

DOCUMENTARY 
 PRODUCERS
ALLIANCE 



Negotiating Contracts

for Independent
Documentary
Producers

April 2024

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Summary

This document provides best-practice recommendations

for a work-for-hire documentary producer to:

- Evaluate a proposed project
- Establish a good working relationship with the “Rights Holder”
- Formalize an agreement
- Ensure equitable compensation

The twin goals of these best practices are to enhance a successful project outcome while also sustaining a satisfying and financially viable career.

First, the document provides some background information, including an [overview of the intended audience](#), and gives clarification of the [roles and responsibilities of producers and Rights Holders](#).

Next, it lays out a series of steps from [initial consultation and project evaluation](#) through a [trial period](#) and [full contract](#). The terms governing both the trial period and full project should be memorialized in written contracts that outline fair compensation on a stated schedule, the scope of work, and other considerations that define the producer’s rights and responsibilities.

Then, a section focusing on [sustainable compensation](#) outlines an approach to codifying minimum compensation levels, with a recommended [minimum rate table](#) as a starting point for negotiation. Additional topics include compensation in relation to [budget increases or decreases](#), [premium rates](#), and [delays in payment](#) due to cash-flow issues.

Finally, a [resource section](#) includes abbreviated definitions of [standard contract clauses](#), a [glossary](#), and links to [other DPA guidelines](#).

This document can be downloaded from the [DPA website](#). We will update these guidelines periodically to incorporate new developments and suggestions.

IMPORTANT DISCLAIMER:

These guidelines do not constitute legal advice. We recommend obtaining legal counsel from a qualified attorney. The DPA is providing these guidelines, based upon our experience “on the ground,” as recommended best practices, rather than requirements.

Also, it is important to keep in mind that some of the suggestions, negotiation points, and contract provisions in these pages will not be appropriate for all projects or collaborative relationships. The DPA expressly disclaims any liability pertaining to actions readers of the guidelines may or may not take. While we have taken pains to do careful research, no warranty is made that the content is error-free.

Background

For us to all thrive, and for the films we work on to continue to move audiences, we as producers believe we must come together and establish guidelines for the labor that we put into our projects.

If you only take one thing from this document, it is this:

work-for-hire producers should always work with a contract and be compensated fairly along with everyone else on the project.

This is crucial not only for real career sustainability, but also towards building diversity, equity, and inclusion in this field.

The market for documentaries has changed dramatically over the past several years. Reportedly, [2019 ushered in the “golden age”](#) of documentaries. Films were earning more, costing more, and being shown in more mainstream outlets. And yet, the [Center for Media & Social Impact reported in 2020](#) that 37% of respondents (directors and producers) did not make any salary from their most recent documentary, and another 20% received less than half of the salary entered in the project budget.

The DPA's own 2021 internal data corroborates this disturbing picture. Over 60% of DPA members have more than 15 years of experience, and another 22% have been in the industry for 10-14 years. After

adjustments to approximate annual full-time salary, roughly half of DPA members were compensated at an annualized rate of less than \$30,000 a year on their most recent project. Indeed, 11% of DPA members made no income at all from their most recent film.

Many producers, with oversight over budgets and a strong commitment to the rest of the production team, have deferred their own payments to pay others whether due to a budget shortfall or the reassignment of funds in the budget. Once a film is finished, too often the result is that the producer has gone unpaid. This is not a sustainable career path. By any measure, documentary producers are undervalued and underpaid. This must change.

Independent producers play many roles, and we represent a wide range of backgrounds and experience. Some of us have produced one documentary short; others have completed multiple feature documentaries through complicated funding paths of personal cash, grants, and loans; and still others have produced international multi-part series commissioned and fully funded from conception. Yet, whether we have produced for decades or for one year, small or large projects, our independence unites us.

To address some of the needs of documentary producers in protecting our work and our rights, the DPA previously published [“Guidelines for the Documentary Waterfall”](#) (September 2020) and [“A Guide to Best Practices in Documentary Crediting”](#) (January 2019). We recognize that many producers and the documentary industry at large could also benefit from a set of best practices for negotiating producers' own working conditions, the scope of work, and compensation.

This document outlines a three-step process for starting a new project that includes:

- 01. A pre-project evaluation**, including consulting with the Rights Holder, vetting the project and the Rights Holder, and assessing oneself.
 - 02. A trial period contract**, negotiated and signed, covering the initial try-out of the professional relationship, of one to three months.
 - 03. A full-term contract**, negotiated and signed, covering the duration of the project.
-

In all cases, we suggest you work only with a negotiated and signed agreement in hand. The process of creating such an agreement helps all parties develop honest communication, the bedrock of a good working relationship. We believe a thorough and fair contracting process protects not just the producer, but all parties.

In addition, a section on [sustainable compensation](#) (page 13) includes a table of recommended minimum rates, which can serve as a starting point for negotiations, as well as information on additional considerations and common challenges faced by producers for getting paid.

