabilities resulting from breaches.

14. Governing Law and Dispute Resolution
- Avoid choosing foreign court jurisdictions.
- Recommend arbitration clause (e.g., Lewiatan Court of Arbitration in Warsaw, English language, ex aequo et bono principles).