

This Agreement is entered by and between _____ (referred to herein as Filmmaker) and _____ (referred to herein as Writer), in connection with the feature length motion picture presently entitled "A Hollywood Script" (referred to herein as the Work).

Filmmaker hereby engages Writer to rewrite the Work.

1. Delivery Requirements

Writer will deliver to the Filmmaker on or before _____, 20__ the completed Work in form and content satisfactory to the Filmmaker. All work will be done in a competent and workmanlike fashion in accordance with applicable standards of the profession and all services are subject to final approval by Filmmaker prior to payment. Writer reserves the right to adjust the schedule in the event that Filmmaker fails to meet agreed upon deadlines for approval or payment and for more than customary changes and additions to the agreed upon scope of services.

2. Copyright Ownership

Writer acknowledges that the Work is being created by Writer for use in a Film and that each form of Work is being created by Writer as a "work made for hire" under the United States Copyright Act and, at all stages of development, the Work shall be and remain the sole and exclusive property of the Filmmaker. At Filmmaker's sole, absolute and unfettered discretion, Filmmaker may make any changes in, deletions from, or additions to the Work. If for any reason the results and proceeds of Writer's services hereunder are determined at any time not to be a work made for hire, Writer hereby irrevocably transfers and assigns to Filmmaker all right, title and interest therein, including all copyrights, as well as all renewals and extensions thereto.

3. Compensation and Terms of Payment

In consideration for the services to be performed by Writer and upon acceptance of the Work, Filmmaker agrees to pay a total of \$_____ according to the terms set out herein:

Filmmaker will pay the entire fee on completion of the services provided. OR

Writer shall be paid \$_____ upon signing this agreement and the rest of the sum described above when Writer completes the Work. OR

Filmmaker will pay Writer in three equal installments of \$_____ in accordance with the following (e.g. submission of a first draft):

_____.

Writer agrees to submit invoice(s) and a completed W-9 form with this signed agreement. Filmmaker will make payment by check to Writer within 30 days of receiving an invoice.

4. Credit

Nothing contained in this agreement shall be deemed to require the Filmmaker to use the Work, or any part thereof, in connection with the Film or otherwise. Credit for the work shall read: _____, provided that a substantial portion of Writer's work is incorporated in the

Film. In determining whether Writer is awarded sole, shared or no credit for the Work, reference shall be made to the Writers Guild of America credit definitions. No inadvertent failure by Filmmaker to comply with the credit line set forth above, nor any failure by third parties to so comply, shall constitute a breach of this agreement.

5. Expenses

Writer shall be responsible for all expenses incurred while performing services under this agreement. OR Filmmaker will reimburse Writer for pre-approved expenses. Filmmaker will pay Writer within 30 days after receiving receipts documenting purchases.

6. Relationship of Parties

Writer is an independent contractor, not an employee. Filmmaker will not withhold FICA or make FICA payments on Writer's behalf, make state or federal unemployment compensation contributions on Writer's behalf or withhold local, state or federal income tax from Writer's fees. It is understood that Writer is not eligible to participate in any pension, health, vacation pay, sick pay or other fringe benefit plan normally associated with an employee relationship.

7. Cancellation

With reasonable cause, either party reserves the right to cancel this agreement without obligation by giving 30 days written notice to the other party of the intent to terminate. In the event that either party shall be in default of its material obligations under this agreement and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, this agreement shall terminate upon expiration of the sixty (60) day period. Should the Writer's commission be cancelled or postponed for any reason before the final stage, Filmmaker agrees to pay a cancellation ("kill") fee based on the work completed.

8. Promotion

Writer hereby grants Filmmaker the right to issue and authorize publicity concerning Writer and to use Writer's name, voice and approved likeness and approved biographical data in connection with the distribution, exhibition, advertising and exploitation of the Film. Writer shall exercise approvals hereunder reasonably and within five (5) days after request by Filmmaker, or such approvals shall be deemed given.

9. Writer Warranties and Representations

Writer warrants and represents that he/she has the right to enter into this agreement and to grant Filmmaker all rights herein granted, and that Writer has not entered into or will enter into any agreement of any kind that will interfere in any way with the complete performance of this agreement. Writer warrants and represents that Work shall be wholly original with Writer, except as to matters within the public domain and except as to material inserted by Writer pursuant to specific instructions of Filmmaker, and shall not infringe upon any intellectual property rights or violate any laws.

10. Assignment, Entirety of Agreement, Governing, Jurisdiction and Mediation

Writer may not assign, directly or indirectly, all or part of its rights or obligations under this

agreement to any other person or entity without first obtaining the written permission of Filmmaker. This agreement constitutes the entire agreement between the parties. No modification shall be enforceable except in writing and signed by the parties hereto. This agreement shall be governed by the laws of the state of _____. In the event any dispute arising under this agreement results in litigation, arbitration, or mediation, such action or proceeding shall be brought within the state or federal courts of _____. Mediation of any dispute arising from this agreement shall be conducted in accordance with the rules of the dispute State.

11. Severability

If any provision of this agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this agreement are declared to be severable.

THIS WORK-FOR-HIRE AGREEMENT for the Work described below between the undersigned _____, as purchaser the Work ("Filmmaker"), and the undersigned _____, as creator of the Work ("Writer"), is made this _____ day of _____, 20____.

A. Basic Terms

Name of Writer: _____

Address: _____

City: _____

State: _____

Zip: _____

Telephone: _____

E-mail Address: _____

Filmmaker/Producer: _____

Address: _____

City: _____

State: _____

Zip: _____

Telephone: _____

E-mail Address: _____

B. Scope Of Work

The Filmmaker desires to have certain services and tasks performed as set forth below requiring the specialized skills, talents and other expertise of the Writer. The completed results and product of Writer's services shall be deemed the "Work." The Work is specially ordered and commissioned by Filmmaker for use in connection with the "Film" tentatively titled:

The work to be performed by Writer includes the following: (Provide a description of the services and deliverables associated with those services.)

C. Payment Of Artistic Fees

Total payment: _____ . Payment schedule is outlined in the attached Paragraph 3.

Writer requests check(s) be made payable to: _____

An IRS Form W-9 must be completed and returned in order for payment to be processed.

The Filmmaker's Contractual Provisions are attached in and incorporated herein. Filmmaker requires that the Writer sign and return the attached provisions, which are an integral element of this agreement.

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____