

Understanding Your Feature Contract

June 11, 2019

Scriptnotes #407

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") dated as of **DATE** sets forth the terms of the agreement between **WET DOG PICTURES** ("WDP") and **WRITER LOANOUT CO.** ("Lender") for the writing services of **WRITER NAME** ("Artist"), in connection with a proposed motion picture project tentatively entitled **MOVIE** "Picture").

1. CONDITIONS PRECEDENT

WDP shall have no obligation to perform under this Agreement unless and until:

1.1 WDP receives an executed original of this Agreement, including a Writer's Certificate (in the form attached hereto as Exhibit "A") and Inducement, in form and substance acceptable to WDP; and

1.2 WDP approves, in its sole discretion, the chain-of-title to the Picture, approves all agreements with respect thereto, and receives all assignments and releases which it requires in connection therewith.

2. ENGAGEMENT / ASSIGNED MATERIAL / SEPARATE PROJECTS

2.1 Loan-Out. The services of Artist are being furnished to WDP by Lender. Consequently, all services and obligations to be performed hereunder by Artist shall be deemed to be performed by Artist at the direction of Lender, and all compensation and other payments for the performance of such services and obligations shall be paid by WDP to Lender. All warranties and representations made by either Lender or Artist shall be deemed made in addition by the other, and a breach of this Agreement by either Lender or Artist shall be deemed a breach by both.

2.2 Assigned Material. Lender and Artist acknowledge and agree that the results of Artist's writing services shall be based on and derived from assigned material, including, without limitation, the following:

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3. WRITING SERVICES AND COMPENSATION

3.1 First Draft Screenplay. Upon satisfaction of the Conditions Precedent set forth in Paragraph 1 above and WDP's request that Artist commence services pursuant to Paragraph 5.1.e below, Lender shall provide the services of Artist to write a first draft screenplay based upon the Assigned Material. Subject to Artist's full performance of all writing services and material obligations in connection therewith, Lender shall be entitled to receive the sum of **\$200,000** which sum shall accrue and become payable as follows:

a. **\$100,000** thereof on satisfaction of the Conditions Precedent set forth in Paragraph 1 above and commencement of Artist's writing services (as requested by WDP pursuant to Paragraph 5.1.e below) on the first draft screenplay (whichever last occurs); and

b. **\$100,000** thereof on Artist's delivery to WDP of the completed first draft screenplay;

3.2 Option for Set of Revisions. WDP is granted an exclusive and irrevocable option to engage Lender to provide the services of Artist to write one (1) set of revisions, exercisable upon notice within four (4) weeks following: (i) WDP's receipt of the completed first draft screenplay pursuant to Paragraph 3.1 above; or (ii) the expiration of the applicable writing period therefor as set forth in Paragraph 5.1 below (whichever is latest). If said option is exercised by WDP, then subject to Artist's full performance of all writing services and material obligations in connection therewith, Lender shall be entitled to receive the sum of **\$120,000**, which sum shall accrue and become payable as follows:

- a. **\$60,000** thereof on commencement of Artist's writing services (as requested by WDP pursuant to Paragraph 5.1.e below) on the set of revisions; and
- b. **\$60,000** thereof on Artist's delivery to WDP of the completed set of revisions.

3.3 Option for Polish. WDP is granted an exclusive and irrevocable option to engage Lender to provide the services of Artist to write a polish, exercisable upon notice within four (4) weeks following: (i) WDP's receipt of the completed set of revisions (if the option for such step is exercised) pursuant to Paragraph 3.2 above; or (ii) the expiration of the applicable writing period therefor as set forth in Paragraph 5.1 below (whichever is latest). If said option is exercised by WDP, then subject to Artist's full performance of all writing services and material obligations in connection therewith, Lender shall be entitled to receive the sum of **\$60,000** which sum shall accrue and become payable as follows:

- a. **\$30,000** thereof on commencement of Artist's writing services (as requested by WDP pursuant to Paragraph 5.1.e below) on the polish; and
- b. **\$30,000** thereof on Artist's delivery to WDP of the completed polish.

