

THIS IS AN ACTUAL SAMPLE CONTRACT BETWEEN A PRODUCER (BROUGHT IN FOR THE SPECIFIC PURPOSES OF MAKING PRE-SALES AND PRODUCING A FILM) AND A WRITER/ PRODUCER. THE NAMES OF THE ACTUAL PARTIES AND DOLLAR SPECIFICS HAVE BEEN REMOVED TO PROVIDE ANONYMITY.

WHILE THE SPECIFICS OF THIS SAMPLE CONTRACT ARE NOT APPLICABLE TO EVERY CIRCUMSTANCE, IT IS PROVIDED TO GIVE AN EXAMPLE OF THE TYPES OF AGREEMENTS MADE BETWEEN PARTNERING PRODUCERS. *THIS SAMPLE IS NOT MEANT TO REPRESENT EVERY CIRCUMSTANCE OR PROJECT AND TERMS MAY VARY SIGNIFICANTLY BETWEEN AGREEMENTS.*

THIS SAMPLE CONTRACT IS PROVIDED FOR EDUCATIONAL PURPOSES ONLY.

## **SAMPLE CONTRACT BETWEEN PRODUCERS**

This is a contract between \_\_\_\_\_ (hereinafter known as Producer ), and \_\_\_\_\_ (hereinafter known as Filmmaker ). Filmmaker has asked Producer to assist in obtaining presales other related duties on the feature film currently entitled "FILM'S TITLE" (the Film ).

1. AREAS OF FILMMAKER RESPONSIBILITY: Filmmaker will be responsible for:
  - a. payment of all incidental expenses for the production to include, but not limited to: fees for drawing up a new budget (if required), legal fees related to reviewing the presales, banking, and interparty agreements, and fees required to set up any and all corporations or legal entities that the production must create. It is understood that filmmaker will be reimbursed for any such expense no later than the first day of principal photography of the picture.
  - b. Revision of the script as necessary
  - c. Assisting with the production of the film in any way Producer feels necessary.
  
2. FILMMAKER COMPENSATION: : In exchange for the duties listed in section 1 above, the Production shall compensate Producer as follows:
  - a. Filmmaker will be given a producer credit on the film
  - b. Filmmaker will be given the role of "\_\_\_\_\_" in the production. Pay rate shall be SAG scale, of whichever contract the Film falls under.
  - c. Filmmaker will be paid \$\_\_\_\_\_ USD as a producer fee, which includes the purchase price of the screenplay and all other fees due to Filmmaker. This payment shall be made no later than the first day of principal photography. Once filmmaker has received said payments, he will promptly assign all rights to the Film to the production entity designed for such purpose.
  - d. Filmmaker shall have a \_\_% share in the production company formed to make the Film, and also the same percentage of any back end or profit realized.
  
3. AREAS OF PRODUCER RESPONSIBILITY: Producer intends to use his best efforts to put the Film into production. Producer will be responsible for:
  - a. Ensuring that the budget, schedule and script are sufficiently developed in order to obtain presales on the film.
  - b. Coordinating and facilitating talent and escrow payments.

- c. Reviewing and approving the shooting schedule and day out of days production schedule, including pre production and post production schedules.
  - d. Reviewing the budget.
  - e. Obtaining the necessary presales on the film in order to propel the picture into production.
  - f. Overseeing the pre production, production, and post production on the film.
  - g. Obtaining key talent, to include but not limited to making offers.
4. PRODUCER COMPENSATION: In exchange for the duties listed in section 1 above, Filmmaker shall compensate Producer as follows:
- a. Producer will be given a producer credit on the Film, in the same location as Filmmaker, and of the same size and prominence, on a separate title card. Such credit will be on any and all advertising and press materials.
  - b. Producer shall receive a production company credit on the Film, in the same location as Filmmaker, and of the same size and prominence, on a separate title card. Such credit will be on any and all advertising and press materials.
  - c. Compensation in the amount of \$\_\_\_\_\_ USD. This payment shall be made no later than the first day of principal photography. This payment is for producer fees only. Producer shall have a \_\_% share in the production company formed to make the Film, and also the same percentage of any back end or profit realized.
5. PRODUCER APPROVALS: Producer will have the sole and ultimate approval of the following areas of the film:
- a. The budget of the Film
  - b. The key roles in the Film
  - c. The screenplay of the Film
  - d. The shooting schedule of the Film
  - e. The selection of the UPM, Director of Photography, Art Director, Production Designer, and other key department heads
  - f. Approval of any additional producers on the project
  - g. Final cut of the Film
- Notwithstanding the above, Producer shall meaningfully consult Filmmaker in all aspects of the production.
6. ADDITIONAL TERMS AND CONDITIONS: Filmmaker acknowledges and agrees to the following conditions:
- a. Filmmaking is fraught with uncertainty and there is no guarantee, express or implied, that Producer's efforts to get the Film into production will succeed.
  - b. The venue for any contract disputes or litigation pertaining to this contract shall be Orange County, California, United States.
  - c. This contract shall be governed by the laws of the State of \_\_\_\_\_.
  - d. This contract represents the entire understanding between Producer and Filmmaker.
  - e. This contract will be binding upon any successors, assigns, or servants of Filmmaker.
  - f. Any and all payments to Producer shall be sent via wire transfer and be denominated in United States Dollars.
  - g. Producer shall seek approval from filmmaker before committing to any out of pocket expenses that producer may incur. Such approval will not be unreasonably withheld, and it is understood that reimbursement for such expenses will come from production funds.

The above contract is agreed to in its entirety.

Signed:

[DATE]

\_\_\_\_\_  
\_[PRODUCER'S NAME]\_, Producer

\_\_\_\_\_  
\_[FILMMAKER'S NAME]\_, Filmmaker

Date: \_\_\_\_\_