

MARYE POPPIN PRODUCTIONS, LLC

COLLABORATION AGREEMENT

THIS AGREEMENT, effective as of _____, _____, is made by and between _____ (“Writer A”) whose address is [PHYSICAL ADDRESS] and _____ (“Writer B”) whose address is [PHYSICAL ADDRESS] with respect to the parties’ services on the feature-length motion picture currently entitled, “_____” (the “Picture”).

1. Each Writer will provide the other with access to all material prepared to date on the Work. The Writers agree to be available to each other at convenient times to supply additional information and for consultations, conferences and story meetings.

2. Writer A will write the script of the Work. In writing the Work, Writer A agrees to adhere to material supplied to Writer A by Writer B or by others to whom Writer B introduces Writer A and not introduce any extraneous incidents or anecdotes without first obtaining Writer B’s personal approval. Notwithstanding anything to the contrary contained herein, Writer B shall have personal approval over the contents of the script. Writer A shall deliver the first draft screenplay on or before _____, _____.

3. Should Writer A be unable to deliver a complete and satisfactory script because of Writer B’s failure to cooperate with Writer A, Writer A shall have the right to terminate this Agreement, but Writer A may retain any moneys already paid to him or his designee for his work and Writer B retains all rights in and to the material created. Should Writer A deliver a script that is unacceptable for any reason directly relating to the quality of Writer A’s work, Writer B may terminate this Agreement and Writer A shall have the obligation to return any moneys paid to Writer A under this Agreement. If this Agreement is terminated for any of the aforementioned reasons, it is specifically understood that Writer B shall have the unencumbered right to enter into an agreement with regard to the Work with another writer.

4. If either party shall be unavailable for the purposes of collaborating on such revision or screenplay, then the party who is available shall be permitted to do such revision or screenplay and shall be entitled to the full amount of compensation in connection therewith, provided, however, that in such a case wherein there shall be a revision in the original selling price; the party not available for the revision or screenplay shall receive from the other party _____% of the total selling price.

5. Upon completion of the Work, it shall be registered with the Writers Guild of America, West, Inc. (“WGA”) as the joint work of the parties. If the work shall be in the form such as to qualify it for copyright protection under the Copyright Act, it shall be registered for such copyright protection with the United States Copyright Office in the names of each of the parties, and each party hereby designates the other party or parties as such party’s true and lawful attorney-in-fact to so register such Work on behalf of the other party or parties, which right is coupled with an interest.

6. The credit on the Work where credit appears, and in any and all forms and in any and all media in which the Work is used or licensed, will be the same size, color and boldness and shall read as follows:

Written by [A] _____ & [B] _____

7. Writer A and Writer B represent and warrant that each is free to enter into this Agreement, and that insofar as material created by each is concerned, the work is original, it does not contain any libelous or other unlawful matter; and it does not invade any right of privacy or publicity nor infringe any statutory or common-law copyright. Each writer agrees to hold the other harmless from and against any and all claims of libel or of copyright infringement or of invasion of privacy or similar rights arising out of material created by each writer in the Work.

8. The parties agree that all income received from the worldwide sale or disposition of any and all rights in and to the Work (including but not limited to print publication rights, dramatic motion picture, television and allied rights) shall be divided between the parties as follows: __% to Writer A and __% to Writer B. Neither party shall enter into any other agreement or dispose of rights in or to the Work unless it is done so under this Agreement. The parties will each be paid directly by any third party.

9. Neither party may enter into any agreement for any of the rights in and to the Work without the written consent of the other party. Co-signature of agreements for the disposition of any such rights shall constitute written consent by both parties.

10. If the parties cannot agree on how to exploit the Work after one or both of them have completed the Work or cannot agree on how to complete the Work, then Writer A will take over the project for two years to complete and market the property and may enter any agreement with a bona fide third party, so long as A keeps B advised of all significant activities, advises B before entering into an agreement transferring rights of any kind in the property and provides in the agreement of transfer for direct payment to B of B's share of the proceeds as provided in this Agreement. After the two-year period elapses, A's rights pursuant to this paragraph will shift to B, subject to all the same conditions for the next two years. The right to complete, market and exploit the work will continue to switch back and forth until the work is sold.

11. If any disposition is made for any rights in or to the Work, this Agreement shall be in force and effect and continue for the life of the copyright therein.

12. The parties agree that Writer B shall be responsible for all expenses incurred in the preparation of the Work until such time as funds are received from any source, at which time expenses shall be reimbursed after payment of commissions and before the agreement to split between Writer A and Writer B.

13. REMEDIES: Each party recognizes and confirms that in the event of a failure or omission by the other writer constituting a breach under this Agreement, whether or not material, the damage, if any, is not irreparable or sufficient for injunctive or other equitable relief. Consequently, the parties' rights and remedies shall be limited to the right, if any, to obtain damages at law and neither party shall have any right in such event to terminate or rescind this Agreement or any of

the rights granted hereunder or to enjoin or restrain the development, production, advertising, promotion, distribution, exhibition or exploitation of the Picture.

14. MISCELLANEOUS:

- (a) Arbitration. Disputes under this Agreement shall be settled pursuant to binding arbitration under the rules of the Independent Film and Television Alliance (“IFTA”) in [STATE]. The prevailing party will be entitled to reasonable attorney fees and costs.
- (b) Assignment. Neither party may assign his rights or obligations hereunder.
- (c) Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE].
- (d) Notices. All notices under this Agreement shall be in writing addressed to the addresses first set forth above, or at such other address as either party may designate from time to time by written notice to the other. All notices shall be served by U.S. mail and electronic mail, recognized courier services such as Federal Express or DHL, or personal delivery addressed as specified above. The date of receipt by electronic mail or courier, as the case may be, shall be the date of service of notice.
- (e) This Agreement constitutes the entire agreement between the parties hereto with respect to all of the matters herein and its execution has not been induced by, nor do any of the parties hereto rely upon or regard as material, any representations or writing whatsoever not incorporated herein and made a part hereof. No amendment or modification hereto shall be valid unless set forth in a writing signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

WRITER A

WRITER B
