

Editorial · Deal Philosophy

The Contract.

How we negotiate. What we protect. What we never ask a filmmaker to give up. The deal terms behind every Nemea collaboration — written so a director reading this knows exactly what kind of producer we are before the first meeting.

The Philosophy.

A contract is not a weapon. It is a written version of a relationship. The clearer the document, the healthier the collaboration. **If a filmmaker and producer cannot agree on paper, they will not agree on set.**

Most independent film contracts are written defensively — each clause built to protect the producer from a hypothetical dispute. The result is documents that feel adversarial before anyone has done any work together. We write contracts differently.

Our goal is a contract that a director can read, understand, and sign without needing three lawyers to translate it. The legal architecture is precise — **but the language is not obfuscating**. A filmmaker should finish reading a Nemea contract with a clearer picture of the collaboration, not a more anxious one.

What we will always do.

Clarity over cleverness. No hidden clauses, no capital-letter defined terms that contradict plain English, no gotchas buried in exhibits.

One document, not ten. Whenever possible, we consolidate. A thirty-page contract that covers everything is better than five ten-page documents that conflict.

Written in both languages when needed. For Mexican, Spanish, and Latin American directors, our contracts are delivered in English and Spanish. If the versions conflict, we treat it as our drafting error, not a loophole.

OPERATING PRINCIPLE

A good contract makes the hard conversations easier — not harder. If we are being honest about what we can and cannot offer, the document reflects that. **We do not use legal complexity to avoid difficult conversations.**

Final Cut.

The single most important clause in any director's contract. Also the one most commonly abused in independent film. **Our position is unambiguous.**

Final cut is the director's right to deliver the version of the film that is theirs. It is not a courtesy. It is not a negotiating chip. On a Nemea film, the director has final cut on the **director's cut** delivered at picture lock.

What final cut means at Nemea.

The director delivers a picture-locked cut by an agreed date. That cut is the film we submit to festivals, distributors, and the world. Producers provide notes, recommendations, and critical feedback throughout the edit — which the director is free to take, modify, or reject. **Notes are not instructions.**

Where final cut has limits.

There are three narrow circumstances where final cut can be overridden, all disclosed before signing:

- 1. Festival-mandated runtime cuts.** A festival may require a runtime below the director's preferred length. If it is the difference between premiering and not premiering, we discuss with the director and find the best path. Never unilateral.
- 2. Legal constraints.** If the final cut contains material that creates legal exposure (defamation, cleared-content violations, unredacted identifiers in a documentary), we work with the director to resolve. The director is involved in every decision.
- 3. Distributor-specific edits.** For airline, broadcast, or territory-specific versions that require cuts (for example, for violence or language standards), alternate versions can be created. The theatrical and director's cut remain the director's.

We never take a film away from a director in post. We never recut a film without the director's consent. We never release a version the director disowns. **If we cannot agree on a cut, we release the director's cut and live with the commercial consequences.**

Creative Approvals.

Directors own the creative. We own the producing. Everything else is conversation.

Below is what a director reasonably approves — and what we handle with their input. This is a starting framework, not a rigid template. Every film is negotiated specifically.

<p>DIRECTOR APPROVES</p> <p>Principal Cast</p> <p>Lead roles: director selects. Supporting and smaller roles: director approves. Producer can propose options but does not impose.</p>	<p>DIRECTOR APPROVES</p> <p>Head of Departments</p> <p>Cinematographer, Production Designer, Editor, Composer, Costume Designer. Director chooses, producer supports. Producer provides budget framework.</p>	<p>DIRECTOR APPROVES</p> <p>Shooting Schedule</p> <p>Number of shoot days, schedule structure, pickup days. Producer builds the schedule — director signs off before lockup.</p>
<p>CONSULTATIVE</p> <p>Locations</p> <p>Director requests. Producer confirms what is feasible within budget and logistics. Both sides solve it together — neither dictates.</p>	<p>CONSULTATIVE</p> <p>Budget</p> <p>Producer owns the budget. Director is fully informed and has input on creative allocations within it. No surprises.</p>	<p>PRODUCER OWNS</p> <p>Deal Structure</p> <p>Investor relations, co-production treaties, tax-incentive strategy, legal structure. Director is briefed — does not negotiate these directly.</p>

Credit.

