

# CREW MEMBER AGREEMENT

Production Company: BAMFAM Films, LLC

Title of Production: "Whey Good Ad"

Crew Member: Neil Shewmaker

Position: DP / Creative Vision Partner / Editor

By signing this document, I release, hold harmless and indemnify BAMFAM Films, LLC from any and all liability for any injuries or damage occurring to my person or my property, or any injuries or damage caused by me to other persons or property, during the period of my association with this production.

I hereby certify and represent that I have read the foregoing and fully understand the meaning and effect thereof, and, intending to be legally bound.

The services of this crewmember named and signed hereunder shall constitute a work-for-pay, and BAMFAM Films, LLC shall be considered the author and the owner of the work throughout the world and in perpetuity in any media form, now known or hereafter of all the rights therein.

# **EXHIBIT A**

## Project Scope

### **OVERVIEW AND DELIVERABLES**

- DP / Creative Vision Partner / Editor

# **EXHIBIT B**

## Compensation

### **PAYMENT AMOUNT**

- Estimated Total: \$540
  - Final amount to be determined through discussion between Studio and Partner

### **PAYMENT STRUCTURE**

- Payment to be issued within one week of Client paying Studio.

# **MEDIA PRODUCTION CONTRACT**

For Neil Shewmaker

## **1. OVERVIEW**

- 1.1. This agreement (“Contract”) is between Neil Shewmaker (“Partner”) and BAMFAM Films (“Studio”), for a media production project (“Project”).
- 1.2. Upon signing by the above parties, Contract shall be legally binding and enforceable under the laws of the United States.
- 1.3. Partner shall be classified as a 1099 NEC Independent Contractor
- 1.4. This Contract and its Exhibits constitute the entire agreement between the parties and supersede all prior understandings, whether written or oral.

## **2. COMMITMENTS**

- 2.1. Partner commits to leveraging creativity, skills, and equipment to provide commercial media production services to Studio.
- 2.2. Partner commits to maintaining clear, quick communication, aiming to respond to communication within one to three business days.
- 2.3. If Partner is to receive more than \$600 within the year, they agree to supply Studio with a W9 form for proper IRS filing.
- 2.4. Studio commits to managing client communication, invoicing, delivery, contracts, and all additional administrative matters.

## **3. SERVICES & DELIVERABLES**

- 3.1. Scope of Work: Partner will prepare agreed-upon content as outlined in Exhibit A (“Project Scope”).

## **4. INTELLECTUAL PROPERTY**

- 4.1. Granting of License: Upon full payment, Studio shall own all intellectual property rights to the final deliverables. Partner waives any claim to copyright ownership.
- 4.2. Partner may use final deliverables for their own portfolio, promotional reels, website, or social media. Commercial use by Partner (such as reselling media or licensing to third parties) requires written permission from Studio.

## **5. DISPUTE RESOLUTION**

5.1. Any disputes arising from this Contract will first be resolved through mediation. If unresolved, the parties agree to arbitration through a legal representative.

## **6. COMPENSATION**

6.1. Payments will be made according to Exhibit B ("Compensation").

6.2. If Project is cancelled after work has begun, Partner shall be paid for services rendered up to the point of termination. The valuation of completed work will be determined in good faith by Studio and is subject to discussion with Partner.

## **7. LIABILITY AND INDEMNITY**

7.1. Indemnity: Both parties agree to indemnify and hold harmless the other from any claims, damages, or legal disputes that arise due to negligence, breach of contract, or failure to fulfill responsibilities under Contract.

7.2. Partner is responsible for insuring themselves. Studio is not liable for loss or damage to Partner's health or property during Project.

7.3. Force Majeure: Neither party shall be held liable for failure to perform due to events beyond reasonable control.

## **8. TERM & TERMINATION**

8.1. This contract shall begin on the date of signing and continue until final payment to Partner is completed.

8.2. Either party may terminate this agreement at any time by providing written notice (email is acceptable).

8.3. Breach of Contract: If either party fails to meet their responsibilities as outlined in this Contract, the other party reserves the right to terminate.

## **9. AMENDMENTS AND MODIFICATIONS**

9.1. Written Modifications: Any changes or amendments to this Contract must be made in writing and signed by both Partner and Studio.

**Partner Representative Full Name:**

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**Partner Representative Signature:**

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**Date of Signing:**

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**Studio Representative Full Name:**

Brinson Davenport

**Studio Representative Signature:**

  

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**Date of Signing:**

August 11, 2025