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WGA DOCUMENTARY SCREENPLAY CONTRACT

_____ (“Company”) has read the Writers Guild of America (“WGA”) Documentary Screenplay Contract (the “Documentary Screenplay Contract”). Company desires to produce _____ (the “Picture”) under the Documentary Screenplay Contract.

Enclosed are the following documents:

- _____ Proposal for Documentary Screenplay (or Documentary Screenplay/Final Shooting Script)
- _____ Detailed Budget
- _____ Writer Request for Application of the Documentary Screenplay Contract
- _____ All Writer agreements (_____ Please indicate by initialing here if the Documentary Screenplay Contract will be used as the Writer’s agreement on this project.)

Company certifies that the Picture is a feature-length motion picture with an initial theatrical release, and the total budget of the Picture is not more than One Million Two Hundred Thousand Dollars (\$1,200,000).

Company certifies that all documents pertaining to the Documentary Screenplay Contract and representations made in connection with this application are true and correct. Any false or misleading statements or documents presented to the WGA shall constitute an immediate and continuing breach which will automatically obligate Company to pay Writer(s) as required by the WGA Minimum Basic Agreement (“MBA”). Failure to make such payments will cause the WGA to take legal action to enforce such obligations, including but not limited to the exercise of its rights as a secured creditor.

Company understands that the WGA is unable to process this application without all of the requested documents. Company further understands that the WGA may refuse this application.

By: _____
Signature of Company Representative

Date: _____

Printed Name



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**WGA THEATRICAL DOCUMENTARY SCREENPLAY CONTRACT
FOR FILMS BUDGETED AT \$1,200,000 AND BELOW**

Writers Guild of America, West, Inc. on behalf of itself and Writers Guild of America, East, Inc. (“WGA”), agrees to modify, to the extent hereinafter set forth, certain provisions of the WGA 2011 Minimum Basic Agreement (“MBA”) with respect to the employment on or purchase of the theatrical motion picture Documentary Screenplay currently titled _____ (“Documentary Screenplay”) written by _____ (“Writer”). _____

_____ (“Company”) represents and warrants that the proposed theatrical motion picture based on the Documentary Screenplay (“Picture”) meets the definition of a low budget picture in Section 3 below. Further, Company agrees that the Writer is or shall be deemed a “professional writer” for all purposes under the MBA.

Company further acknowledges receipt of a copy of the 2011 MBA. To the extent the provisions herein are inconsistent with the MBA, the provisions of this Documentary Screenplay Contract (“Agreement”) shall apply.

THE FOLLOWING IS AGREED BETWEEN THE WGA AND COMPANY:

1. Acceptance as Signatory Producer

Upon Company’s execution of this Agreement and all MBA signatory documents, assumption agreements, and related documents required by the WGA, and upon acceptance thereof by the WGA, Company is signatory to the MBA and to this Agreement, which modifies the 2011 MBA as herein provided.

2. Definition of Documentary Screenplay

For purposes of this agreement, the parties agree the term “Documentary Screenplay” means a final script for a theatrical motion picture depicting real events or providing detailed information on specific topics through actual footage (with or without off-camera narration), on-camera narration, interviews and/or re-enactments. Examples of documentaries are *Bowling for Columbine*, *Riding Giants* and *Control Room*. The term “Non-Original Documentary Screenplay” refers to a documentary screenplay based on previously exploited material. Examples of non-original documentaries are *Enron: The Smartest Guys in the Room* and *The Endurance: Shackleton’s Legendary Antarctic Expedition*.

3. Definition of Low Budget Picture/Qualifications to Produce under the Documentary Screenplay Contract

Company represents and warrants to the WGA that the Company will exercise its best efforts to produce the Picture as a feature-length theatrical motion picture (live action and/or animated; over 40 minutes in length) with a total production cost of not more than One Million Two Hundred Thousand Dollars (\$1,200,000).

The “total production cost” is defined as the total of all “above the line” and “below the line” costs involved in pre-production, production and post-production, including any deferred guaranteed compensation, all other direct and indirect costs and out-of-pocket overhead costs actually incurred in connection with making of the motion picture. The only excluded costs are interest payments and contingent payments to talent; and costs incurred on account of *force majeure* events or reshooting caused by technical problems outside the Company’s control.

Prior to WGA’s acceptance of this Agreement, Company is required to submit to the WGA the required checklist documents and any other relevant information required by the WGA in order to verify representations regarding the Picture. Company is also required to submit updated budgets to the WGA upon their availability.