Credit is identity. Credit is CV. Credit is how a filmmaker's career compounds. **We do not cheap out on credit.**

<p>01 Director's credit is above the title.</p> <p>"A film by [Director]" — always. Main title credit, main one-sheet credit, main trailer credit. We do not dilute a director's possessive credit with vanity producer cards.</p>

02 **Writer's credit follows WGA or equivalent standards.**

Whether or not a project is WGA-signatory, we apply WGA credit determination standards. Writers get credit based on contribution, not politics. For Mexican and LatAm films, we follow SOGEM (Sociedad General de Escritores de México) equivalents where appropriate.

03 **Producer credits are earned, not distributed.**

We do not grant producer credits to investors, executives, or financiers who did not produce the film. Executive Producer credit has a clear internal standard — financing alone is not sufficient. **Credit inflation devalues everyone who actually did the work.**

04 **Company credit: Nemea Pictures presents.**

Nemea appears in the main title sequence. We do not claim "A Nemea Film" — the film is the director's. We present it.

05 **Below-the-line credits follow union and guild standards.**

Every crew member is credited according to their actual role, at the standard of their craft's guild or union. No lumping. No reducing someone's job to a smaller title to save space on the one-sheet.

06 **Credit is contractual.**

Credits are in writing before production begins — not negotiated at the finish line when someone has leverage. **Ambushing people with credit disputes in post is a tactic we refuse.**

05

IP & Ownership.

Nemea retains ownership of the films it produces. That is non-negotiable — it is the foundation of the company. **But ownership does not mean control over the work itself.**

What Nemea owns.

Nemea (via the film's SPV) owns the **copyright to the film**, the distribution rights in perpetuity, the remake and sequel rights, the adaptation rights across other media (TV, theater, graphic novel), and the underlying IP as produced under the Nemea agreement.

What the director retains.

Moral rights. Attribution, integrity, the right to disown. These are protected by law in Mexico and Canada and fully respected in our contracts.

The right to be consulted on major IP decisions. We will not sell a remake, commission a sequel, or authorize an adaptation without discussing it with the original director. **The director does not approve these decisions — but they are not blindsided by them either.**

A first-look on any sequel, remake, or adaptation. If we decide to make a direct sequel or a significant remake of the film, the original director is offered the opportunity to direct or executive produce before anyone else.

What the writer retains.

For original screenplays, the writer retains **separated rights** equivalent to WGA standard where applicable — meaning publication rights to the screenplay, sequel and spinoff rights are negotiated separately, and reversion provisions apply if the film is never produced.

A production company without clean IP ownership cannot build a library, raise a fund, or attract institutional capital. A production company that takes ownership by stripping creators of every related right loses the creators and eventually the library too. **We hold ownership with transparency — and we compensate for every right we take.**

06

First-Look & Overall Deals.

The deal structure that tells a filmmaker: **you are a Nemea director, not a one-film collaborator.**

For directors and writers we believe in long-term, Nemea offers first-look and overall deal structures. These are not traps. They are statements of mutual commitment, with terms designed to make the relationship sustainable for both sides.

01 First-Look Deal.

The filmmaker shows Nemea new projects first. We have a defined window — typically **30 to 60 days** — to decide whether to develop. If we pass, the filmmaker takes the project anywhere. If we commit, we move to a development or production agreement.

Term length: 18 to 36 months, renewable by mutual agreement. Not 5 years. Not 7 years. **We do not park filmmakers.**

Development payment during the term: modest but real. A first-look deal is not "free option on your career." The filmmaker is compensated for their exclusivity.

02 Overall Deal.

A deeper commitment — the filmmaker's primary professional home is Nemea for a defined period. Typically **24 to 48 months**. Filmmaker provides services exclusively (for features) to Nemea; outside work (commercials, music videos, certain TV) is explicitly carved out.

Compensation: annual retainer plus project-specific fees. Real money — not gift certificates.

Exit: clear early-termination paths if either side is not getting what they need. No one is hostage.

03 Development Deal.

Project-specific. Nemea pays a development fee for the writer/director to develop a specific project through script. **Reversion rights** apply: if Nemea does not commit to production within 18 to 24 months, rights revert to the filmmaker, potentially subject to a reasonable step-out fee if the project goes to a competitor.

We do not structure first-look or overall deals to park a filmmaker's career while we decide whether we want them. We do not extend terms by default. We do not treat the filmmaker's next move as ours to control. **If a Nemea director wants to work with another producer, we want to know why — and we want them to come back.**

07

Term, Turnaround & Reversion.

When a project stalls, who owns what, for how long, and under what conditions can it move forward elsewhere?

RULE 01

Active Development Term

When Nemea options a script or hires a writer, the project is in **active development for up to 24 months**. During this window, the writer cannot shop the project elsewhere. We cannot shelve it indefinitely — we must move forward, in good faith.