With an ever-shifting funding landscape, many projects will face the difficult reality that full financing may never be secured. These guidelines are intended, in part, to establish—between the Rights Holder and producer—that the burden of shortfalls should not be borne by the producer.

Who is this Document for?

This document is primarily intended for U.S.-based producers working as independent contractors (or providing their services through a business entity they own, discussed below) on documentaries owned by other people and/or entities.

These guidelines are not meant for executive producers, line producers, field producers, or associate producers who serve very different roles and have widely varying needs.

In independent documentary production, one size certainly does not fit all. Every project has its own production needs, timeline, budget, rights configuration, and so on. Producers are also unique in many ways, be it our background, specialty, approach, or overall experience. Whatever stage we are at in our careers,

we must make careful decisions about how, for whom, and with whom we work, so that we are recognized for our contributions and make a sustainable wage.

To achieve fairness and move our industry forward, we will strive, by referencing and discussing these standards with Rights Holders, funders, grant makers, financiers, and others with whom we negotiate, to persuade them to support sustainable working conditions and more sensible and more equitable compensation for independent documentary producers.

Definition of Roles and Responsibilities

As we are focusing on the relationship between the producer and the Rights Holder, let's look closely at how these roles are defined.

PRODUCER

The independent producer works side by side with the director to realize the artistic vision and overall goals of the film, ensuring that the production is funded and appropriately staffed, completed on time, within budget, and meets the creative, legal, and technical standards required for its distribution. Ideally, a producer also works closely with the director in all phases of the creative process to develop the story; build relationships with filmed participants; shape the narrative; assist in decisions regarding hiring key collaborators, such as directors of photography, animators, composers, etc.; and review dailies and cuts.

As agreed with the Rights Holder, the producer is responsible, in part or in full, for:

- Crafting and realizing the creative vision and storytelling.
- Fostering and maintaining ethical practices.
- Initiating and/or supporting fundraising efforts.
- Creating and managing budgets.
- Negotiating contracts and hiring crew, including interacting with collective bargaining organizations.
- Maintaining legal, HR, insurance, and tax compliance.
- Engaging with production/post-production facilities.
- Strategizing film festivals, distribution, and audience engagement.
- Overseeing the film's release, PR, and marketing.
- Overseeing delivery and archiving of the project.
- Performing other tasks as required by the production.

RIGHTS HOLDER

Rights Holders own the rights to the project. They might be an individual director, another producer, an owner of intellectual property (including a participant in the film), a production company, or a combination of some or all of these parties.

Ensure that you are negotiating with the appropriate entity, which:

- Can conduct negotiations and sign legal agreements.
- Has full knowledge of the project's ownership and status.
- May be the entity who will pay you.
- May be in control of the project's finances.

In cases where producers are or become partial Rights Holders (e.g., when a film is owned by an LLC in which the producer becomes a member with other parties such as the director), a contract still needs to be negotiated. As always, when negotiating contracts, **please consult a lawyer.**

Starting a New Project

1. Pre-project Evaluation

The first step at the start of any potential project is to gather and assess information. This period of research and evaluation is invaluable in determining whether to take on a project.

CONDUCT AN INITIAL CONSULTATION

Goal: Learn about the project. Learn about each other. Share your perspective on the producing relationship and how you typically work.

Clear Terms: Set clear terms for the initial consultation, e.g., one free hour (including or excluding a review of materials).

VET THE RIGHTS HOLDER

Goal: Determine Rights Holder's commitment and experience. Assess your compatibility.

References: Seek to connect with industry people who have worked with the Rights Holder (prior team members, subjects, etc.) to probe their experience.

Experience: Assess the Rights Holder's and/or director's professional experience, filmmaking process, creative strengths, power, and positionality in relationship to the story, and their motivation for making the film.

VET THE PROJECT

Goal: Determine the project's viability: fundability, content, the film's potential audience and market, and your personal interest.

After your initial consultation with the Rights Holder, consider the following:

Project Viability: Evaluate whether you think the funds can be raised to finish the project. What would be your role/responsibility in securing the necessary funds? Is the budget realistic? Is the timeline realistic? Assess paths to distribution.

Assess the Rights Holder's and/or director's professional experience and filmmaking process.

Legal Viability: Are there legal risks related to content?

Additional Considerations: Be mindful of any special considerations, such as:

- Safety issues, such as filming in war zones, on construction sites, with anonymous sources, or handling media with sensitive content.
- Filming in situations requiring special access or specialized knowledge
- Language or cultural issues.
- Trauma protection and mental-health practices for both your participants and your team.

ASSESS YOURSELF

Goal: Determine if the project is right for you and if you are right for the project.

Experience Level: Consider your experience level honestly. Can you handle the type of production needed, the size of the budget, and the director and/or the Rights Holder's level of experience?

A Good Fit: Ask yourself if you are the right producer for the project. Why are you interested in working on this project, or is this project best served by another producer, e.g., BIPOC, LGBTQIA, a community member, someone with issue-specific knowledge or credentials?

