

MARYE POPPIN PRODUCTIONS, LLC

WRITER AGREEMENT—WORK FOR HIRE

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

1. ENGAGEMENT:

- (a) Writer shall render all services customarily rendered by writers in the motion picture industry and at all times promptly comply with Producer’s reasonable instructions with respect to writing the screenplay for the Picture (“Screenplay”).
- (b) **First-Draft Screenplay:** Writer shall write the first-draft screenplay (“First Draft”) based upon material supplied to Writer by Producer (the “Assigned Material”). Writer shall commence writing services upon execution hereof and shall deliver the First Draft to Producer within ten (10) weeks thereafter.
- (c) **Option For Rewrite and Polish:** Producer shall have an irrevocable and exclusive option (“Option”), for a period of three (3) weeks after delivery of the First Draft, to engage Writer to write and deliver to Producer a rewrite of the First Draft (“Rewrite”) and a polish (“Polish”) thereof. Producer may exercise said Option by written notice to Writer at any time during the Option period. Writer shall commence Writer’s services with respect to the Rewrite upon exercise of the Option, and shall deliver the Rewrite to Producer, incorporating such changes to the First Draft that Producer may require, no later than four (4) weeks after commencement of services.

Producer shall have a period of three (3) weeks from the date of Producer’s actual receipt of the Rewrite (the “Reading Period”) to study the Rewrite and to confer with Writer regarding any changes to the Rewrite that Producer may require. Writer shall commence Writer’s services with respect to the Polish on or before the expiration of the Reading Period, and Writer shall deliver the Polish to Producer, incorporating such changes to the Rewrite that Producer may require, no later than two (2) weeks after commencement of services.

- (d) **Postponement of Services:** Producer may require Writer to postpone writing either the Rewrite or Polish for a maximum period of six (6) months, provided that Producer pay Writer the applicable fixed compensation for such services as if the services had been timely performed. Writer shall render such postponed services when required by Producer, subject only to Writer’s professional availability.

(e) Time of the Essence: Time of delivery is of the essence to Producer.

2. EXCLUSIVITY: At all times during the writing periods hereunder, Writer's services shall be furnished by Writer to Producer on an exclusive basis. At all other times, Writer's services shall be furnished on a non-exclusive, but first-priority, basis with no other services to materially interfere.

3. COMPENSATION: Upon condition that Writer shall fully perform all material services required to be performed by Writer and that Writer is not in default of this Agreement, Producer agrees to pay to Writer, as full consideration for all services to be performed by Writer hereunder, and for all rights herein granted, and all representations and warranties made, the following sums in the following manner:

(a) Fixed Compensation:

- (1) First Draft. \$_____, payable one half (1/2) upon execution of this Agreement and one half (1/2) upon delivery to Producer of the completed First Draft.
- (2) Rewrite. In the event Producer exercises Producer's Option hereunder, Producer shall pay to Writer \$_____, payable one half (1/2) upon commencement of Writer's services and one half (1/2) upon Writer's delivery to Producer of the completed Rewrite.
- (3) Polish. In the event Producer exercises Producer's Option hereunder, Producer shall pay to Writer \$_____ in connection with the Polish, payable upon commencement of Writer's services in connection therewith.

(b) Additional Compensation: If the Picture is produced, Writer shall receive two and one-half percent (2.5%) of the final locked budget of the Picture (less insurance, bond, financing charges, and contingency) with a ceiling of \$_____ and a floor of \$_____, less any amount previously paid to Writer, payable on or before the first day of principal photography.

(c) Contingent Compensation: An amount equal to five percent (5%) of one hundred percent (100%) of the Producer's share of Net Proceeds, if any, from the Picture, if Writer receives sole "screenplay by" credit in connection with the Picture, or an amount equal to two and one-half percent (2.5%) of the Producer's share of Net Proceeds, if any, from the Picture, if Writer receives shared "screenplay by" credit in connection with the Picture. "Net Proceeds" shall be defined, accounted for, and paid in the same manner for Writer as for Producer whether Producer's contingent compensation is called Net Profits, Adjusted Gross Profits, or otherwise.

4. CREDIT:

(a) In the event the Picture is produced and Writer has performed all services required

of Writer hereunder, Writer shall be entitled to “screenplay by” credit in connection with the Picture as determined pursuant to Exhibit A. All other matters regarding prominence, placement, form, size, style, and color of Writer’s credits shall be in Producer’s sole discretion. Any paid ad credit to which Writer is entitled hereunder shall be subject to Producer’s and any distributor’s usual and customary exclusions. Nothing herein shall be construed to prevent so-called award or congratulatory or other similar advertising with respect to the material or Picture that omits the name of the Writer.

