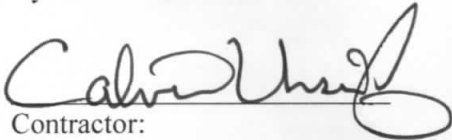


incurred in connection with such arbitration. Any award shall be final, binding, and non-appealable. The parties agree to accept service of process in accordance with AAA Rules.

- g) WAIVER: A waiver by either party of any of the terms and conditions of this Agreement in any one instance shall not be deemed to be a waiver of such terms or conditions for the future, or any subsequent breach thereof.
- h) HEADINGS: All paragraph headings are for convenience purposes only and do not in any way affect the terms of this Agreement.
- i) FURTHER DOCUMENTS: Contractor agrees to execute such further documents and instruments as Company may reasonably request in order to effectuate the terms and intentions of this Agreement, and in the event Contractor fails or is unable to execute any such documents or instruments, Contractor hereby appoints Company as Contractor's irrevocable attorney in fact to execute any such documents or instruments, provided that said documents and instruments shall not be inconsistent with the terms and conditions of this Agreement. Company's rights under this Paragraph constitute a power coupled with an interest and are irrevocable.
- j) REMEDIES: No breach of this Agreement shall entitle Contractor to terminate or rescind the rights granted to Company herein, and Contractor hereby waives the right, in the event of any such breach, to file or enter into a class action claim against the Company, equitable relief or to enjoin, restrain or interfere with the production, distribution, exploitation, exhibition or use of any of the Work, it being Contractor's understanding that Contractor's sole remedy shall be the right to recover damages with respect to any such breach.
- k) ASSIGNMENT: This Agreement shall be binding upon and shall inure to the benefit of Company and shall be binding upon and shall be to the benefit of, and may be assigned to, any parent, subsidiary, or affiliate company of Company, any company or entity with which Company may be merged, combined or consolidated, any company or entity acquiring all or substantially all of Company's assets, and any person, firm or corporation who may hereafter acquire the right to produce, distribute, exhibit, advertise and/or otherwise exploit the Picture hereunder, or any of the results and proceeds of Contractor's services hereunder. Contractor may not assign any of services, duties, rights, liabilities, and/or obligations described in this Agreement.
- l) ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties relating to the subject matter herein contained. This Agreement can be changed or terminated only in a writing duly executed by both parties hereto.

The parties have executed this Agreement as of the Effective Date.

By: CONTRACTOR


 Contractor:

By: _____

Its: Authorized Agent

Loan Out (If applicable)

Name: _____

By: _____

Its: _____

PLEASE FILL OUT

NAME	(referred to in this agreement as 'Independent Contractor')
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Contractor Initial ____

Company Initial ____