

SCREENWRITERS' COLLABORATION AGREEMENT

THIS AGREEMENT by and between

_____ and
 _____ 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:

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:

 _____.

Parties' initials: _____

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. In the event that there shall be a division of income received that cannot be divided into equal thirds of 33.33%, if that is the percentage indicated, or the amount divided by 3, whichever is greater, it is agreed that the Co-Writer listed first shall receive the small fraction of money necessary to round off the amount. This in no way shall imply a greater percentage of ownership of the work.

Co-Writer Name and Percent _____ : _____ %

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, all 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, any of the Parties shall voluntarily withdraw from the collaboration, which withdrawal must be confirmed in writing, then the two other Parties 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 any of the Parties, be revised by a written amendment agreed to by all the Parties. The continuation of the Work by the other two Parties 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. Any of the Parties may terminate this Agreement prior to completion of the Work, effective with the giving of written notice of termination to the other two Parties, in the event that one of the Parties 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 any of the 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.

Parties' initials: _____

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:

_____ &
_____ &
_____.

6. None of the Parties shall sell, or otherwise voluntarily dispose of the Work, or their share therein, without the prior written consent of the others, which consent, however, cannot be unreasonably withheld.

7. Each Party shall keep the other Parties 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 Parties 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. Any of the Parties 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 Parties.

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 any of the Parties for expenses paid in connection with the Work,
- (c) To the Parties in proportion of their ownership.

Parties' initials: _____

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

12. Should the Work be sold or otherwise disposed of and, as an incident thereto, the Parties—or any 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 any of the Parties 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 any of the Parties 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 Parties shall not be entitled to either any compensation or credit in connection therewith.

14. If any of the Parties 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 Parties of the fact and shall afford such other Parties the opportunity to participate in the venture or in the proportion of such other Parties' interest in the Work. If such other Parties shall be unwilling or unable to participate in such venture, such other Parties 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

Parties' initials: _____

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 any of the Parties 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 any of the 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.

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 others 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 without the prior written consent of the other Parties. 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

Signature

Co-Writer Printed Name