

SCREENWRITERS' COLLABORATION AGREEMENT

THIS AGREEMENT by and between

_____ and

hereafter referred to as the "Parties" and "Co-Writers" and whose contact addresses for purposes of this Agreement are as follows:

Co-Writer Name, Address, Phone, Fax, Email, Website (fill in all that are available):

Co-Writer Name, Address, Phone, Fax, Email, Website:

The Parties are about to write in collaboration a _____,
hereinafter referred to as the "Work" and with a working title and based on or about:

_____.

Now, therefore, in consideration of the execution of the Agreement, and the undertakings of the Parties as hereinafter set forth, it is agreed as follows:

1. The Parties shall collaborate in the writing of the Work and upon completion thereof shall be the owners of the Work in the following percentages:

Parties' initials: _____

Co-Writer Name and Percent _____ : _____ %

Co-Writer Name and Percent _____ : _____ %

2. Upon completion of the Work it shall be registered with the Writers Guild of America, West, Inc. (WGAW) or Writers Guild of America, East, Inc. (WGAE) as the joint work of the Parties. If the Parties agree that additional registration of the Work with the United States Copyright Office is necessary, both Co-Writers are to be listed as authors of the Work and as copyright claimants of the Work, and their names are to be positioned as indicated in Paragraph 5.

3. If, prior to the completion of the Work, either Party shall voluntarily withdraw from the collaboration, which withdrawal must be confirmed in writing, then the other Party shall have the right to complete the work alone, or in conjunction with another collaborator, and in such event the percentage of ownership, as set forth hereinabove in Paragraph 1, shall, if requested by either Party, be revised by a written amendment agreed to by both Parties. The continuation of the Work by the other Party shall occur only with the consent of the Party legally owning or controlling any pre-existing material upon which the Work is to be based, including, but not limited to, a completed outline, treatment, script, book, short story, article, photograph, video, film, sound recording, artwork, or life story.

4. Either Party may terminate this Agreement prior to completion of the Work, effective with the giving of written notice of termination, in the event that the other Party commits a material breach of its obligations, and the breach is not remedied within 30 days of receipt of written notice of the breach requesting its remedy. Such aforesaid notice of termination shall be filed with the Writers Guild of America, West (or East), Inc. (if one or both Parties are members). The failure of a Party to enforce any provision of the Contract shall not constitute a waiver nor affect its right to enforce such and every other provision.

5. Any contract for the sale or other disposition of the Work, where the Work has been completed by the Parties in accordance herewith, shall require that the writing credit be given to the authors in the following manner:

by _____ & _____.

6. Neither Party shall sell, or otherwise voluntarily dispose of the Work, or their share therein, without the prior written consent of the other, which consent, however, cannot be unreasonably withheld.

Parties' initials: _____

7. Each Party shall keep the other Party informed in a reasonable and timely manner in matters and required mutual decisions regarding the Work. Each Party shall respond to communications from the other Party regarding the Work and from others having an interest in the Work in a reasonable and timely manner so as not to harm or unreasonably delay the creation, sale, or other disposition of the Work.

8. It is further acknowledged and agreed that

shall be the exclusive agent or representation of the Parties for the purpose of sale or other disposition of the Work or any rights therein, until such agent or representation is terminated by the Parties, or ceases to represent the Work for any reason. In the absence of an agent or other representation, all said payments are to be made directly to the Co-Writers in the percentages stated in this Agreement. If no agent or representation is available at the time of signing of this Agreement, the phrase "Representation information not available at the time of signing" shall be written in the space above provided.

9. Expenses of any amount for which we are mutually responsible shall be incurred only with prior written mutual consent. Either Party may elect to absorb an expense in order to advance the production or promotion of the Work and in such instance the Party making the expenditure cannot later require full or partial compensation for such expense from the other Party.

10. All money or other consideration whatsoever derived from the sale or other disposition of the Work shall be applied as follows:

- (a) In payment of commissions, if any,
- (b) In payment of any expenses or reimbursement of either Party for expenses paid in connection with the Work,
- (c) To the Parties in proportion of their ownership.

