

Neil S. February 2026 | W-2 Contract

1. OVERVIEW

- 1.1. This agreement (“Contract”) is between Neil Shewmaker (“Partner”) and BAMFAM Films, LLC (“Studio”), to establish expectations and confirm Partner as a member of The Alliance (“Position”).
- 1.2. Upon signing by the above parties, all aspects of Contract shall be legally binding and enforceable under the laws of the United States.

2. SERVICES & EXPECTATIONS

Partner commits to services and expectations as described below to the best of their abilities.

- 2.1. Partner will supply their skills to Studio, for example:
 - 2.1.1. Cinematography
 - 2.1.2. Story editing
 - 2.1.3. Vision-setting
 - 2.1.4. Administrative research
- 2.2. Partner will spend and be compensated for 40hrs per week (25 office hours, and 15 flexible hours) doing "sanctioned activities", which can include, but are not limited to:
 - 2.2.1. Editing projects
 - 2.2.2. Brainstorming with Studio team
 - 2.2.3. Watching videos assigned by Studio
 - 2.2.4. Working on student short films
 - 2.2.5. Reading books about filmmaking
 - 2.2.6. Getting coffee with film mentors
 - 2.2.7. Balancing personal budget
 - 2.2.8. Applying for part-time jobs
- 2.3. Partner and Studio will create set office hours for Partner to abide by.
- 2.4. Partner will log their activities and calculate hours spent using provided software. All hours logged and approved shall be compensable working time.
- 2.5. Partner will learn and follow a financial system directed by Studio, which can include, but is not limited to:
 - 2.5.1. Creating a personal budget
 - 2.5.2. Balancing a personal budget
 - 2.5.3. Tracking expenses
 - 2.5.4. Building an emergency fund
 - 2.5.5. Financial investing training and deployment
 - 2.5.6. Engaging savings strategies
 - 2.5.7. Studying credit card arbitrage theory

3. COMPENSATION

- 3.1. Partner shall be employed in a non-exempt capacity and compensated through Studio's payroll system.
- 3.2. Partner shall be paid a gross wage at a rate determined by Studio, subject to applicable tax withholdings and deductions required by law. Payroll shall be issued in two pay periods during Contract term. Partner shall be eligible for overtime compensation in accordance with applicable federal and state law.
- 3.3. Partner acknowledges that net (take-home) pay may vary based on tax withholdings and personal elections.

4. INTELLECTUAL PROPERTY

- 4.1. Partner relinquishes all intellectual property rights to works created for Studio, unless otherwise stated in a written agreement.
- 4.2. Partner may, however, use content for their own portfolio, promotional reels, website, or social media with written permission from Studio.
- 4.3. Commercial use (such as reselling footage or licensing to third parties) by Partner for works created for Studio requires written permission from Studio.

5. VALUE ADHERENCE

Studio highly values these attributes: attention to detail, organization, honesty, communication, and problem-solving. Studio has the following expectations:

- 5.1. **Attention to Detail:** Partner agrees to maintain accuracy in all work and carefully read through every instruction provided by Studio.
- 5.2. **Organization:** Partner agrees to carefully organize all files, finances, meeting notes, equipment, emails, deadlines, etc. in a manner that is clearly traceable and understandable.
- 5.3. **Honesty:** Partner agrees to maintain complete honesty in their reporting and conduct. Any attempt to misguide information or misrepresent the amount or nature of work may result in immediate termination of Contract.
- 5.4. **Communication:** Partner agrees to maintain clear, quick, and professional communication in all manners. Studio expects Partner to aim for responding within one business day.
- 5.5. **Problem Solving:** Partner agrees to consistently think: "If I were in charge here, what would I do? How can I move forward? Is there another way to approach this?" In all situations, Partner agrees to go the extra mile in problem-solving solutions.

6. DISPUTE RESOLUTION

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

7. NON-SOLICITATION

- 7.1. Non-Solicitation of Clients: Partner further agrees that during the term of Contract and for a period of (1) year after termination, they will not directly or indirectly solicit, divert, or attempt to solicit or divert any of Studio’s clients, customers, or business partners with whom Partner had contact or gained knowledge of through their work with Studio.
- 7.2. Non-Solicitation of Employees and Contractors: During the term of Contract and for a period of twelve (12) months following termination, Partner shall not knowingly solicit, hire, contract with, or otherwise engage any employee, freelancer, or contractor of Studio for use in directly competing film or photography business ventures, unless agreed upon in writing by Studio prior to the commencement of such venture.

8. LIABILITY AND INDEMNITY

- 8.1. 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.
- 8.2. Force Majeure: Neither party shall be held liable for failure to perform due to events beyond reasonable control (e.g., natural disasters, pandemics, acts of war).

9. TERM & TERMINATION

- 9.1. Contract shall begin on the date of signing and continue until March 1st, 2026.
- 9.2. Either party may terminate Contract at any time by providing written notice (email is acceptable).
- 9.3. Breach of Contract: If either party fails to meet their responsibilities as outlined in Contract, the other party reserves the right to terminate.

10. AMENDMENTS AND MODIFICATIONS

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

Partner Full Name:

Partner Signature:

Studio Representative:

Brinson Davenport

Studio Signature:

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Signed
February 3rd, 2026

AMENDMENTS AND MODIFICATIONS:

1. x