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4. Documentary Screenplay Compensation and Payment Deferral

The Documentary Screenplay Compensation is subject to negotiation between Company and the Writer provided, however, that it shall be no less than the amounts described in this Agreement. The WGA encourages writers and their representatives to negotiate overscale deals and to defer as little of the Writer's compensation as possible.

A. Employment

The parties recognize that Documentary Screenplays are often written subsequent to the commencement of principal photography. For purposes of this Agreement only, writers employed to write such literary material may elect to defer compensation if the following terms are met:

- Principal photography has commenced or will commence within 90 days of the signing of this Agreement.
- Deferred compensation shall be no less than MBA minimum. (See section 10.C of this Agreement for Documentary Screenplay Minimums.)

1) Writer-Directors and Writer-Producers

If the budget of the Picture is under Five Hundred Thousand Dollars (\$500,000) and the Writer is also the director and/or the producer on the Picture, all compensation owed to the Writer may be deferred on terms equal to or more favorable than those for the person who performs directing services.

If the budget of the Picture is Five Hundred Thousand Dollars (\$500,000) or over but not more than One Million Two Hundred Thousand Dollars (\$1,200,000) and the Writer is also the director and/or the producer on the Picture, Company shall within ten days of execution of this Agreement pay Ten Thousand Dollars (\$10,000) to the Writer, said monies to be applied against any deferred monies owed to the Writer, with the deferred amount being paid on terms equal to or more favorable than those for the person who performs directing services.

2) Writers Not Employed in Additional Capacities

If the Writer employed on the Picture is not also the producer or the director, and if the budget of the Picture is under Five Hundred Thousand Dollars (\$500,000), Company shall within ten days of execution of this Agreement pay Five Thousand Dollars (\$5,000) to the Writer, said monies to be applied against any deferred monies owed to the Writer.

If the Writer employed on the Picture is not also the producer or the director, and if the budget of the Picture is Five Hundred Thousand Dollars (\$500,000) or over but not more than Seven Hundred and Fifty Thousand Dollars (\$750,000), Company shall within ten days of execution of this Agreement pay Ten Thousand Dollars (\$10,000) to the Writer, said monies to be applied against any deferred monies owed to the Writer.

If the Writer employed on the Picture is not also the producer or the director, and if the budget of the Picture is Seven Hundred and Fifty Thousand Dollars (\$750,000) or over but not more than One Million Two Hundred Thousand Dollars (\$1,200,000), Company shall within ten days of execution of this Agreement pay Fifteen Thousand Dollars (\$15,000) to the Writer, said monies to be applied against any deferred monies owed to the Writer.



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The balance of the deferred compensation shall be due at the same time and in the same manner as for writer-directors and writer-producers, in accordance with Section 4.A.1 above.

Subject to the approval of the Writer(s), the WGA agrees the current screenplay minimum compensation is sufficient for all writing services in connection with the documentary, with the understanding the Writer's employment on the project does not exceed 12 weeks (which may be non-consecutive). In the event that Writer's employment exceeds 12 weeks, no less than WGA minimums shall apply.

If Company fails to pay to the compensation to the Writer when due, Company shall pay interest at the rate of 1.5% per month on all outstanding amounts until paid in full.

Company will pay Writer for any additional writing services pursuant to the terms of the MBA then in effect.

If Writer is employed to perform writing services of any kind, Company shall pay contributions to the Producer-Writers Guild of America Pension Plan Writers' Guild-Industry Health Fund in accordance with MBA Article 17.

3) Employment Compensation

The compensation in connection with the writing services for the Documentary Screenplay is _____.

If a deferment is allowed and elected, the Company and the Writer have agreed to defer payment of _____ of the Screenplay Compensation owed to the Writer, consistent with the payment provisions in this Section 4.A.

B. Purchase of Documentary Screenplay (Literary Material)

If Company chooses to purchase a Documentary Screenplay written prior to the start of principal photography, the Documentary Screenplay Purchase Price is subject to negotiation between Company and the Writer, provided, however, that it shall be no less than MBA minimum. Company will pay Writer for any additional writing services pursuant to the terms of the MBA then in effect.

For purposes of this agreement only, Companies may purchase such literary material and defer payment of the purchase price, provided that the purchase price shall be no less than MBA minimum. (See Section 10.C of this Agreement for Documentary Screenplay Minimums.)

