

**TELEVISION SHORT-FORM CONTRACT – WRITERS LENDING AGREEMENT
(FOR MOVIES OF THE WEEK AND MINI-SERIES)**

DATE: _____

1. NAME OF PROJECT: _____ (“PROJECT”)

2. LENGTH OF PROGRAM: _____ MINUTES (OVER __ BROADCAST PERIODS/NIGHTS)

3. NAME/ADDRESS OF COMPANY:

_____ (“COMPANY”)

4. NAME OF LENDER: _____ (“LENDER”)

FEDERAL ID # _____

5. NAME OF WRITER: _____ (“WRITER”)

SOCIAL SECURITY NUMBER _____

6. WRITER’S REPRESENTATIVE: _____

7. CONDITIONS PRECEDENT:

W-4 I-9 OTHER, IF ANY

8. COMPENSATION:

A. GUARANTEED COMPENSATION (SEE 16, BELOW): \$ _____

B. CONTINGENT COMPENSATION (SEE 16, BELOW): \$ _____

C. PROFIT PARTICIPATION: IF SOLE WRITING CREDIT, _____% OF (NET/GROSS) PROCEEDS;

9. SPECIFIC MATERIAL UPON WHICH SERVICES ARE TO BE BASED, IF ANY (A COPY WILL BE SENT TO WRITER UNDER SEPARATE COVER):

10. OTHER WRITERS EMPLOYED ON SAME PROJECT OR FROM WHOM MATERIAL HAS BEEN OPTIONED/ACQUIRED, AND DATES OF MATERIAL, IF ANY:

11. COMPANY REPRESENTATIVE AUTHORIZED TO REQUEST REVISIONS:

12. COMPANY REPRESENTATIVE TO WHOM/PLACE WHERE MATERIAL IS TO BE DELIVERED:

13. ANNOTATIONS WILL WILL NOT BE REQUIRED (IF YES, COMPANY'S ANNOTATION GUIDE WILL BE PROVIDED TO WRITER IMMEDIATELY)

14. PRODUCER IS IS NOT AUTHORIZED BY THE NETWORK/LICENSEE TO REQUEST ADDITIONAL REVISIONS BEFORE SUBMITTING DRAFTS TO THE NETWORK/LICENSEE.

15. PRODUCER IS IS NOT A SIGNATORY TO THE NETWORK WGA MBA (WHICH REQUIRES THE COMPANY TO NOTIFY THE NETWORK/LICENSEE IN WRITING WHEN WRITER HAS DELIVERED TO THE COMPANY).

16. SERVICES TO BE PERFORMED, INCLUDING NUMBER OF STEPS (e.g., story and first draft, two rewrites and a polish)

[**Note:** not less than 10% of agreed compensation for the first delivered material is due upon commencement, not less than 30% of agreed compensation is due on delivery of story, not less than 40% of agreed compensation on delivery of first draft teleplay, not less than 90% of WGA minimum shall be paid by delivery of first draft teleplay. The balance is due on delivery of final draft teleplay. In addition, if the writer is employed for story and teleplay, not more than 14 days shall elapse between the first submission of the story and the commencement of the preparation of the teleplay. For teleplay, the applicable time limits for teleplay in Article 13.B.8. shall control.]

A. FOR STEP 1: _____ (EXAMPLE: STORY/TELEPLAY/REWRITE)

GUARANTEED

OPTIONAL

WRITING PERIOD: _____ WEEKS

READING PERIOD: _____ WEEKS

PAYMENT DUE: \$ _____

(50% DUE ON COMMENCEMENT, 50% WITHIN SEVEN (7) DAYS OF

DELIVERY)

