

**"HATCHET III"**

Independent Contractor Agreement/CREW

On 5-28-12 (DATE), **H3 EXPORTS LLC, LLC** (referred to as "Company") hereby engages the services of Calvin Ursin Jr. (referred to as "Contractor") as an independent contractor, upon the terms and conditions herein set forth in connection with the motion picture tentatively entitled "**HATCHET III**" (the "Picture").

1. **CONDITIONS PRECEDENT:** Company has no obligation to perform under this Agreement unless and until Company receives: (i) an executed original of this Agreement, in form and substance acceptable to Producer, signed by Contractor; (ii) a completed form W-9; and (iii) all documents required by the Immigration Reform and Control Act of 1986, including a completed form I-9.
2. **SERVICES:** Company hereby engages the service of Contractor as a Key Grip and Contractor hereby agrees to perform his/her services for the Company in connection with the Picture. Contractor agrees to render services hereunder as required by Company in all matters, including, but not limited to, those involving artistic taste and judgment, whenever and wherever Company may require, but there shall be no obligation on Company to actually utilize Contractor's services, or the results and proceeds thereof, nor to develop, produce, release, distribute or otherwise exploit the Picture, or any element thereof.
3. **TERM:** Contractor will commence performance of services as of 5-28-12 (the "Effective Date") and will continue until services are completed or until Company elects to terminate the services (the "Term"). Unless expressly provided elsewhere in this Agreement, Contractor's services hereunder shall not be for a "run of the show" or for any guaranteed period of time. Company reserves the right to discharge Contractor at any time, for any reason, subject only to the obligation to pay the balance of any compensation which may be due. This Agreement is subject to immediate suspension and/or termination at Company's sole election without further obligation on the part of Company in the event of any incapacity or default of Contractor or in the case of any suspension, postponement or interference with the production by reason of labor controversy, strike, earthquake, act of God, governmental action, regulation, or decree or for any other customary force majeure reason. In the event that Company ceases production of the Picture, this Agreement will terminate as of the last day of production. Company will use reasonable business efforts to give prior notice to Contractor of such cessation of production.
4. **COMPENSATION:**
  - a) **Fixed Compensation:** Upon the condition that all of the terms and conditions of this Agreement to be kept or performed by Contractor and that Contractor shall not be in default hereunder, in full consideration of all services to be rendered by Contractor, all rights now or hereafter to be granted by Contractor and all warranties, representations and agreements made by Contractor hereunder, Company shall pay to Contractor the following compensation ("Compensation"):
    - i. Rate: as discussed.
    - ii. Additional: \_\_\_\_\_.
  - b) **Payment of Compensation:** Fees shall be paid to Contractor after Company's receipt of invoice from Contractor. Payments may be reasonably delayed by reason of an intervening federal or state holiday.
  - c) **Flat Fee Basis:** Contractor understands and agrees that the Compensation as hereinabove specified is a "flat fee" and Contractor shall not be entitled to any additional and/or so-called "overage" compensation for any services rendered by Contractor during the development, pre-production, or production of the Picture. No additional compensation shall be payable to Contractor for the rendering of services at night, weekends, sixth days, seventh days, or holidays.
5. **RESULTS AND PROCEEDS:** The results and proceeds of Contractor's services hereunder, including without limitation, all material composed, submitted, added, created, or interpolated by Contractor hereunder (hereafter the "Work"), which Contractor acknowledges may have been or may be rendered in collaboration with others, are a work-made-for-hire, specifically ordered by Company. Contractor hereby further acknowledges that all of the Work has been

Contractor Initial C.U.J.  
Company Initial \_\_\_\_\_

paid for by Company and is the sole property of Company for any and all purposes whatsoever. Notwithstanding the foregoing, Contractor hereby assigns and/or grants all rights, including all exclusive exploitation rights, of every kind and nature (including any and all copyrights and neighboring rights, to the extent such assignment is allowed by law) in and to such Work to Company. All rights to such Work are owned by Company solely and exclusively, for the duration of the rights in each country and area and space, in all languages, and throughout the universe. Contractor and Company are aware and hereby acknowledge that new rights to the Work may come into being and/or be recognized in the future, under the law and/or in equity (hereafter the "New Exploitation Rights"), and Contractor intends to and does hereby grant and convey to Company any and all such New Exploitation Rights to the Work granted by Contractor hereunder. Contractor and Company are also aware and do hereby acknowledge that new (or changed) technology, uses, media, formats, modes of transmission and methods of distribution, dissemination, exhibition or performance (hereafter the "New Exploitation Methods") are being and will inevitably continue to be developed in the future, which would offer new opportunities for exploiting the Work. Contractor intends and does hereby grant and convey to Company any and all rights to such New Exploitation Methods with respect to the Work. Contractor hereby agrees to execute any document Company deems in its interest to confirm the existence of the preceding and to effectuate its purpose to convey such rights to Company, including without limitation the New Exploitation Rights and any and all rights to the New Exploitation Methods. Contractor hereby waives throughout the universe the benefits of any law, doctrine or principle known as "droit moral" or "moral rights of authors" or any similar law, doctrine or principle however denominated to the maximum extent permitted by any such law, doctrine, or principle.

Neither the suspension nor termination of Contractor's services nor the expiration of this Agreement shall in any way adversely affect Company's ownership of the Work.

Contractor hereby releases and discharge Company, Company's employees, agents, licensees, successors and assignees from any and all claims, demands or causes of action that Lender and/or Contractor may now have or may hereafter have for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or violation of any other right arising out of or relating to any utilization of the Work or based upon any failure or omission to make use thereof.

6. EXPENSES/PURCHASES: Contractor will be held personally responsible for purchases, rentals, and expenses not approved in advance in writing by Company. Reimbursement for pre-approved expenses will be made upon Company's receipt of detailed vouchers accompanied by written receipts.
7. HOTEL CHARGES & TRAVEL: In the event Company provides Contractor with hotel accommodations, Company shall only be responsible for the room rate and taxes, and Contractor shall be responsible for all other related hotel charges. Contractor will only be compensated for days when services described in section 2 above are performed. No compensation will be given for so called 'travel days'.
8. INSURANCE: Company shall not be liable for any damage or loss to Contractor's equipment or tools used while Contractor is performing services hereunder. Contractor shall be responsible for any uninsured loss of or damage to Contractor's personal property or any uninsured personal injury to Contractor. Use of a vehicle by Contractor not provided by Company shall be at Contractor's risk and Contractor shall be responsible for any loss, damage, or personal injury to third parties or to Contractor caused while using such vehicle and it shall be Contractor's responsibility to maintain customary insurance to cover such risks.
9. ALCOHOL/DRUG FREE WORKPLACE/SEXUAL HARASSMENT: In conformance with federal laws regarding a drug-free workplace, Contractor agrees that Contractor will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace. Contractor understands that violation of this provision may result in the immediate termination of this Agreement. Use of alcohol or drugs during hours of engagement is grounds for Contractor's immediate termination. In addition to the foregoing, Contractor acknowledges that flagrant violation of safety rules, sexual harassment and/or discrimination due to gender, race, orientation, or creed, will not be permitted and constitutes grounds for immediate termination of this Agreement.
10. RECOVERABLES: Contractor shall be responsible for returning in a timely manner to Company on or before completion of the Picture, all materials, equipment, and other items owned or rented by, or otherwise in the possession of

Contractor Initial \_\_\_\_  
Company Initial \_\_\_\_