

AUTHOR 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:

The following shall set forth our understanding with respect to our respective rights in the Work and the royalties and other considerations to which we may be entitled pursuant to said Agreement:

1. The Parties shall collaborate in the writing of the Work and upon completion thereof the copyright in the Work by mutual consent shall be secured and held in the sole names of:

Parties' initials: _____

Co-Writer Name: _____ and

Co-Writer Name: _____.

for the term of the copyright, and for any additional or new copyright which may hereafter be embodied in any copyright law throughout the world. On any copyright registration, 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 first and second on such copyright registration as indicated herein.

2. All monies, advances, proceeds, and other considerations which may become payable to us with respect to said Agreement and from the sale, lease, license, or other disposition of any and all rights in and to the Work now or which may hereafter come into existence shall be apportioned between us as follows:

Co-Writer Name and Percent _____ : _____ %

Co-Writer Name and Percent _____ : _____ %

3. It is expressly understood that we hereunder do not intend to form a partnership company nor shall this agreement be construed to constitute the creation of such a business entity.

4. The authorship of the Work shall be and shall appear on the Work, and on any other material, including, but not limited to, advertising, in an equal font size and color as follows:

by _____ & _____

We will inform our agent (if applicable) and the publisher of this requirement.

5. 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.

6. 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. 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.

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
- (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

Parties' initials: _____

12. This Agreement is for a one-time collaboration only and does not cover any sequels to the work, which shall be subject to a new agreement. Said new agreement for any sequel shall take into account the shared copyright ownership of the material contained in the original Work.

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

14. 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.

15. 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.

16. For purposes of convenience and expediency,

Co-Writer _____

shall be the primary spokesperson and contact point in matters regarding the Work and the publication process. Each Co-Writer shall keep the other Co-Writer informed in a timely manner in matters and required mutual decisions regarding the Work.

17. 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.

18. This Agreement shall be executed in three original copies so that one fully executed copy may, and shall, be delivered to each Party, and the agent representing the Work, or the publisher, whichever is applicable, and the latter only if requested. The Co-Writer identified as spokesperson in clause sixteen of this Agreement shall have initial possession of the third executed copy.

19. 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