Financial Considerations: Ask yourself if this project—in combination with your other income streams—can support what you need to earn.

Career Goals: Is this a project you want to be professionally recognized for and be identified with? Is it valuable to your personal career trajectory? Are there creative risks you're willing and excited to take?

Timeline: Does the timeline work for your own availability?

Personal Interest in Ownership (see more on page 12):

Is this a project for which you feel there is a reasonable basis for you to be a co-owner with the Rights Holder, and is that something you want?

CONDUCT FINAL PRE-PROJECT EVALUATION

Goal: Review your findings and make your decision. Not every project is the right fit; recognize when to say no.



Consider your own experience level honestly. Can you handle the type of production needed, the size of the budget, and the director and/or the Rights Holder's level of experience?

2. Trial Period

Test the working relationship and advance the project by setting initial, short-term goals for appropriate compensation. Some producers may choose to skip the trial period, but we recommend getting to know each other as well as possible before committing to a long-term project.

FORMALIZE A TRIAL AGREEMENT

Goal: Establish the conditions of the trial period in a formal document.

Trial Agreement: For a one- to three-month trial period, propose a short agreement, which can even be an email exchange so long as both parties clearly commit to be bound by it, including the following:

- Scope of work, expected time commitment, work schedule, availability, and end date.
- Defined deliverables, e.g., a budget, treatment, or a specific grant application.
- Compensation, i.e., how much you will be paid and when; whether it is subject to withholdings, workers' comp, etc.; and reimbursable expenses. Do not work for free during the trial period.
- Credit: If you expect a credit for the work you do during this period, negotiate it now. You should consider whether the credit should be revised if the scope and/or duration of work is expanded. For instance, the trial contract may state that you will receive a "Consulting Producer" credit if your services are limited to the tasks contained in the agreement, but that it will be superseded by a "Producer" credit if you enter into a full production term agreement. Please also refer to the DPA's ["A Guide to Best Practices in Documentary Crediting."](#)

DISCUSS NEXT STEPS

Goal: Communicate with the Rights Holder and compare your experience of the trial period with theirs.

Have a respectful, but open and frank, discussion with the Rights Holder near the end of the trial period and mutually decide whether you will move forward with a full contract.

3. Full Project

If you decide to move forward with the project, discuss the subjects below with the Rights Holder. Good negotiations are a sign of a solid foundation and potential for a good collaboration. Listen to your intuition and consult your community.

DEFINE PRODUCER'S ROLE

Goal: Gain a mutual understanding of expectations in the producer/Rights Holder relationship.

Expectations: Discuss your expectations of each other honestly. Make sure you and the Rights Holder are in alignment.

Roles: Make clear distinctions between your creative, administrative, and other roles:

- **Creative:** Discuss expectations around creative collaboration, including stages when you will offer creative input (e.g., story development, artistic approach, editorial feedback).
- **Administrative:** Discuss which tasks fall to you as producer. For example, will you have access to the business bank account and be expected to run day-to-day operations? Will you be responsible for scheduling interviews, obtaining insurance, maintaining contracts, managing releases, securing licenses, etc.? Who will be responsible for accounting, bookkeeping, and financial reports during various stages of distribution and after the film is finished?
- **Fundraising:** Discuss expectations about how, when, and who will identify and approach funders and investors. You or the Rights Holder may have pre-existing relationships that need to be managed carefully.
- **Additional roles:** Discuss if you are also expected to expand your traditional producer role, e.g., serve as researcher or post-production supervisor. Carefully define your role, if any, in distribution or impact campaigns. Adjust compensation terms accordingly.

Hiring Additional Producer(s): Who would make this hiring decision? How would your role and responsibilities change? How would this impact your salary and the budget?

Decision-making: Define the decision-making power you have in the day-to-day operations of the project. Discuss with the Rights Holder and define the role you will play in other kinds of decision-making such as hiring/firing key creative collaborators, financing and budget management, and distribution plans. Note that third-party agreements, such as financing agreements, may impact what role the producer might play in these types of decisions.

The producer contract should reflect that the Rights Holder will engage credentialed professionals, such as lawyer, banker, and accountant, if and as needed, rather than relying solely on the producer in these areas.

DEFINE SCOPE OF WORK, ANTICIPATED SCHEDULE, AND WORKING TERMS

Goal: Determine measurable markers of progress and the conditions to achieve them.

Scope of Work: Discuss the expected time frame of your work as a producer, e.g., is your work completed after picture lock, or after the world premiere, or after broadcast? Any work you do after your negotiated term will require additional compensation.

Exclusivity: As producers, we often work on multiple projects simultaneously. Discuss whether you will be exclusive or non-exclusive/first priority for stated time periods or production stages and make that clear in the contract.

Deliverables: Unless already determined by a funder and/or production partner, clearly spell out deliverables for each stage of the project, including target dates.

Impact Campaign: If there is an impact campaign, determine what role, if any, you will play.

Long Tail: Clarify who will have responsibility for ongoing business needs of the project after its release, such as tax filings, investor paybacks, screener requests, etc.