- (b) No casual or inadvertent failure of Producer to comply with the credit provisions hereof shall be deemed a breach of this Agreement. Within a reasonable time after receipt of written notice from Writer specifying a failure to accord proper credit in accordance with this Paragraph, Producer shall use good faith efforts to cure prospectively any such failure with regard to positive prints and/or advertising materials created after the date of Producer’s receipt of such notice. Producer will contractually obligate third party licensees and sub-distributors with whom Producer is in privity of contract to comply with the credit obligations set forth herein, but shall not be responsible or liable to Writer for the failure of any such third party to comply with the same.

5. WORK-MADE-FOR-HIRE:

- (a) Writer hereby acknowledges that all of the results and proceeds of Writer’s services produced for the Picture hereunder shall constitute a “work-made-for-hire” specially commissioned by Producer and Producer or Producer’s assignee shall own all such results and proceeds. Producer shall have the right to use Writer’s name and approved likeness with respect to distribution and exploitation of the Picture. Producer may make such use of the Picture and distribution of the Picture as Producer, in its sole discretion, shall deem appropriate.
- (b) If Writer’s services are not recognized as a “work-made-for-hire,” Writer hereby irrevocably grants, sells, and assigns to Producer, its successors and assigns, all of Writer’s rights, title, and interest of any kind and nature, in and to the Picture, including, without limitation, all copyrights in connection therewith and all tangible and intangible properties with respect to the Picture, in perpetuity, whether in existence now or as may come into existence in the future.
- (c) Writer waives the exercise of any “moral rights” and “droit moral” and any analogous rights however denominated now or hereafter recognized. All rights granted and agreed to be granted to Producer hereunder are irrevocable and shall vest and remain perpetually vested in Producer, its successors and assigns, whether this Agreement expires in normal course or is sooner terminated, and shall not be subject to rescission by Writer for any cause whatsoever.
- (d) Certificate of Authorship: Writer will execute and deliver to Producer in connection with all such material the Certificate of Authorship attached hereto as Exhibit B.

6. WRITER'S INCAPACITY: If, by reason of mental or physical disability, Writer shall be incapacitated from performing or complying with any of the terms or conditions of this Agreement ("Writer's Incapacity") for a consecutive period in excess of five (5) days or an aggregate period in excess of seven (7) days during the performance of Writer's services, then one of the following will result:

- (a) Suspension: Producer shall have the right to suspend Writer's services hereunder so long as Writer's Incapacity shall continue, but in no event shall any suspension hereunder exceed sixty (60) days.
- (b) Termination: Producer shall have the right to terminate this Agreement and all of Producer's obligations and liabilities hereunder upon written notice to Writer; except, however, said termination shall not terminate Producer's obligations and liabilities hereunder with respect to any drafts of the Screenplay delivered by Writer to Producer in conformance with the terms and conditions hereof (including, without limitation, any obligations and liabilities that may have accrued relating to the payment of Additional Compensation and the according of credit hereunder).

7. WRITER'S DEFAULT: If Writer fails or refuses to write, complete, and deliver to Producer any material herein provided for within the respective periods herein specified, or if Writer otherwise fails or refuses to perform or comply with any of the material terms or conditions hereof other than by reason of Writer's Incapacity ("Writer's Default"), then one of the following will result:

- (a) Suspension: Producer shall have the right to suspend Writer's services hereunder so long as Writer's Default shall continue, but in no event shall any suspension hereunder exceed a duration of thirty (30) days.
- (b) Termination: Producer shall have the right to terminate this Agreement and all of Producer's obligations and liabilities hereunder upon written notice to Writer; except, however, said termination shall not terminate Producer's obligations and liabilities hereunder with respect to any drafts of the Screenplay delivered by Writer to Producer prior to Termination in conformance with the terms and conditions hereof (including, without limitation, any obligations and liabilities that may have accrued relating to the payment of Additional Compensation and the according of credit hereunder).
- (c) Anticipatory Default: Any refusal or statement by Writer implying that Writer will refuse to keep or perform Writer's obligations and/or agreements hereunder shall constitute a failure to keep and perform such obligations and/or agreements from the date of such refusal or indication of refusal and shall be a Writer's Default hereunder.