Upon commencement of principal photography, if the budget of the Picture is under Five Hundred Thousand Dollars (\$500,000), the Documentary Screenplay Purchase Price that is owed to the Writer may be deferred, with the deferred amount being paid on terms equal to or more favorable than those for the person who performs directing services.

If the budget of the Picture is Five Hundred Thousand Dollars (\$500,000) or over but not more than One Million Two Hundred Thousand Dollars (\$1,200,000), Company shall within ten days of execution of this Agreement pay Ten Thousand Dollars (\$10,000) to the Writer, said monies to be applied against any deferred monies owed to the Writer.

If Company fails to pay the Documentary Screenplay Purchase Price and/or rewrite compensation to the Writer when due, Company shall pay interest at the rate of 1.5% per month on all outstanding amounts until paid in full.



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1) Purchase Price

The Documentary Screenplay Purchase Price is _____.

If a deferment is allowed and elected, the Company and the Writer have agreed to defer payment of _____ of the Documentary Screenplay Purchase Price, consistent with the provisions of this Section 4.B.

2) Guarantee of First Rewrite

Company shall offer the first Writer the opportunity to perform the first rewrite. Compensation for the first rewrite is subject to negotiation between Company and the Writer, provided, however, that it shall be no less than MBA minimum.

If a deferment is allowed and elected, the Company and the Writer have agreed the compensation for the first rewrite is _____.

Company and the Writer have further agreed to defer payment of _____ of the compensation for the first rewrite, consistent with the provisions of this Section 4.B.

If a rewrite is performed, Company shall pay pension plan and health fund contributions to the Producer-Writers Guild of America Pension Plan Writers' Guild-Industry Health Fund in accordance with MBA Article 17.

5. Script Publication Fee

Company shall have the right publish the Screenplay on videodiscs or videocassettes. A one-time fee of five thousand dollars (\$5,000) in the aggregate shall be paid to the credited Writer(s) of the Picture as compensation for such publication right. The Script Publication Fee shall be due whether or not the Company chooses to exercise such right and whether or not the Company distributes the motion picture on videodisc or videocassette. However, the Script Publication Fee may be deferred or waived by the Writer(s) who are performing writing services on or selling the Documentary Screenplay. All requests for deferrals or waivers may be indicated on the "Writer Request for Application of the WGA Low Budget Agreement" form submitted by the Writer(s) to the WGA.

If the Script Publication Fee applies, such fee shall be paid through the Guild's Residuals Department within thirty (30) days after the final determination of writing credit on the motion picture. The Script Publication Fee may not be prepaid nor may it be offset or credited against any other compensation. The payment of the Script Publication Fee and any exercise of this right on videodiscs or videocassettes shall not otherwise affect the Writer's publication rights, if any. If the Script Publication Fee applies, such fee shall be paid through the Guild's Residuals Department within thirty (30) days after the final determination of writing credit on the motion picture. The Script Publication Fee may not be prepaid nor may it be offset or credited against any other compensation. The payment of the Script Publication Fee and any exercise of this right on videodiscs or videocassettes shall not otherwise affect the Writer's publication rights, if any.

6. Creative Rights

Company agrees that no writer other than the first Writer of the Documentary Screenplay shall be engaged to perform writing services on the Picture unless such Writer approves in writing the hiring of a subsequent writer. The failure to adhere to this provision shall be deemed a material breach of this Agreement and shall subject Company to the payment of damages to the Writer and to the WGA.



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In addition to the creative rights provisions contained in MBA Article 48, creative rights are subject to negotiation between Company and the Writer of the Picture. The Company agrees to the following creative rights (attach more sheets if necessary):

7. Credits

Credits shall be determined by the WGA in accordance with the attached Schedule B (Documentary Credits), incorporated herein, which amends and modifies in certain respects Theatrical Schedule A of the Basic Agreement. Company further agrees that the Writer shall receive equally prominent credits and parity with producers and directors in all written and on-screen advertising, publicity, marketing and promotion of the Picture.

8. Reversion of the Screenplay

If the Picture has not commenced principal photography within eighteen (18) months after the later of the sale of a spec script (where no services are to be rendered under employment) or delivery of the final step called for under the Writer's agreement, then all right, title and interest in the Documentary Screenplay and any revisions thereto shall automatically revert to the Writer, and Company shall have no further rights therein.