RULE 02

Automatic Reversion

If at 24 months Nemea has not progressed the project meaningfully (no attached director confirmed, no financing in motion, no production greenlit), **rights revert to the writer**. Reversion is automatic — it does not require Nemea's approval.

RULE 03

Turnaround Provisions

If Nemea commits to production and then cancels before principal photography, the writer/director can take the project to another producer. Nemea receives reimbursement of documented development costs plus a modest premium — **typically documented cost plus 10 to 15 percent**.

RULE 04

No Permanent Shelving

Nemea does not acquire rights to sit on them. **Every contract has an outer limit** beyond which the filmmaker regains control, regardless of Nemea's intentions. Rights are not weapons.

08

Confidentiality & Public Voice.

A film exists in public. Its contract does not. **How filmmakers talk about their work — and about us — is their business.**

What is confidential.

Specific financial terms, investor information, detailed legal structures, other filmmakers' deal terms, and pre-release strategic information (festival targets, distributor negotiations, casting before announce) are confidential during their active period.

What is not confidential.

The filmmaker's own creative experience of the film. Their opinions. Their interviews. Their praise, their criticism, their disagreements, their artistic positions. We do not gag directors about their own films.

General information about the collaboration. That they worked with Nemea, their credits, who they worked with on set, what the film is about.

Disagreements after the fact. If a filmmaker is unhappy with how we handled something, they have the right to say so publicly. We would rather hear about it first — but we do not contractually prevent it.

OUR STANDARD

NDAs are narrow, time-limited, and explicitly carve out the filmmaker's creative speech. **A production company that sues its own directors for talking about their films is a production company no serious director will work with twice.**

09 **Safety, Dignity & the Set.**

A contract is also a promise about how people are treated on a production. This section is non-negotiable.

01 Intimacy coordinator on every production.

Any film with intimate or sensitive content includes an intimacy coordinator as part of the standing crew — not as an afterthought. Cost is absorbed by production, never pushed onto the department.

02 Minors have full safeguards.

Child performers and participants always have a guardian on set, documented education hours, and a dedicated welfare contact independent of production. Schedules respect child labor laws rigorously — beyond the legal minimum.

03 Clear reporting path for harassment or abuse.

Every Nemea production includes a written reporting path with a designated third-party contact outside the chain of command. Every contract references it.

04 Reasonable hours. Real turnaround.

We plan for 10 to 12 hour days, not 16. We honor 10-hour minimum turnaround. We build meal and rest breaks into the schedule rather than trimming them when we fall behind. **A film that costs a crew's health is not a film we want to have made.**

05 Insurance is paid up, comprehensive, and non-negotiable.

Workers' compensation, production liability, errors and omissions — fully in place before the first day of shooting. No "we'll fix it in week two."

What We Never Do.

The practices common in independent film that Nemea refuses to adopt.

DO

What We Do.

- Contracts in both English and Spanish for Spanish-speaking directors.
- Final cut protected with specific, narrow, disclosed exceptions.
- Credit terms locked before production begins — never renegotiated at the finish line.
- Reversion and turnaround clauses that actually return rights.
- Intimacy coordinators, safety infrastructure, and reporting paths on every production.
- First-look and overall deals with compensation, not exclusivity for free.
- Moral rights fully respected beyond legal minimums.
- Honest, direct conversations before the contract stage — not after.

DON'T

What We Don't.

- Grant vanity producer credits to investors or executives who did not produce the film.
- Use broad NDAs to prevent filmmakers from speaking about their own films.
- Take final cut away from a director through pressure or ambush in post.
- Shelf projects indefinitely without a reversion path.
- Exploit first-look or overall deals as unpaid option parking.
- Bury deal-breaking clauses in exhibits, side letters, or capital-letter definitions.
- Cut corners on safety, insurance, or set conditions to save schedule.
- Treat below-the-line crews as expendable. The crew on set makes the film.

The Reality.

This document is how we try to operate. Every film is different. Every filmmaker has different priorities. Every financing structure creates different constraints. The document is a starting posture, not a rulebook.

When we fall short of what is written here — and we will, because humans run this company and humans make mistakes — **we admit it, fix it, and pay for the correction.** We do not hide behind the contract. We use the contract to repair the relationship.

The filmmakers who make our best films are the ones who come back. That is the only measure of whether we are getting this right.

FINAL STANDARD

A Nemea contract should leave a filmmaker more confident in the collaboration, not less. **If a director or writer reads their Nemea contract and feels cornered, we wrote it wrong. We rewrite.**