8. TERMINATION RIGHTS: Termination of this Agreement, for any reason whatsoever, shall result in the following:

- (a) Compensation: Terminate Producer's obligation to pay Writer any further

compensation; except, however, said termination shall not terminate Producer's obligation to compensate Writer as provided hereunder with respect to any drafts of the Screenplay theretofore delivered by Writer to Producer in conformance with the terms and conditions hereof (including, without limitation, any obligation that may have accrued relating to the payment of Additional Compensation hereunder).

- (b) Refund or Delivery: If termination occurs prior to Writer's delivery to Producer of the material on which Writer is then currently working, then Writer shall either immediately refund to Producer the compensation which may have been paid to Writer as of that time for such material, or immediately deliver to Producer all of the material then completed or in progress, to be decided in Producer's sole discretion.

9. SUSPENSION RIGHTS: No compensation shall accrue or become payable to Writer during the period of any suspension. If Producer shall have paid compensation to Writer during any period of Writer's Incapacity or Writer's Default, then Producer shall have the right (exercisable at any time) to require Writer to render services hereunder without compensation for a period equal to the period for which Producer shall have paid compensation to Writer during such Writer's Incapacity or Writer's Default; unless Writer immediately refunds to Producer said compensation paid to Writer, upon receipt of notice from Producer to commence such services hereunder.

10. WRITER'S RIGHT TO CURE: If any Writer's Default is inadvertent and reasonably curable, Writer shall have a period of three (3) calendar days from the date of notice of default to cure (one time only) such Writer's Default; provided that if such Writer's Default occurs during principal photography of the Picture, Writer's cure period shall be reduced to twenty-four (24) hours. Any such cure by Writer shall not preclude Producer from exercising any rights or remedies Producer may have hereunder or at law or in equity by reason of Writer's Default.

11. REMEDIES: Writer recognizes and confirms that in the event of a failure or omission by Producer constituting a breach of its obligations under this Agreement, whether or not material, the damage, if any, caused Writer is not irreparable or sufficient to entitle Writer to injunctive or other equitable relief. Consequently, Writer's rights and remedies shall be limited to the right, if any, to obtain damages at law and Writer shall not have any right in such event to terminate or rescind this Agreement or any of the rights granted to Producer hereunder or to enjoin or restrain the development, production, advertising, promotion, distribution, exhibition or exploitation of the Picture and/or any of Producer's rights pursuant to this Agreement.

12. MISCELLANEOUS:

- (a) Arbitration. If not subject to WGA arbitration provisions, 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) Indemnification: Writer shall indemnify and defend Producer from and against any and all claims and damages arising from the breach of any representation or warranty of Writer hereunder to the extent such claim or damage does not arise out

of a breach by Producer hereunder. Producer shall indemnify and defend Writer from and against any and all claims and damages arising from the production, distribution, exhibition or exploitation of the Picture, or any element thereof, to the extent such claim or damage does not arise out of a breach by Writer hereunder.

- (c) Accounting. Producer agrees to keep and maintain complete and accurate books and records relating to the Picture and the proceeds derived therefrom.
- (d) Assignment. Writer may not assign its rights or obligations hereunder. Producer may freely assign its rights and obligations hereunder.
- (e) Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE].
- (f) 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 facsimile and U.S. mail, electronic mail, recognized courier services such as Federal Express or DHL or personal delivery addressed as specified above. The date of receipt by facsimile, electronic mail or courier, as the case may be, shall be the date of service of notice.
- (g) Employment Eligibility. In accordance with the Immigration Reform and Control Act of 1986, any offer of employment contained herein is conditioned upon satisfactory proof of Writer's identity and United States employment eligibility. Writer must present required documentation within ten (10) days of acceptance of this offer. Failure to comply will result in termination of employment.
- (h) This agreement may be signed in counterparts. Facsimile and scanned copies shall be deemed originals for all purposes.
- (i) Further Documents. Writer agrees to execute, acknowledge, and deliver to Producer and to procure the execution, acknowledgment, and delivery to Producer of any additional documents or instruments that Producer may reasonably require to effectuate fully and carry out the intent and purposes of this Agreement. If Writer shall fail to execute and deliver any such documents or other instruments, within ten (10) calendar days after such documents are delivered to Writer, Producer shall be deemed to be, and Writer irrevocably appoints Producer, the true and lawful attorney-in-fact of Writer, to execute and deliver any and all such documents and other instruments in the name of Writer, which right is coupled with an interest.
- (j) 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.

PRODUCER

WRITER

By:_____

SSN:_____

Its: Managing Member