Working Terms: Clearly lay out your boundaries. Discuss work hours and availability. Have a clear discussion about preferred and acceptable means of communication.

While it is not always possible to define in advance how these issues will play out or offer the best solutions for them in advance, good communication will make these kinds of adjustments easier for all parties.

Workflow and Communications:

- Agree on organizational systems. (What project tools are already established and what else is needed: e.g., file exchange and file storage, video platforms, text communications, software)
- Agree on use of and access to data, including contracts and forms provided by the producer.
- Assign responsible parties and workflow for bookkeeping, such as for invoicing, accounts payable, time tracking, receipt management, and maintaining budget/financial software.
- Discuss external team members, such as an accountant, payroll company, insurance broker, entertainment lawyer, sales agent, and other film professionals as needed.

NEGOTIATE PRODUCER CREDIT

Goal: *Make sure you get a satisfactory credit.*

- Ensure that your trial period credit is carried forward or adjusted in the contracting stage. Confirm that your credit will not conflict with others or potentially be negated.
- Consult the DPA’s “[Guide to Best Practices in Documentary Crediting](#)” to see which producer credit is most appropriate and in what form (e.g., single card, size, credit location, etc.).
- Consider any other producers on the project. For example, when did they come on? How was the work divided?
- In reviewing a longform agreement, check the language around any change or removal of your credit provision.

NEGOTIATE COMPENSATION

Goal: *Make sure you are paid fairly and adequately.*

You may consider the following factors when negotiating fees:

- Reflect on your specific job duties and how they may change over the course of the project. Will you be expected to travel and go on shoots?
- Carefully examine the timeline and schedule for the project and adjust compensation accordingly.
- Discuss compensation for vacation days/time, holidays, and sick days.
- Generally independent producers do not have access to health insurance or employer pension and welfare programs (such as 401ks and unemployment) and need to be mindful of these as personal expenses.
- Consider your business entity status and overhead costs. Discuss and agree on reimbursements and kit fees.
- Consider what kind of time commitment this project will require. Determine the time basis (hourly, daily, weekly, etc.) for your pay.
- Seek to obtain the right to be compensated if you are cut loose before the expected project end date for any reason other than your own breach or misconduct.
- Set an invoice and payment schedule. Consider tethering your payment schedule to other key team members, such as the director or editor.
- Consider your level of experience and industry recognition. Experienced producers bring a wealth of accumulated knowledge and judgment, relationships, connections, and other intangibles that benefit a project but often go unacknowledged.

See the [Sustainable Compensation Guidelines](#) section below, including a table of recommended minimum rates tied to the project budget, for more details and additional considerations.

NEGOTIATE OWNERSHIP

Goal: Formalize ownership of the project (if applicable).

Producers should have the opportunity, if they wish, for at least partial ownership of the films for which they are significantly responsible. Some producers become parties to these entities when they start a project, and some do not. There are benefits and liabilities to both paths. You should carefully consider whether a well-negotiated contract can provide some of the same opportunities for authority and income-sharing without the long-term legal and tax implications. In any negotiations, consult with a lawyer, as well as with an accountant.

NEGOTIATE BACK END OR NET PROFIT PARTICIPATION

Goal: Negotiate a percentage of the project's net profit.

A common form of additional compensation, after hourly/weekly/monthly pay or fixed fees, is a share of net profits, known as “back end” or “contingent compensation.” Back end participation is rarely paid out because, statistically, few independent documentaries make a net profit.

Also known as net profit participation, this term refers to the expectation of income based on distributions of net profits made as the last step of the waterfall. These profits can also sometimes be referred to as “points.”

Back end or net profit participation should not be a substitute for fair compensation during the production of the project. Back end is an additional incentive. We urge you not to substitute adequate compensation with the promise of potential returns.

See the DPA's "[Guidelines for the Documentary Waterfall](#)" for further information.



Back end or net profit participation should not be a substitute for fair compensation during the production of the project.

FINALIZE AND SIGN CONTRACT

Goal: Finalize contract terms.

Taking the time for thorough negotiations leads to mutual trust and respect between you and your new partner. A contract ensures that the expectations match between you and the Rights Holder. The process and the resulting contract should clearly define the rights and responsibilities of each party.

A contract should provide a process to air and resolve disagreements. It should set out what will occur if one or the other party becomes unavailable because of death, illness, or disability, as well as establish an exit strategy in the event that either party wants to leave the project so that it is accomplished amicably and respectfully.

Use an experienced lawyer to guide you in your negotiations or conduct them on your behalf. Do not rely on oral promises or understandings, and do not assume a new project will work the way a prior one did, even with the same Rights Holder.

See [Contract Clauses](#) in the Resource section below for explanations of standard clauses you might include in your contract.

Sustainable Compensation Guidelines

Sustainability

We recognize that sustainable compensation for one producer might not be sustainable for another. We all have different needs for ourselves and our families, and the cost of living varies greatly from region to region. This document is a starting point to encourage the industry to recognize that we will all do our best work when our basic living needs are met by our wages. An equitable and inclusive industry is only possible when producers are compensated just like other collaborators.