9. Initial Release Television, Video or New Media

If the Picture is initially released or exhibited in another market before it receives a bona fide theatrical release in the United States, the Picture shall be deemed to be made for the market of its first exhibition – e.g., free television, pay television, basic cable, videocassette/videodisc or new media -- for all purposes of the MBA (or the PBS agreement as applicable). In that event, within seven (7) days of receipt of monies from the sale or license of the Picture but not later than the first exhibition date of the Picture, Company shall pay the difference, if any, between any amounts paid to the Writer under this Agreement and the applicable minimum under the MBA.

Notwithstanding the foregoing, if Company or its agents engage in best efforts to distribute the Picture in the domestic (U.S. and Canada) theatrical market and are unsuccessful, and if Company provides proof that a sale or license of the free or pay television rights, basic cable rights, video rights or new media rights was not made prior to the completion and delivery of the film "composite" or "answer" print suitable for screening, and provided further that the Company furnishes documentation of such efforts to distribute the film in the theatrical market and other relevant documentation (including but not limited to the free or pay television, basic cable, video, or new media license agreement) to the WGA, the Picture will not be reclassified as a free television, pay television, basic cable, made-for video, or new media film, but will remain classified as a theatrical film for all purposes of the MBA, as modified by this Agreement.

10. Additional Responsibilities of Company

A. Reports

Company shall maintain and submit to the WGA all requested reports and budget information, including distributor and exhibitor's statements.



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B. Final Cost Reports

Upon completion of principal photography, Company shall submit to the WGA a detailed report of actual expenditures and any other relevant materials required by the WGA showing the actual cost of production.

If the actual production cost of the Picture exceeds the budget level originally indicated when applying to use the Documentary Screenplay Contract, full payment of any sums necessary to bring each writer's payment in compliance with the minimum rates required by the MBA shall become due and payable within seven (7) days of the date the Company knows or should have known the budget of the Picture increased. The minimums are set forth in the WGA Schedule of Minimums.

C. Minimums for Low & High Budget Documentaries

Low Budget Documentary Screenplay Employment & Purchase Rates:

The following are minimum Documentary Screenplay employment and purchase rates for a Picture with a budget of less than Five Million Dollars (\$5,000,000):

<u>Time Period</u>	<u>Original</u>	<u>Non-Original</u>
5/02/11 – 5/01/12	\$42,930	\$34,936
5/02/12 – 5/01/13	\$43,681	\$35,547
5/02/13 – 5/01/14	\$44,445	\$36,169

High Budget Documentary Screenplay Employment & Purchase Rates:

The following are minimum Documentary Screenplay employment and purchase rates for a Picture with a budget of Five Million Dollars (\$5,000,000) or more:

<u>Time Period</u>	<u>Original</u>	<u>Non-Original</u>
5/02/11 – 5/01/12	\$87,879	\$71,899
5/02/12 – 5/01/13	\$89,417	\$73,157
5/02/13 – 5/01/14	\$90,982	\$74,437

11. Right to Audit

In addition to audit rights that exist under the MBA, the WGA and the Writer of the Picture have the right to audit the Company and to inspect and to copy records relating to the costs and revenues of the Picture in order to ensure compliance with the budget provisions of this Agreement. If an audit shows that additional monies are owed to the Writer, Company shall pay the full cost of the audit and pay all monies due plus interest at the rate of 1.5% per month from the date the unpaid sums were due.

12. General Provisions

A. Application of Agreement to Designated Picture Only

This Agreement applies to the above-entitled Picture only. The special provisions applicable to low budget theatrical motion pictures covered by this Agreement are experimental. If the WGA determines at any time that the continuance of this policy is not in the best interests of writers, the WGA may alter or discontinue use of the Documentary Screenplay Contract.



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B. Minimum Terms

This Agreement contains the minimum terms and conditions of employment or purchase to which the Writer is entitled. Except for credits for screen authorship, the Writer and Company are free to negotiate and contract for more favorable terms and conditions of employment than the minimum terms provided in this Agreement or the MBA. Only the WGA has the right to waive any of the provisions of this Agreement or the MBA.

C. Entire Agreement

The MBA and this Agreement constitute the entire understanding between the WGA and Company, and neither can be altered or modified except by a written agreement between the parties. Upon execution, this Agreement supersedes any prior understandings and agreements whether oral or written.

D. Acknowledgement

One of following forms of acknowledgement shall be incorporated in the credits of the Picture:

- “Special Thanks to the Writers Guild of America”; or
- The logo of the Writers Guild which executed the Agreement.

This Agreement terminates with the expiration of the 2011 MBA on May 1, 2014.