B. FOR STEP 2 : (IF APPLICABLE): _____

GUARANTEED

OPTIONAL

WRITING PERIOD: _____ WEEKS

READING PERIOD: _____ WEEKS

PAYMENT DUE: \$ _____

DELIVERY) (50% DUE ON COMMENCEMENT, 50% WITHIN SEVEN (7) DAYS OF

C. FOR STEP 3 (IF APPLICABLE): _____

GUARANTEED

OPTIONAL

WRITING PERIOD: _____ WEEKS

READING PERIOD: _____ WEEKS

PAYMENT DUE: \$ _____

DELIVERY) (50% DUE ON COMMENCEMENT, 50% WITHIN SEVEN (7) DAYS OF

D. FOR STEP 4 (IF APPLICABLE): _____

GUARANTEED

OPTIONAL

WRITING PERIOD: _____ WEEKS

READING PERIOD: _____ WEEKS

PAYMENT DUE: \$ _____

DELIVERY) (50% DUE ON COMMENCEMENT, 50% WITHIN SEVEN (7) DAYS OF

E. FOR STEP 5 (IF APPLICABLE): _____

GUARANTEED

OPTIONAL

WRITING PERIOD: _____ WEEKS

READING PERIOD: _____ WEEKS

PAYMENT DUE: \$ _____

DELIVERY) (50% DUE ON COMMENCEMENT, 50% WITHIN SEVEN (7) DAYS OF

F. ADDITIONAL STEPS (IF APPLICABLE):

17. COMPANY SHALL PAY THE ABOVE GUARANTEED AMOUNTS DUE IF READING PERIODS PASS AND COMPANY DOES NOT REQUEST SERVICES. THE READING PERIOD FOR A POLISH SHALL NOT IN ANY EVENT EXCEED THIRTY (30) DAYS. IF THERE HAS BEEN NO INTERVENING WRITER(S), HOWEVER,

SERVICES SHALL BE DUE, SUBJECT TO WRITER'S PROFESSIONAL AVAILABILITY, FOR A PERIOD NOT TO EXCEED _____ MONTHS. IF COMPANY AT ANY TIME GIVES WRITER NOTICE THAT NO FURTHER SERVICES ARE REQUIRED, THEN ANY REMAINING UNPAID INSTALLMENTS OF THE ABOVE FIXED COMPENSATION SHALL BE PAYABLE AT SUCH TIME AS COMPANY NOTIFIES IN WRITING THAT NO FURTHER SERVICES ARE REQUIRED.

18. BONUS:

A. For sole writing credit: \$ _____

B. For shared writing credit: \$ _____

Shared credit bonus will be paid on commencement of principal photography if no other writer has been engaged; balance to be paid on determination of writing credit.

C. For "green light" or engagement of an "element": \$ _____

If Writer is writer of record or is most recent writer on the Project at the time the Project is given a "green light" by a network or an element is attached on a pay-or-play basis, Writer shall be given a bonus of _____ Dollars (\$ _____) which may may not be applied against the bonus in A. or B., above.

19. CREDITS AND SEPARATED RIGHTS:

Per WGA MBA. It is understood that writer has not sold any reserved rights by virtue of this agreement. If company wishes to acquire any reserved rights, or the compensation above is equal to or in excess of the "upset price," writer and company will negotiate separately regarding such reserved rights, subject to the WGA MBA.

20. EXISTING CREDIT OBLIGATIONS REGARDING ASSIGNED MATERIAL, IF ANY (SUBJECT TO WGA MBA):

21. VIEWING CUT:

Per WGA MBA: Company shall invite Writer to view the "Director's Cut" within forty-eight (48) hours after the Company's viewing. If, in lieu of a viewing, the Company is provided with a videocassette copy of the cut, the Company shall simultaneously provide the Writer with a videocassette copy of the cut. Writer shall also be invited to [_____] other screenings.

22. PREMIERES:

If writer receives writing credit, Company shall shall not provide Writer and one (1) guest with an invitation to the initial celebrity premiere, if held, with travel and accommodations at a level not less than the director or producer of the project.

23. VIDEOCASSETTE:

Per WGA MBA.

24. TRANSPORTATION AND EXPENSES:

If Company requires Lender to cause Writer to perform services hereunder at a location more than _____ miles from Writer's principal place of residence, which is _____, Writer shall be given first class (if available) transportation to and from such location and a weekly sum of \$ _____ (\$ _____ per week in a high cost urban area). If Company requires Writer to perform services at such location for two (2) weeks or more, Writer shall be given one (1) additional first class round trip transportation for Writer's companion.

25. SEQUELS/REMAKES:

If separated rights,

- Series Payments: \$ _____ per 1/2 hour episode; \$ _____ per 1 hour episode; \$ _____ per MOW (in network primetime or on pay television, otherwise \$ _____ per MOW); \$ _____ per sequel produced directly for the videocassette/videodisc market; \$ _____ per product produced for the interactive market based on the Project; _____ [other, e.g., theme park attractions based on the Project].
- Spin-offs: Generic – 1/2 of above payments
Planted – 1/4 of above payments
- Sequel Movies for Television: If Project is ninety (90) minutes or longer, Writer shall be offered the opportunity to write any sequel Project ninety (90) minutes or longer, at not less than the Writer was paid to write the Project.
- Other Sequels: If Writer is accorded sole "Written by" or "Screenplay by" credit, Writer shall have the right of first negotiation on all audio-visual exploitation, including, but not limited to remakes and sequels and MOWs, mini-series and TV pilots (or first episode if no pilot) for a period of seven (7) years following release.