3.5 Fair Compensation. Lender and Artist acknowledge that the fixed compensation provided to be paid pursuant to Paragraph(s) 3.1, 3.2 (if applicable) and 3.3 (if applicable) above, is by itself fair, reasonable and sufficient compensation for all services rendered by Artist hereunder and for all rights granted to WDP hereunder whether or not any bonus pursuant to Paragraph 3.6 below or any contingent payment pursuant to Paragraph 4 below ever becomes payable to Lender.

3.6 Bonus.

If the Picture is produced as a feature-length theatrical motion picture and Artist receives sole "screenplay by" or sole "written by" credit therefor upon final credit determination under the Writers Guild of America Theatrical and Television Basic Agreement (the "MBA"), but not Article 7 of Theatrical Schedule A thereto ("Final Credit Determination"), then Lender shall be entitled to receive a flat bonus in the amount of \$500,000 which sum shall accrue and become payable upon Final Credit Determination. If the Picture is produced as a feature-length theatrical motion picture and Artist receives shared "screenplay by" or shared "written by" credit therefor upon Final Credit Determination, then in lieu of the foregoing. Lender shall be entitled to receive a flat bonus (the "Shared Credit Bonus") in the amount of \$250,000, which sum shall accrue and become payable upon Final Credit Determination.

4. CONTINGENT PAYMENT

If the Picture is produced and released as a feature-length theatrical motion picture and Artist receives sole "screenplay by" or sole "written by" credit therefor upon Final Credit Determination, then Lender shall be entitled to receive a contingent payment in an amount equal to five percent (5%) of one hundred percent(100%) of the Contingent Proceeds, if any, of the Picture. If the Picture is produced and released as a feature-length theatrical motion picture and Artist receives shared "screenplay by" or shared "written by" credit therefor upon Final Credit Determination, then in lieu of the foregoing, Lender shall be entitled to receive a contingent payment in an amount equal to two and one half percent (2-1/2%) of one hundred percent (100%) of the Contingent Proceeds, if any, of the Picture. Neither Lender nor Artist shall be entitled to any such contingent payment pursuant to this Paragraph 4 if Artist does not receive either sole or shared "screenplay by" or sole or shared "written by" credit for the Picture.

5. GENERAL TERMS -- WRITING SERVICES

5.1 Delivery Schedule

a. First Draft Screenplay

Start of services: Upon satisfaction of the Conditions Precedent set forth in Paragraph 1 above and WDP's request that Artist commence services pursuant to Paragraph 5.1.e below on the first draft screenplay (whichever last occurs).

**Writing Period: 12 weeks
Reading Period: 4 weeks**

b. First Set of Revisions (if option for such step is exercised by WDP)

**Writing Period: 10 weeks
Reading Period: 4 weeks (if applicable)**

c. Polish (if option for such step is exercised by WDP)

**Writing Period: 4 weeks
Reading Period: 4 weeks (if applicable)**

d. **Exclusivity.** Artist's services with respect to the Picture hereunder shall be exclusive to WDP during all writing periods and non-exclusive during all reading periods; provided, however that any services which Artist may render during such reading periods for third parties, for Lender, or on Artist's own behalf shall not materially interfere with the timely performance of Artist's services and material obligations hereunder. Time is of the essence respecting the services and delivery dates specified herein. In the event that WDP elects in its sole discretion to extend any writing period hereunder in order to allow additional time for Artist to complete Artist's services hereunder, then neither Lender nor Artist shall be entitled to any additional compensation for writing services rendered by Artist during the extended writing period.

e. **Commencement of Services.** Lender and Artist acknowledge that only an authorized Business Affairs Executive of WDP has the authority to commence Artist's services pursuant to Paragraph(s) 3.1, 3.2 (if applicable) and 3.3 (if applicable) above, and neither Lender nor Artist may rely on the instructions or representations of any other individual or entity.

f. Deferred Services.

