

WRITERS COLLABORATION AGREEMENT

THIS AGREEMENT is entered into by and between _____ and _____ (hereinafter, the "Writers"), who intend to collaborate on a (original story, outline, treatment, screenplay and/or other) _____ currently titled _____ (hereinafter, the "Work"), and are desirous of establishing all their rights and obligations in and to said work.

NOW, THEREFORE, in consideration of the execution of this Agreement, and the undertakings of the parties as hereafter set forth, it is agreed as follows:

1. The Writers shall collaborate in the writing of the Work and upon completion thereof shall be the joint owners of the Work or shall own the Work in the following percentages:

- (a) _____, _____%
- (b) _____, _____%

2. Upon completion of the Work it shall be registered with the Writers Guild of America East, Inc. as the joint Work of the Writers. If the Work shall be in form such to qualify it for copyright, it shall be registered for such copyright in the name of both Writers, and each Writer Hereby Designates the other as his/her attorney-in-fact to register such Work with the United States Copyright Office and to procure a renewal of copyright on behalf of the other Writer when the original copyright has expired.

3. It is contemplated that the work will be completed by not later than _____, provided, however, that failure to complete the Work by such date shall not be construed as a breach of this Agreement on the part of either Writer.

4. If prior to the completion of the Work, either Writer shall voluntarily withdraw from the collaboration, then the other Work shall have the right to complete the Work alone or in conjunction with another collaborator, or collaborators, and in such event the percentage of ownership, as provided in paragraph 1, shall be revised by mutual agreement in writing or, failing such agreement, by arbitration with the procedures hereinafter prescribed.

5. If, prior to the completion of the Work, there shall be a dispute of any kind with respect to the Work, then the Writers may terminate this Collaboration Agreement by an instrument in writing.

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

7. It is acknowledged and agreed that _____ ("X agent") and _____ ("Y agent") shall be the exclusive agents of the

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Writers for the purposes of sale or other disposition of the Work or any rights therein. Each such agent shall represent the Writers at the following studios only:

X agent

Y agent

The aforementioned agent(s) shall have a(n) _____ period in which to sell or otherwise dispose of the Work, and if there shall be more than one agent, the aggregate commission for the sale or other disposition of the Work shall be limited to ten (10%) percent and shall be equally divided among the agents hereinafter designated.

If there shall be two or more agents, they shall be instructed to notify each other when they have begun negotiations for the sale or other disposition of the Work and the terms thereof, and no agent shall conclude an agreement for the sale or other disposition of the Work unless he shall have first notified the other agent(s) thereof. If there shall be a dispute among the agents as to the sale or other disposition of the Work by any of them, the matter shall be immediately be referred to the Writers, who shall determine the matter for them.

8. Any and all expenses of any kind whatsoever which shall be incurred by either or both of the Writers in connection with the writing, registration, copyright, sale or other disposition of the Work shall be _____ shared jointly, or _____ prorated in accordance with the percentages hereinbefore mentioned in paragraph 1. (Check one.)

9. All money or other things of value 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 Writer for expenses paid in connection with the Work.

(c) To the Writers in the proportion of their ownership.

10. It is understood and agreed that for the purposes of this Agreement the Writers shall share hereunder, unless otherwise herein stated, the proceeds from the sale or any and all other distribution 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. Remake rights
- d. Television film rights
- e. Television live rights
- f. Stage rights

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- g. Radio rights
- h. Publication rights
- i. Interactive rights
- j. Merchandising rights

11. Should the Work be sold or otherwise disposed of and, as an incident thereto, the Writers be employed to revise the Work or write a screenplay based thereon, the total compensation provided for in such employment agreement shall be shared by them as follows: _____

If either Writer shall be unavailable for the purposes of collaborating on such revision or screenplay, then the Writer who is available shall be permitted to do such revision or screenplay and shall be entitled to the full amount of compensation in connection therewith.

12. If either Writer hereto shall desire to use the Work, or any right therein of with respect thereto, in any venture in which such Writer shall have a financial interest, whether direct or indirect, the Writer desiring to do so shall notify the other Writer of that fact and shall afford such other Writer opportunity to participate in the venture in the proportion of such other Writer's interest in the work. If such Writer shall be unwilling to participate in such venture, the Writer desiring to proceed therein shall be required to pay such other Writer an amount equal to that which such other Writer would have received if the work or the right, as the case may be, intended to be so used has been sold to disinterested person at the price at which the same shall last have been offered, or if it shall not have been offered at its fair market value which, in the absence of mutual agreement of the Writers, shall be determined to be the corresponding applicable minimum compensation as provided under the terms and conditions of the appropriate Writers Guild of America Agreement.

13. This Agreement shall be executed in a sufficient number of copies so that one fully executed copy may be, and shall be, delivered to each Writer.

Dated this _____ day of _____, 20____.

By: _____
(Print Name)

(Signature)

By: _____
(Print Name)

(Signature)

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