26. THEATRICAL EXHIBITION: 100/50/50 (BUT NOT LESS THAN WGA MINIMUMS):

If the Project, or any edited version thereof, either in whole or in part, is released theatrically, then Company will pay Writer the following compensation in addition to all other compensation provided for in this Agreement.

- (a) If the Project, or any edited version thereof, either in whole or in part, is released theatrically anywhere in the world prior to its initial telecast in the United States, then Writer will receive the greater of: (i) an amount equal to 100% of Writer's compensation specified in Paragraphs 15 and 17 of this Agreement, or (ii) WGA minimum for such theatrical release.
- (b) If the Project, or any edited version thereof, either in whole or in part, is released theatrically subsequent to its initial telecast in the United States, then: (i) upon such theatrical release in the Domestic Territory, Writer will receive an amount equal to 50% of Writer's compensation specified in Paragraphs 15 and 17 of this Agreement, or WGA minimum for such theatrical release, whichever is greater; and (ii) upon such theatrical release in the Foreign Territory, Writer will receive an amount equal to 50% of Writer's compensation specified in Paragraphs 15 and 17 of this Agreement, or WGA minimum for such theatrical release, whichever is greater. For purposes hereof, the "Domestic Territory" means the United States and/or Canada; the "Foreign Territory" means any area(s) of the world outside the Domestic Territory.
- (c) It is understood that regardless of the number or sequence of theatrical releases of the Picture, Company will not be required to pay Writer a grand total of theatrical release payments under subparagraphs 25(a) and 25(b) above in excess of 100% of Writer's compensation specified in Paragraphs 15 and 17 of this Agreement, or the aggregate WGA minimum for all theatrical releases, whichever is greater.

- (d) All theatrical release payments will be made within 30 days following the applicable theatrical release to which the payment relates.

27. NOTICES:

All notices shall be sent as follows:

TO LENDER AND/OR WRITER:

TO COMPANY:

28. MINIMUM BASIC AGREEMENT:

The parties acknowledge that this contract is subject to all of the terms and provisions of the Basic Agreement and to the extent that the terms and provisions of said Basic Agreement are more advantageous to Writer than the terms hereof, the terms of said Basic Agreement shall supersede and replace the less advantageous terms of this agreement. Writer is an employee as defined by said Basic Agreement and Company has the right to control and direct the services to be performed.

29. GUILD MEMBERSHIP:

To the extent that it may be lawful for the Company to require the Lender to do so, Lender agrees Writer will become and/or remain a member of Writers Guild of America in good standing as required by the provisions of said Basic Agreement. If Writer fails or refuses to become or remain a member of said Guild in good standing, as required in the preceding sentence, the Company shall have the right at any time thereafter to terminate this agreement with the Lender.

30. PLUGOLA AND PAYOLA: Writer acknowledges that it is a crime to accept or pay any money, service or other

valuable consideration for the inclusion of any plug, reference, product identification or other matter as a part of a television program unless there is a full disclosure as required by the applicable sections of the Federal Communications Act. Writer will not accept or pay any such consideration or agree to do so, and any breach of such undertaking will be considered a breach of this Agreement.

31. RESULTS AND PROCEEDS:

Work-Made-For-Hire: Lender acknowledges that all results, product and proceeds of Writer's services (including all original ideas in connection therewith) are being specially ordered by Producer for use as part of a Motion Picture and shall be considered a "work made for hire" for Producer as specially commissioned for use as a part of a motion picture in accordance with Sections 101 and 201 of Title 17 of the U.S. Copyright Act. Therefore, Producer shall be the author and copyright owner thereof for all purposes throughout the universe without limitation of any kind or nature. In consideration of the monies paid to Lender hereunder, Producer shall solely and exclusively own throughout the universe in perpetuity all rights of every kind and nature whether now or hereafter known or created in and in connection with such results, product and proceeds, in whatever stage of completion as may exist from time to time, including: (i) the copyright and all rights of copyright; (ii) all neighboring rights, trademarks and any and all other ownership and exploitation rights now or hereafter recognized in any Territory, including all rental, lending, fixation, reproduction, broadcasting (including satellite transmission), distribution and all other rights of communication by any and all means, media, devices, processes and technology; (iii) the rights to adapt, rearrange, and make changes in, deletions from and additions to such results, product and proceeds, and to use all or any part thereof in new versions, adaptations, and other Motion Pictures including Remakes and Sequels; (iv) the right to use the title of the

obtain injunctive relief or other equitable relief with respect to any breach of Company's obligations hereunder.

34. PROFIT PARTICIPATION:

Terms to be negotiated in good faith. If the parties fail to reach agreement within [] months after execution hereof, either party, upon 30 days notice to the other, may submit the matter to what is known as a "baseball arbitration," in which each party presents one profit proposal and the arbitrator is required to adopt one of the two proposals. The arbitrator shall be selected and the arbitration conducted pursuant to the Voluntary Labor Arbitration Rules of the AAA.

