

7 Fluid Oz. Productions LLP
[STREET ADDRESS]
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The following is a Sample Production Contract. 7 Fluid Oz. Productions LLP reserves the right to alter the Contract, at the advice of legal counsel and/or industry professionals, before presenting it to the 1st Place Winner of the International Spoof-Writing Competition. In the event that the 1st Place Winner chooses not to sign the Production Contract, 7 Fluid Oz. Productions LLP reserves the right to offer the Contract to another Winner, Finalist, or Semifinalist of their choice.

NOTE: In Part 1, Section 2, the screenwriter must stipulate that the screenplay does not copy anyone else's work, plot, characters, etc. Parody, however, is protected under the law, which means that parodying (or "spoofing") someone else's work is *not* the same as copying someone else's work. Agreeing to Section 2 simply means that you are the sole writer of the screenplay and that you have not stolen, or borrowed material from, someone else's work.

NOTE: Part 2 is a Personal Release form. While the screenwriter will probably not appear in the motion picture, the personal release for is still necessary so that 7 Fluid Oz. Productions LLP can use the screenwriter's name, face, and voice, and possibly some video of the screenwriter, in order to promote the motion picture.

If you have any questions or concerns regarding the following Contract, please contact us at www.bostonawards.com/2007-Contact/.

SAMPLE PRODUCTION CONTRACT

PART 1: CERTIFICATE OF AUTHORSHIP

DATE: [DATE]

The undersigned [SCREENWRITER NAME] ("Writer") hereby certifies as follows:

- 1) That the screenplay, entitled [SCREENPLAY TITLE] ("Screenplay"), and all literary material of all the results and proceeds of Writer's services in connection therewith, was written solely by the Writer as a work-for-hire, specifically commissioned by [PRODUCTION COMPANY] ("Owner") for use in connection with the production of a motion picture to be based thereon ("Picture"), with the Owner being deemed the author of the Screenplay;
- 2) That the Screenplay does not contain any material that copies or uses the plot, scenes, sequences, story or characters of any other literary, dramatic, or other work; that the Screenplay does not infringe upon any statutory or common law rights in any other literary, dramatic, or other materials; that no material in the Screenplay is libelous or violative of the rights of privacy of any other person, and full use of the rights in the Screenplay herein granted to the Owner will not violate any rights of any person, firm, or company, and that the Screenplay is not

in the public domain in any country in the world where copyright protection is available;

- 3) That the Owner owns, throughout the world, in perpetuity, all right, title, and interest in and to the Screenplay and any and all parts thereof, including, but not limited to, all motion picture rights, television rights, video rights, publication rights, and merchandising and commercial tie-up-rights. Such rights include all rights to include all rights in and to the title by which the Screenplay is now, was, or may hereafter be known, the theme thereof, and the characters, story, ideas, and all other elements therein contained or contained in any version thereof now or hereinafter created, sequel rights in the Screenplay, and the rights to secure copyrights in the Screenplay and any motion picture or other use that is based in whole or in part upon the Screenplay in the name and of and for the benefit of the Owner or otherwise;
- 4) That the Owner has the right, but not the obligation, to use the name of the Owner and/or the name, likeness, and biography of the Writer as the author of the Screenplay on the screen and in advertising and publicity in connection with the exploitation of any motion picture produced, which is based in whole, or in part, on the Screenplay, or in connection with the exploitation of any of the rights granted hereunder;
- 5) That the Owner may make any changes in, deletions from, or additions to the Screenplay or any photoplay, production, or other material based on the Screenplay, which the Owner, in its sole discretion, may consider necessary or desirable. The Writer expressly waives, for him/herself, his/her heirs, assigns, executors, and administrators, and all rights of the Screenplay or any similar right under any law or legal principles;
- 6) That with respect to compensation, the Writer agrees to the following payment:

33% of all gross profits that 7 Fluid Oz. Productions LLP receives from the distribution and/or exploitation of the Picture and/or Screenplay, as well as two (2) DVD copies of the completed motion picture. If such compensation requires a properly executed W-9 IRS form, this form must be presented to 7 Fluid Oz. Productions LLP before payment of such compensation shall be made. Copies of the W-9 IRS form will be provided upon request.

- 7) That the Owner may assign, transfer, license, delegate, or grant all or any part of the rights, privileges, and property relating to the Screenplay and all literary material of all of the results and proceeds of Writers' services in connection therewith;
- 8) That in the event of any act or omission of the Owner or any successor of the Owner constituting a violation or breach of the agreement between the Owner and the Writer, the Writer shall be limited to remedies at law, if any, to obtain damages, and the Writer shall have no right to rescind all or any portion of such agreement, or to enjoin or restrain the distribution or exploitation of the Picture or any material based in whole, or in part, upon the screenplay.

The Writer has caused this Certificate of Authorship to be executed as of this [DAY] day of [MONTH], [YEAR].

WRITER

[SCREENWRITER NAME]

[SCREENWRITER ADDRESS -- LINE 1]

Date

[SCREENWRITER ADDRESS -- LINE 2]

[SCREENWRITER PHONE NUMBER]

PART 2: PERSONAL RELEASE

TO: 7 Fluid Oz. Productions LLP
FROM: [SCREENWRITER NAME]
PRODUCTION NAME: [SCREENPLAY TITLE]
DATE: [DATE]

In consideration of your filming me, or otherwise recording me, my performance, or voice in the above production, I hereby grant to you, which term shall include not only yourself, but your employees, agents, successors, licensees, and assigns, the irrevocable right and license to use, simulate, and impersonate forever my name, face, likeness, voice, appearance, actions, activities, career, and experiences either actually or fictionally, under my name as undersigned, or under any other name in, and/or in connection with the production, distribution, exhibition, advertising, and other exploitation of the above production in perpetuity throughout the world. The rights herein granted to you shall include the right to depict and/or portray me to such extent and in such manner as you in your discretion may determine, and to edit and of my statements or comments and/or to juxtapose my face, likeness, appearance, actions, activities, career, experiences, and/or statements or comments, or any simulation and/or impersonation thereof, with any film clips and/or other material. I acknowledge that any editing of my statements or comments and of all portions of the above production and/or juxtapositions of film clips and/or other material shall be at your sole discretion.

Further, you shall have the right to distribute, exhibit, or otherwise exploit any such, production, in whole or in part, by any method and in any medium, including theatrically, non-theatrically, and by any means of television or otherwise in connection with the above production or separate and apart from the above production.

In granting this release, I understand you have relied hereon in making the above production and will incur substantial expense based upon such reliance. I warrant that I have not been induced to execute this release by any agreements or statements made by your representative as to the nature or extent of you proposed exercise of any of the rights hereby granted, and I understand that you are under no obligation to exercise and of your rights, licenses, and privileges herein granted to you.

I hereby release and discharge you from any and all liability arising out of any injury of any kind that may be sustained by me from participation on or in connection with the making or utilization of the above production or by reason of the exercise by you of any of the rights granted to you hereunder.

NAME: _____
(Printed)

NAME: _____
(Signed)

ADDRESS: _____

E-MAIL: _____

PHONE NUMBER: _____

PHONE NUMBER 2: _____
(If Available)

DATED: _____

If signer is under 18 years of age, he/she must have a legal parent or guardian co-sign the release.

CO-SIGNER: _____
(Printed)

(Signed)

ADDRESS: _____

E-MAIL: _____

PHONE NUMBER: _____

PHONE NUMBER 2: _____
(If Available)

DATED: _____