



**INDEPENDENT PRODUCTION
SAFETY INITIATIVE**

From the Producers Guild of America for a Safe, Harassment-Free Workplace



CONTRACT FOR INDEPENDENT PRODUCTION SAFETY INITIATIVE AGREEMENT BETWEEN PRODUCTION AND PGA

This contract is effective as of the date signed below. It represents an agreement between Producers Guild of America, Inc. and the Producers Guild of America Foundation (collectively, "the PGA") and _____ (the "Company"). The terms are considered binding unless an amendment is added and agreed upon by both parties.

Anti-Harassment Training

The PGA will provide the Company with access to one anti-harassment training ("Training") at no charge. The Training will be conducted by a third-party designated by the PGA. The Company hereby warrants and affirms that it is eligible to receive such training at no charge based on having met the PGA's application guidelines.

Legal Consultation

The PGA will provide the Company with access to up to two (2) hours of free legal consultation ("Consultation") related to workplace harassment. The Consultation will be conducted by a third-party designated by the PGA.

Compliance with Laws and Regulations

The Company is required to maintain compliance with all federal and state laws regarding harassment.

Adoption of Code of Conduct

The Company is required to adopt a Code of Conduct on sexual harassment. The PGA does not guarantee or take responsibility for the content of the information provided in the Company's Code of Conduct.

Appointment of Harassment Representatives

The Company is required to appoint two (2) individuals to serve as Anti-Harassment Representatives. The PGA suggests designating individuals of different genders that cast/crew members can approach if they are subject to, or witness, harassment.

Reporting Requirements

Upon completion of the Training and/or Consultation, the Company may be required to provide PGA with a response as to the results of its Training and/or Consultation or to participate in a survey.

cont.



Limitation of Liability

The Training and Consultation services noted herein are administered by entities independent of the PGA. It is expressly understood and agreed that the PGA shall not be liable for and hereby disclaims any assumption of any of the obligations, third party claims or liabilities of the Company and/or its affiliates and/or of any third party of any kind or nature whatsoever arising from or in connection with any circumstances, causes of action, breach, violation, default or failure to perform with respect to the Training or Consultation provided through this Agreement. If the PGA is named as a defendant in any legal claim or action of any kind, the Company agrees to defend and hold harmless the PGA for any claims or liability.

Choice of Law

The Agreement will be governed by, and construed in accordance with, the laws of the State of California, without regard to the choice of law or conflicts of law provisions thereof. The venue for any lawsuit arising out of or as a result of this Agreement shall be in the courts located in Los Angeles, California.

Miscellaneous

This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements and any amendment or modification to this Agreement must be in writing, signed by a duly authorized representative of each Party. This Agreement may be signed in one or more counterparts, all of which will be treated as one and the same instrument. If any clause or provision in this document is held to be invalid or unenforceable by a court or by operation of law, it shall not affect the validity of any other clause or provision.

Producer or Authorized Representative of Production:

Print Name and Title

_____ Date: _____

Signature

Producers Guild of America, Inc. and Producers Guild of America Foundation:

Susan Sprung, National Executive Director and Chief Operating Officer

Print Name and Title

_____ Date: _____

Signature