In recommending rate minimums for our work, we recognize the difficulty of balancing more sustainable pay and current funding models that often make it difficult for independent documentaries to raise a budget to cover all costs.

As producers, we must lead the way for everyone to get paid a living, sustainable wage. We hope that our table below can enable fairer and more equitable negotiations with Rights Holders going forward.

Methodology

How do we structure and recommend rate standards for a decidedly non-standardized industry? In developing these recommendations, we surveyed DPA members and industry stakeholders who look at large numbers of independent film budgets to understand the current state of producer compensation. We reviewed existing union agreements, primarily the Directors Guild of America's (DGA) [low-budget and documentary side letters](#) for directors and unit production managers (UPM) and the Producer's Union's [proposed basic agreement](#) (currently covering fiction producers only).

Our recommendations are rooted in established industry rates for work that is as comparable to producing as possible. We worked from the rates established in [low-budget fiction agreements](#), making significant departures on tiers (as fiction tiers far exceed those of non-fiction), and considering key differences such as: neither the director nor the UPM of a fiction film has a directly comparable role to a documentary producer; the most experienced documentary producers at the top of the field are still working with budgets that can be a fraction of low-budget fiction budgets; documentary schedules are frequently much longer and less reliable

in production and post-production; and documentary production periods are typically non-consecutive. Additionally, these established signatory rates are for workers who have access to union-sponsored benefits, such as healthcare and pension programs, which documentary producers do not.

This section recommends minimum producer compensation to be used as a starting point for negotiations at your discretion. It discusses individual issues you should consider when setting your rate, addresses some unsustainable historical payment practices, and offers practical advice on managing common cash flow concerns. While each project is unique in its requirements of a producer, establishing a baseline is a key step toward a more inclusive and sustainable field. Our rate recommendations are truly the first of their kind for independent documentary producers.

Rate Recommendations

RECOMMENDED MINIMUM RATE TABLE FOR FEATURE LENGTH DOCUMENTARIES

Refer to these guidelines in your discussions with the Rights Holder.

Budget (Total Amount)	Recommended Minimum Rates
Tier 1: Up to \$750,000	\$2,400/per week
Tier 2: \$750,001–\$1,500,000	\$3,000/per week
Tier 3: \$1,500,001–\$2,250,000*	\$3,600/per week

* For budgets over \$2.25M, producers should scale their minimum rates accordingly.

AVOID FLAT FEES

There is an unwritten “rule” in our industry that continues to circulate: “Documentary producers should get paid a set percentage of the budget.” Specific percentages are arbitrary and often result in unfair compensation, especially for projects that are many years in the making. Because of this, we do not recommend flat fees based on a percentage of the budget.

The DPA recommends that producers get paid based on time spent working and experience level, just like any other person on a film production.

ASSUMPTIONS

We consider these rate recommendations to be a **starting point from which you may negotiate** depending on your specific circumstances, responsibilities, experience level, the geographical market in which you work, and the parameters of the project.

- Rates reflect recommendations for work by a single person performing the role of a producer—not an associate producer, co-producer, executive producer, or any other producer roles.
- Rate recommendations are structured as weekly rates. We are leaving the definition of a work week to you to negotiate with the Rights Holder according to what suits you and the project’s needs.

- These hours might be worked in a single traditional “full-time” week, or over multiple weeks, or even over several months. In each case, you should prorate your billing accordingly.
- These recommendations apply regardless of whether you are working on one or multiple projects simultaneously. A sample week might consist of hours worked across multiple projects, in which case you would not bill each project for the whole week, only for that project’s portion of the week. You are responsible for tracking your time for each individual project.
- For producers working on a short-term basis, please see our section below on premium rate.
- Rate recommendations assume producers are paid as independent contractors. This means you should consider the cost of the associated taxes when negotiating your rate. Additionally, regardless of whether a producer is hired as an independent contractor or an employee, you should consider the costs of healthcare, sick leave, and other benefits you may not have access to.
- Consider increasing rates in exceptional filmmaking situations, such as hazards to physical or mental health.

Additional Factors to Consider When Negotiating Compensation

Besides the general factors affecting compensation described above under [Negotiate Compensation](#), here are a few other situations to consider.

INDIVIDUAL CONSIDERATIONS

- If you are working full time on one project, we recommend that all [U.S. federal holidays](#) be honored and do not impact the weekly pay in any week in which they fall.
- Be sure you know and factor into your compensation negotiations, your tax status and whether you will be able to write off your overhead costs. Consider benefits you might not have access to when setting your rate.
- Hazard pay for specific on-location days that might require extra compensation. For reference, see federal guidelines [here](#).

MULTIPLE PRODUCERS

If there is more than one producer on a project, we recommend individual rates not go below the recommended minimums.