ACCEPTED AND AGREED:

Writers Guild of America, East, Inc.,
on behalf of itself and Writers Guild of
America, West, Inc.

Date: _____

Signature of Company Representative

Date: _____

Printed Name



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THEATRICAL SCHEDULE B (DOCUMENTARY CREDITS)

This Schedule B shall amend and modify Theatrical Schedule A of the Basic Agreement. The paragraph numbers below correspond to the paragraph numbers in Theatrical Schedule A. Except where modified, the provisions of Theatrical Schedule A shall apply.

1. Type of Credit:

- a. Credit shall be given on the screen for the authorship of stories and screenplays and shall be worded:

- (1) "Writer - ," or "Written by," or "Documentary Script by," or "Documentary Screenplay by," or
- (2) "Story by" and "Screenplay by," or
- (3) In the following limited circumstances, writing credit may be given as follows:
 - i. when the primary writing contribution of a writer is in the form of questions written for delivery in the motion picture, "Interview Material by," or
 - ii. when the special characteristics of the material furnished make it appropriate, "Special Material Written by."

Such credits may be given in addition to, or in lieu of, the credits set forth in Paragraphs 1.a.(1) and 1.a.(2) above, as appropriate.

- b. When the major writing contribution to a motion picture is in the form of narration, credit for such narration shall be given and worded in the following form: "Narration Written by." When a narration credit is given in lieu of a story and screenplay or screenplay credit on any motion picture, then such narration credit shall be subject to all of the rights and limitations as are provided in this Schedule B and Theatrical Schedule A with respect to story and screenplay or screenplay credit.

2. Theatrical Schedule A applies except that subparagraphs c., d. and e. shall read:

- c. When the screenplay is based upon both story and source material and the story is substantially new or different from the source material, credit for story authorship shall be worded "Screen Story by," which credit shall be subject to automatic credit arbitration as provided in this Schedule B. The Company shall not thereby be prevented from giving credit to the author of source material provided such credit shall indicate the form in which it is acquired, such as, for example, "Based on" or "Based upon" or "From a Factual Story by," "the Book" or "a Book (with or without title) (may be used only with respect to a nonfiction book) by," "a Series of Articles by," "an Article by," "the Memoirs of," or "John Gunther's 'Inside Europe'" or other appropriate wording.

Source material credit may not be given as "Written by." When a story credit is given as above, the writer of the screenplay shall be given credit as follows: "Screenplay by," "Documentary Script by," or "Documentary Screenplay by."



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Notwithstanding anything in Article 1.A.12. Or Article 1.B.1.b. and 1.C.1.b. to the contrary, when a Company buys literary material and there is a commitment for publication or exploitation of that material, Company may agree to give appropriate source material credit permissible under this subparagraph 2.c.

- d. When a writer who is also the producer or executive producer of a film writes material in a form other than the writing of routine material as specified in subparagraph 1.d. hereof, and no other writer writes literary material for such film, such writer may be given credit in the following form: "Produced and Written by," or "Written and Produced by," or "Executive Producer and Writer," or "Writer and Executive Producer," or "Written by Executive Producer."
- e. The Company may engage any person to write any source material (including, but not limited to, the source material referred to in subparagraph c. above) as an independent contractor, and may guarantee source material credit to such person as above provided.

Prior to a writer's acceptance of employment in connection with a designated motion picture, or at the time of assignment of a then employed writer to a designated motion picture, the Company shall notify the writer in writing of any then existing contractual obligation to give credit for source material in connection with such motion picture. The same notice must be given to a writer if the agreement to give source material credit is made while the writer is rendering his/her services. Notice shall include the wording of the source material credit if known to the Company. The Company shall not be thereby limited from making subsequent contractual obligations to give source material credit, as above provided, in connection with such photoplay. Neither the existence of any form of credit obligation nor the giving of any such credit information shall relieve a writer from his/her obligation to render services and otherwise perform as provided in his/her employment agreement. A Company which furnishes a writer hereunder with inaccurate or incorrect credit information shall not be deemed to be in breach of this Basic Agreement or its employment agreement with such writer, if the Company at the time of giving such credit information believes in good faith such information is correct.

The Company shall be deemed to be contractually obligated in any of the cases above mentioned if the Company in good faith considers itself so obligated.

Nothing herein contained shall limit the Company from using and purchasing source material, from entering into agreements to give source material credit therefor, as above provided, or from carrying out such credit obligations as may be therein provided.

§§ 3 - 30. Theatrical Schedule A applies unchanged.