35. WRITING TEAMS:

In the event two (2) or more writers are named as parties hereto, the word "Writer" whenever used herein shall be deemed to mean "Writers," and such writers shall be treated as a unit for purposes of compensation hereunder, and, the compensation payable hereunder shall be payable to them in equal shares unless they otherwise direct Company in writing signed by both such writers or unless otherwise required by the WGA MBA. The writers signatory hereto represent and warrant that they agree with the other in good faith (and without suggestion or direction by Company) prior to offering themselves for employment hereunder to collaborate as a team and that they have obtained or will obtain any necessary WGA waivers with respect to their employment hereunder as a team.

36. AGREEMENT OF THE PARTIES:

This document [including Attachment 1, if any] shall constitute the agreement between the parties until modified or amended by a subsequent writing.

_____ ("LENDER") _____ ("COMPANY")

BY: _____
[NAME OF WRITER]

BY: _____
TITLE

CC: WGA CONTRACTS DEPARTMENT

Work in connection therewith or otherwise and to change such title; and (v) all rights generally known as the "moral rights of authors."

32. WARRANTY AND INDEMNIFICATION:

A. Subject to Article 28 of the WGA Basic Agreement, Lender hereby represents and warrants as follows:

1. Lender is free to enter into this Agreement and no rights of any third parties are or will be violated by Lender entering into or performing this Agreement. Lender and Writer are not subject to any conflicting obligation or any disability, and Lender and Writer have not made and shall not hereafter make any agreement with any third party, which could interfere with the rights granted to Company hereunder or the full performance of Writer's obligation and services hereunder.

2. All of the Work (and the Property, if any) shall be wholly original with Writer and none of the same has been or shall be copied from or based upon any other work unless assigned in this contract or in the public domain. The reproduction, exhibition, or any use thereof or any of the rights herein granted shall not defame any person or entity nor violate any copyright or right of privacy or publicity, or any other right of any person or entity. The warranty in this subparagraph shall not apply to any material as furnished to Writer by Company (unless such furnished material was written or created by Writer or originally furnished to Company by Writer) or material inserted in the Work by Company, but shall apply to all material which Writer may add thereto.

3. Lender and/or Writer are sole owner of the Property together with the title thereof and all rights granted (or purported to be granted) to Company hereunder, and no rights in the Property have been granted to others or impaired by Lender and/or Writer, except as specified, if at all, in this Agreement. No part of the property has been registered for copyright, published, or otherwise exploited or agreed to be published or otherwise exploited with the knowledge or consent of Lender and/or Writer, or is in the public domain. Lender and/or Writer does not know of any pending or threatened claim or litigation in connection with the Property or the rights herein granted.

4. Lender shall indemnify and hold harmless Company (and its affiliated companies, successors, assigns, and the directors, officers, employees, agents, and representatives of the foregoing) from any damage, loss, liability, cost, penalty, guild fee or award, or expense of any kind, including outside attorney's fees (hereinafter "Liability") arising out of, resulting from, based upon or incurred because of a breach by Lender and/or Writer of any agreement, representation, or warranty made by Lender and/or Writer hereunder. The party receiving notice of such claim, demand or action shall promptly notify the other party thereof. The pendency of such claim, demand, or action shall not release Company of its obligation to pay Lender sums due hereunder.

B. Company agrees to indemnify Lender and Writer and hold Lender and Writer harmless from and against any and all damages and expenses (other than with respect to any settlement entered into without Company's written consent) arising out of any third party claim against Writer resulting from Company's development, production, distribution and/or exploitation of the Project.

33. NO INJUNCTIVE RELIEF:

The sole right of Lender and Writer as to any breach or alleged breach hereunder by Company shall be the recovery of money damages, if any, and the rights herein granted by Lender and Writer shall not terminate by reason of such breach. In no event may Lender or Writer terminate this Agreement or

ATTACHMENT 1

ADDITIONAL PROVISIONS, IF ANY:

By signing below, Writer acknowledges that Writer has read this agreement and confirms all grants, representations, warranties and agreements made by Lender and agrees to perform the services provided for therein in accordance with the terms and conditions thereof and, if Writer fails to do so, Writer acknowledges that Company shall have the same rights against Writer as Company has against Lender. Writer shall look solely to Lender for any and all compensation hereunder and, if Writer's employment agreement with Lender becomes ineffective or if Lender ceases to exist, then Writer, at the election of Producer, shall be deemed substituted as a direct party hereto in the place and stead of Lender.

("Writer")