MOVEMENT BETWEEN BUDGET TIERS

Budget increases

During the making of the film, the budget may be increased for a variety of reasons, such as the examples below:

- Creative changes are made, e.g., more participants, re-creations, animation, VFX, key personnel changes, etc.
- The shoot or edit schedule is extended.
- More money is raised, and the budget is revised.

The potential for a change in your rate during the making of the project should be discussed with the Rights Holder before you start. As the project moves into a higher tier, you should evaluate your scope of work and renegotiate your rate accordingly, then document that change in an amendment to your contract.

Budget decreases

During the making of the film, the budget may be decreased for a variety of reasons, such as the examples below:

- If, during the life of the film, the budget dips into a lower tier due to change in scope, your rate may change at your discretion if your duties and workload are reduced significantly. Note that if a project is paused or canceled, any compensation you are owed is an outstanding expense and should be paid.
- If a film cannot raise all funds, the DPA recommends the producer should still be paid the rate agreed to in their contract. Any compensation you are owed is an outstanding expense and should be paid in parity with all remaining expenses.

These terms and a payment schedule should be documented in your contract or in an amendment.

PREMIUM RATE

Some situations may warrant a higher (“premium”) rate, to be charged at your discretion.

For example:

- You accommodate a last-minute request, e.g., rewrite the budget or timeline for a sudden deadline, or you are suddenly responsible for an unexpected, unplanned task.
- You are called in to cover for another producer for a short period or you are hired for just one shoot.
- The Rights Holder demonstrates a pattern of capriciousness with your time, routinely postponing or canceling work sessions, or routinely arriving late. The premium rate can be a way to affirm the importance of respect for your time.

Triggering the premium rate is your call, but the Rights Holder must understand and agree in advance to the circumstances and the rate itself. The terms and conditions of these situations should be reflected in the contract as part of the “Compensation” clause.

Payment Accommodations

The DPA does not recommend working for free. **EVER.** The historical reliance on producers working for free has created real barriers to inclusion and weakened the bargaining power of all our producing peers.

Sometimes a production has problems with cash flow, especially during the development phase. Funds are not available up front or are not raised at the pace needed to sustain a project. Frequently producers, as guardians of the budget, have put their needs last, placing themselves in compromised and precarious financial situations in order to keep the production going. This practice is not sustainable.

We believe in parity. Producer compensation should not be put on hold while other team members are getting paid.

In cases where a project's cash flow does not allow a producer to be paid at all, the DPA strongly recommends that the producer take a hiatus during which their work on the project ceases. This frees them up to seek other paid work.

DELAYED COMPENSATION

Delayed compensation refers to when you allow your fees to go unpaid, with the expectation that these fees will be paid later but **during the making of the film.**

The DPA does not recommend delaying compensation. The decision to accept delayed compensation requires experience and due diligence.

DEFERRED COMPENSATION

Deferred compensation refers to when you allow your fees to go unpaid with the expectation that these fees will be paid **from gross proceeds** of a film sale or acquisition.

The DPA does not recommend deferring a producer's compensation. Gross proceeds are not guaranteed, and payment for performed work should not be drawn from anticipated or potential gross proceeds.

Please refer to the [DPA's Guidelines for the Documentary Waterfall](#), for more recommendations regarding projects that have equity financing.



The DPA does not recommend working for free. **EVER.** The historical reliance on producers working for free has created real barriers to inclusion and weakened the bargaining power of all our producing peers.

Conclusion

Top Ten Takeaways

If you take away only one thing from this document, it should be this list:

- 01.** Do not work for free.
 - 02.** Do not work without a contract.
 - 03.** Do not let others work for free or without a contract.
 - 04.** Vet the project and the people hiring you.
 - 05.** Consider whether you are the right person for the project.
 - 06.** Consider a trial period and negotiate an exit strategy.
 - 07.** Discuss expectations and scope of work.
 - 08.** Plan for and embrace change.
 - 09.** Act responsibly and safely, with fairness and inclusivity.
 - 10.** Know your limits and take care of yourself.
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These DPA guidelines are meant as a starting point for your engagement with the Rights Holder of a project. The Documentary Producers Alliance is committed to continuing to address the concerns of our profession across the broad spectrum of funding conditions, production circumstances, and the many different makers represented.

Resources

Contract Clauses

The DPA strongly recommends that a contract be drawn up between parties with legal consultation for the duration of a project after a trial period. Choose a lawyer who places your interests first.

Here are descriptions in layperson's terms of some common contract clauses.

SHORT DEFINITIONS OF COMMON CONTRACT CLAUSES

1. Description of Project: Includes: genre, anticipated length and a working title (noted as “working”), and names and addresses of all parties signing the agreement, including loan-out companies.

2. Producer's Services: Includes: a detailed job description or can reference an exhibit at the end of the contract with a detailed job description. Please note that traditional boilerplate language for producing is often very general; you are better protected by a specific listing of your job duties.

3. Term: Notes the start and end date of the job. Rather than calendar dates, this may also be defined by specific project milestones such as final cut, world premiere, delivery to a distributor or sales agent, or throughout the festival and sales period.