11. It is further understood and agreed that, for the purposes of said Agreement, the Parties shall share hereunder, unless otherwise stated herein, the proceeds from the sale or any and all other disposition of the Work and the rights and licenses therein and with respect thereto, including but not limited to the following:

- (a) Motion picture rights
- (b) Sequel rights
- (c) Prequel rights
- (d) Remake rights
- (e) Television rights
- (f) Stage rights
- (g) Radio rights
- (h) Book and other media publication rights

Parties' initials: _____

- (i) Interactive rights
- (j) Any other computer-related or new media-related rights
- (k) Merchandising rights
- (l) All other rights now known or known in the future

12. Should the Work be sold or otherwise disposed of and, as an incident thereto, the Parties—or either of them—be employed to revise the Work or write another media presentation thereof, the total compensation provided for in such employment agreement shall be shared by the Parties hereto in the same proportion as their ownership as set forth hereinabove in Paragraph 1. If either Party is requested to be involved in such revision but shall be unavailable for collaborating therein (which unavailability shall be evidenced by a written confirmation thereof, signed by such unavailable Party), then the Party who is available shall be permitted to do such revision and shall be entitled to the full amount of compensation in connection therewith.

13. If either Party hereto shall be employed in any capacity other than in connection with the rewriting or revision of the Work (e.g., as an Associate Producer), then the other Party shall not be entitled to either any compensation or credit in connection therewith.

14. If either Party hereto shall desire to use the Work, or any right therein or with respect thereto, in any venture in which such Party shall have a financial interest, whether direct or indirect, the Party desiring to do so shall notify the other Party of the fact and shall afford such other Party the opportunity to participate in the venture or in the proportion of such other Party's interest in the Work. If such other Party shall be unwilling or unable to participate in such venture, such other Party shall have no further right of participation, or to any compensation arising therefrom, other than their proportionate share in the sale or other disposition of the Work to such a venture at its fair market value which, in the absence of mutual agreement of the Parties, shall be determined by arbitration in accordance with the regulations of the Writers Guild of America, West (or East), Inc.

15. Each Party hereto warrants and represents to the other that any material written or provided by him or her in connection with the Work is not in any way a violation of a copyright or common law or right of privacy and that it contains nothing of a libelous or illegal character, and each party agrees to indemnify and hold the other harmless against any loss or damage arising out of a breach of any of the foregoing warranties and representations described in this clause.

16. Said Agreements shall be executed in sufficient number of copies so that one fully executed copy may, and shall, be delivered to each Party, the agent representing the Work (if available), and the Writers Guild of America, West (or East), Inc. (the latter if one or both are members). If any disputes shall arise concerning the interpretation or application of said Agreement, or the rights or liabilities of the Parties arising hereunder, such disputes shall be submitted to the Writers Guild of America, West (or East), Inc. (if one or both Parties are members) for arbitration in accordance with the arbitration procedures of the Guild. The determination of the Guild arbitration committee as to all such matters shall be conclusive and binding upon the Parties.

Parties' initials: _____

17. The terms of this Agreement shall be in effect continuously with the life of the Work.

18. Notices by mail shall be addressed to each Party's address as given above, or to such other address as such Party may hereafter specify by notice duly given.

19. Each Party shall endeavor to keep the other informed of any change of contact information regarding this Agreement, but failure to do so, or in a timely manner, shall not affect the terms of this Agreement.

20. The terms and conditions of this Agreement shall be binding and inure to the benefit of the executors, administrators, and successors of each of us. Our respective signatures herein below shall constitute this to be a complete and binding Agreement between us. This Agreement may not be assigned or modified by either party without the prior written consent of the other. Any of the terms and conditions of this Agreement may be modified by a written amendment signed by both Parties.

21. The Parties shall have the right to make known or reference the occurrence of this collaboration, even if sale, option, or other disposition of the Work does not occur. There is no time limit imposed in efforts to achieve the sale, option, or other disposition of the completed Work. This document, including any attachments and signed amendments, is the entire agreement between the Parties.

ACCEPTED AND AGREED this _____ day of _____, 20____.

Signature

Signature

Co-Writer Printed Name

Co-Writer Printed Name