

SCREENWRITING AGREEMENT

This Screenwriting Agreement is signed this ____ day of _____, 20__, by and between _____ (Company) and _____ (Writer), for the purpose of Writer Writing/Co-Writing a film script based on _____.

To that end the parties agree to the following:

1. Scope of Service. Company is commissioning Writer to begin the project of _____.
2. Project. The tentative working title of the film shall be “_____”. This title is subject to change at the discretion of Company.
3. Deadline. The deadline for completion of this screenplay is _____.
4. Fee. Company agrees to pay Writer a consolidated sum of _____ and NO/100 (\$_____) for the project that will include the following:
 - a. Writing / Co-writing the screenplay on the story/treatment _____
 - b. Assisting with editing of the screenplay to ensure that the final version is free from errors.
5. Payment Schedule. The Writer shall be paid in two installments as follows:
 - a. \$_____ as an advance at the time of the signing of this agreement.
 - b. The remaining balance upon completion of the screenplay.
6. Bonus Fee. Writer will be eligible for a bonus fee under the following circumstances:
 - a. If the script is sold out right, then Writer shall be entitled to _____ of the net income from the sell minus \$_____.
 - b. If the project is produced, then the Writer shall be entitled to _____% of the negotiated writer’s compensation minus \$_____ plus _____% of writer’s royalties, if any.
7. Confidentiality. Writer will maintain full confidentiality and secrecy about this project. At no point during the project will he reveal any idea or concept of the film to anyone, in any form, even if this contract gets terminated at any point during the project.
8. Assignments. Writer acknowledges that their contribution is special and unique. Therefore, Writer may NOT assign their obligations to perform under this agreement. However, Writer may freely assign his Bonus Fee income to a company or third party, provided such assignment shall not relieve the Writer of his duties and obligation herein provided.
9. Unable to Complete. If Writer is unable to complete the project for some reason, he will convey that in writing to Company as soon as possible. In that case the initial payment of \$_____ will be Writer’s payment in full for services provided up to that point and he will forfeit any Bonus Fee.
10. Screenplay Length. The screenplay will be 100-120 pages in length.
11. Credit. The Writer will get credit for his contribution to the film.
12. No Plagiarism. The Writer agrees that all ideas and concepts used for this project will be original and will not engage in plagiarism.
13. Copyrights. Company will own ALL copyrights for the screenplay.
14. Company Rights. Company will have full freedom to deal with any filmmaker, producer, or agent. Writer will have no say on these matters, unless requested by Company.

15. Changes or Edits. Company can request Writer to make a reasonable number of changes and edits during the period of production of this screenplay.
16. Governing Law. This agreement shall be governed by the laws of the State of _____.
17. Disputes. In the event that this Agreement becomes subject to a dispute between the parties hereto, the parties agree that the prevailing party shall be entitled to an award of attorney's fees, costs, and the prevailing statutory interest from the other party. If a dispute arise, both parties agree to seek resolution through mediation and/or binding arbitration through the National Arbitration Forum.
18. Acknowledgements. Both parties acknowledge and agree that: (a) the parties are executing this Agreement voluntarily and without any duress or undue influence; (b) the parties have carefully read this Agreement and have asked any questions needed to understand the terms, consequences, and binding effect of this Agreement and fully understand them; and (c) the parties have sought the advice of an attorney of their respective choice if so desired prior to signing this Agreement.
19. Further Document. If any other provisions or agreements are necessary to enforce the intent of this document, both parties agree to execute such provisions or agreements upon request.
20. Enter Agreement. This Agreement constitutes the entire understanding between the parties hereto and may not be modified except by a written instrument duly executed by the parties hereto, their assignees or authorized representatives.

In witness whereof, the parties have duly executed this Agreement on the day and year first above written.

Company:

Phone: _____

SSN/EIN: _____

Writer:

Phone: _____

SSN/EIN: _____