4. Compensation: This information should lay out a specific time frame (e.g., number of days/week or total hours), and if applicable, various rates for travel and overtime. Include definitions for overtime, turnaround time, canceled days, weather days, etc., as needed. Include payment terms, a schedule of payments, any milestone events (“Completion of first rough cut,” etc.), and any bonus incentives defined by specific events.

In some cases, terms for a Premium Rate may be included, or delayed compensation may be agreed to, the terms of which should be defined in writing. Any contingent compensation (points/back end, bonuses) agreed to should also be included. See [Glossary](#). See also [Compensation](#) for further discussion of these terms.

5. Reimbursements: Describes what constitutes a reimbursable expense and the process for submitting these expenses, including what documentation is needed. Try to include your office rental (or a portion), kit, equipment, travel, and similar expenses.

6. Credit: The Producer's personal credit and, if applicable, their company credit. It could also include placement and sharing, and other specific circumstances (e.g., some broadcasters and platforms have stringent cutoffs for number and types of credits as well as their own definitions of different credits). Please also refer to the DPA's [“A Guide to Best Practices in Documentary Crediting.”](#)

7. Unions: If applicable, membership in any unions, guilds, etc., is included.

8. Ownership of Copyright: Clearly stating whether the Producer co-owns the project and any derivative rights or is a strict work-for-hire. This pertains to who can exploit the film in the future. Sometimes business and creative decision authority is spelled out here.

9. Independent Contractor: If the Producer signs as an individual and not a business, this paragraph spells out all of their responsibilities for their own insurance and tax withholdings and affirms that they will not receive employee pensions, health insurance, vacation, sick pay, etc.

10. Non-Disclosure/Confidentiality: Outlines terms pertaining to confidential material, knowledge, and information that one or both parties expect to share with one another for the purpose of the contract but wish to limit access to during or after the project.

11. Non-Disparagement: Both parties agree that neither will make negative statements about the other, during, or after the Term. Try to avoid a clause of this kind.

12. Publicity: What the Producer can and cannot do as far as publicity goes and may include the right to approve the Producer's own biography and photo.

13. Indemnification: Often reciprocal and defines who is responsible for breach of contract or other liability. It will lay out whether a party will be held "harmless" and defended for damage or costs in case of dispute, and under what circumstances. Costs may include payment of potential attorney fees. Producers should not be required to indemnify Rights Holders. Or at worst, a producer's indemnity should be limited to intentional or grossly negligent improprieties.

14. Injunctive Relief: This clause specifically orders one party or both parties to refrain from doing an act that would cause harm to the other party. It is used in cases where there is no remedy for having caused the stated harm by exchanging money or other property of value, and the only way to prevent damage is to stop the stated action. In individual artist participant and finance agreements, injunctive relief is expressly denied as no distributor will release a film when any party has the power of injunctive relief.

15. Insurance: Should state that the Rights Holder will secure all applicable insurance for the project including errors and omissions, general liability, and workers' comp, and will list the Producer as named insured, from start to finish. Often will provide that the coverage is subject to the limits under the policies.

16. Termination: The terms and process for separating. For example, one party may fail to perform, or in another case, one may wish to leave the project. Grounds for termination need to be negotiated. Also define how one party will alert the other party of their intention, the time

frame for leave-taking, and the process by which one wraps up the work. This is the "back door" for how each party can get out of the contract.

The Rights Holder might abruptly end the project for reasons beyond your control. When negotiating your contract, consider including severance or a separation fee to reasonably cover yourself for time previously blocked out for the project.

17. Non-Performance Penalties: How the Producer could breach the terms of the agreement, including the notification of one or more of those breaches, a timetable to resolve the issues, and the right to terminate the contract, as well as performing necessary legal action for damages.

18. Force Majeure/Pause in Production: Describes what happens in case of force majeure, re-shoots, injury or illness, failure of production, cancellations, etc. Try to provide that your return to the project is subject to reasonable advance notice, since you may need to take other employment during a force majeure period and that after a stated time period (such as 60 days) you are free to terminate the contract.

19. Governing Law/Venue: What state and by what laws any dispute will be resolved.

20. Remedies/Dispute Resolution: Notes the terms and location of mediation and arbitration or litigation in case of contract disputes. If the contract calls for arbitration, try to avoid its being limited to the AAA and JAMS; instead, ask for it to be a professional arbitrator.

21. Assignment: When one party to an existing contract (the "assignor") hands off the contract's obligations and benefits to another party (the "assignee"). Ideally, the assignor wants the assignee to step into their shoes and assume all of the contractual obligations and rights. This paragraph lays out who can and cannot assign this contract and on what conditions. Since your services are in the nature of "personal services," try to have the right to decline to work for the proposed assignee, with no penalty.

22. Representations and Warranties: Includes statements that the Producer has the right to enter into this agreement, is eligible to work in the U.S., and will do so complying with applicable federal, state, and local laws. It may also stipulate that the Producer will get all licenses, consents, and rights cleared, but try to limit to reasonable efforts.

23. Tax Liability: Any sales taxes, use, or other taxes are the responsibility of the client, who will hold the Producer harmless from paying those.

24. Equal Opportunity: Spells out who is responsible for tax liability pertaining to the engagement.

25. Inclusion Rider: Reasonable and measurable effort to hire people who are from historically under-represented backgrounds within a certain role (e.g., cinematographer, sound recordist, gaffer) such as (i) female or non-binary; (ii) people of color; (iii) disabled; (iv) lesbian, gay, bisexual, transgender, or queer; (v) a combination of diverse qualities identified in (i-iv); and to report this data for research and accountability purposes to a third party who is tracking this data, such as USC Annenberg. This [template for narrative film from USC Annenberg](#) can be used to support a more inclusive and equitable pipeline. Consider language defining a certain percentage of hires be BIPOC, AAPI, disabled, or female, etc. This is also where you might include language pertaining to accessibility, such as requiring captions/audio descriptions/accessibility in the Deliverables.

26. Enforceability/Severability: If any part of the agreement is unenforceable, it does not affect the enforceability of the other parts.

27. No Waiver: The failure of either party to exercise any rights does not constitute a waiver of those rights.

28. Execution: How the agreement can be signed (in counterparts, etc.). Faxes or PDFs will be treated as originals, and everyone waives their right to object.

29. Entire Agreement and Modification: The agreement is understood by both parties to be the entire agreement and supersedes other agreements made before.

30. Signature Block: Both parties will sign and date a finalized contract, which is normally a condition of its enforceability if it is evident from the contract's provisions that performance will necessarily take more than one year.

31. Deliverables to the Producer: Material such as a certain number of tickets for the festival premiere, courtesy copies of home video release (where applicable), and/or HD file of the project for private, non-commercial use or professional reel. May also include the film poster, soundtrack, and marketing materials.

32. Festivals/Travel: Who will pay for distribution travel, including festival premiere, commercial releases, or celebrity/awards screenings. Expenses can include per diem, airfare, accommodations, tickets/badge, and meals.

33. Exhibits or Addenda as needed. This could include a detailed job description, proposed schedule, amendments, or other additional.

Glossary

Back End: Also known as net profit participation, this term refers to the expectation of income based on distributions of net profits. See the DPA's "[Guidelines for the Documentary Waterfall](#)" (September 2020). These profits can also sometimes be referred to as "points."

Equity: In financial terms, equity means the value of shares issued by a company. In legal terms, equity implies ownership over the company or intellectual property (such as a film). In social justice terms, equity means the quality of being fair.

Loan-out: A loan-out corporation, also known as a loan-out company or personal service corporation, is a form of U.S. business entity in which the creator is an "employee" whose services are loaned out by the corporate body. The creators of the corporation are typically the sole shareholders, and thus the corporation is used to reduce their personal liability, protect their assets, and exploit taxation advantages.

Memorandum of Understanding (MOU): An MOU is a simple agreement between two or more parties. It formally documents a convergence of will between the parties, indicating an intended common line of action. It is often used in cases where parties are not ready to create a full contract.

Net Profit Participation: The right to receive a distribution of net profits of a film, based on payouts made as the last step of the distribution "waterfall," after budgeted expenses and above-the-line costs have been deducted from gross revenues. Otherwise known as "back end." See the DPA's "[Guidelines for the Documentary Waterfall](#)" (September 2020).

Premium Rate: Premium rates are a higher rate than our recommended minimum rate, for selective use under certain conditions. The terms and circumstances can be negotiated with a Rights Holder to be triggered by the producer, in a variety of scenarios. The parameters of such conversion need to be negotiated in advance, the rate and the purpose understood clearly, and terms documented in your contract.

Restorative Practices: Restorative Justice is an ethical framework that focuses on building community by living our shared values of respect, honesty, responsibility, empathy, and inclusivity. RJ has its roots in indigenous traditions, which uphold the belief that people are interconnected and that focus on the role of community. Restorative practices can create the environment necessary for building and sustaining relationships, maintaining shared accountability, repairing damage caused by harmful behaviors, and ultimately improving team culture.

Rights Holder: Rights Holders are most often the originator of the project idea. They might be an individual director, an owner of intellectual property, or a production company. They have full knowledge of the project's status, are in control of funds, can conduct negotiations, and can sign legal agreements.

Waterfall: A contractual financial structure accounting for the flow of gross revenues that a project receives, the payment of required expenses, and how net revenues are distributed amongst those with a financial interest in the project. See the DPA's "[Guidelines for the Documentary Waterfall](#)."

Other DPA Documents

Please also refer to the other DPA Guidelines:

- [A Guide to Best Practices in Documentary Crediting](#)
- [Guidelines for the Documentary Waterfall](#)
- [Anti-Racist and Structural Equality Resource Guide](#)

If you would like to learn more
or join the DPA, please don't
hesitate to get in touch.

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