WDP may defer Artist's services on any writing step to such other time as WDP elects (for a period up to eighteen (18) months from the date of such deferral, subject to extension for a period equal to the aggregate of any period(s) [following WDP's request that Artist perform services] that Artist is unavailable to render services for WDP hereunder), and Artist shall render services in connection with such writing step(s) as and when required by WDP subject only to Artist's unavailability due solely to then-prior firm contractual conflicting professional commitments in the entertainment industry (a "Prior Commitment"); provided that upon notice from WDP, Artist shall be available to perform such writing services immediately after completion of Artist's exclusive or first-priority services in connection with the applicable Prior Commitment. If Artist's services under any Prior Commitment are deferred, then such Prior Commitment shall be deemed completed at the time Artist receives notice (oral or written) of such deferral. If WDP defers any writing step hereunder, then provided that neither Lender nor Artist is in breach or default of any representation or warranty or material term or condition hereunder, Lender shall, upon written request to WDP, be entitled to receive the applicable payment for the applicable deferred writing services as an advance against compensation for such applicable deferred services as if such deferred writing materials were timely ordered and timely delivered to WDP and as if the applicable reading and writing periods were fully utilized; provided, however, that; (i) Artist thereafter renders such deferred writing services as required by WDP, subject to the provisions of Paragraph 5.1.d above and this Paragraph 5.1.g; and (ii) if Artist defaults or reneges on Artist's obligation to perform such services the advance paid to Lender shall be immediately repaid in full to WDP.

5.4 First Opportunity.

a. Theatrical Production. If within seven (7) years after the initial general theatrical release (if any) of the Picture, WDP (or its successor, licensee, assignee or designee) elects (in its sole discretion) to have written a screenplay for the initial "Sequel/Prequel" (as defined in Paragraph 5.4.b.i below) to and/or initial "Remake" (as defined in Paragraph 5.4.b.ii below) of the Picture (collectively, a "Theatrical Production"), and provided that: (i) Artist received sole "screenplay by" or sole "written by" credit for the Picture upon Final Credit Determination; (ii) neither Lender nor Artist is in breach or default of a material term or condition hereunder; (iii) Artist is then active as a writer in the theatrical motion picture industry; and (iv) Artist is available as, when and where required by WDP, then WDP shall first negotiate in good faith (within WDP's usual parameters; provided that if the anticipated budget of the Theatrical Production is equal to or greater than the budget of the Picture, the financial terms for Artist's writing services shall be no less favorable to Lender than the financial terms for Artist's writing services as set forth in this Agreement) with Lender for Artist's writing services on the screenplay for the initial such Theatrical Production. If WDP and Lender fail to agree on terms for Artist's services on such initial Theatrical Production within thirty (30) days following WDP's service of notice on Lender and/or Artist of the commencement of negotiations therefor, if Artist is unavailable, or if Artist elects not to write, then WDP shall have the right to engage another writer(s) and shall have no further obligation to Lender and/or Artist hereunder except for payment of royalties, if any, to which Lender may be entitled pursuant to Paragraph 5.5 below.

b. Television Production. If within seven (7) years after the initial general theatrical release (if any) of the Picture, if WDP (or its successor, licensee, assignee or designee) elects (in its sole discretion) to have written a teleplay for the initial Television Production" (as defined in Paragraph 5.4.c.iii below) based on the Picture, and provided that: (i) Artist received sole "screenplay by" or sole "written by" credit for the Picture upon Final Credit Determination; (ii) neither Lender nor Artist is in breach or default of a material term or condition hereunder; (iii) Artist is then active as a writer in the television and/or theatrical motion picture industry; and (iv) Artist is available as, when and where required by WDP, then WDP shall first negotiate in good faith (within WDP's standard parameters) with Lender for Artist's writing services on the teleplay for such initial Television Production; provided, however, that Lender's and Artist's engagement in connection with such initial Television Production shall be subject to network, licensee, or other broadcaster approval.(...)

c. **Definitions.** Solely for the purpose of determining Artist's first opportunity rights under this Paragraph 5.4 (and for no other purpose), the following shall apply:

i. Solely as used in this Paragraph 5.4, a "Sequel/Prequel" shall be defined as a live-action English-language theatrical motion picture produced for domestic (i.e., U.S. and Canada) release that is based on the Picture and meets the following criteria: (A) the motion picture contains a substantial number of elements created by Artist (or at Artist's direction) which are fully delineated in the script and initially appeared in the Picture; (B) the story line of the motion picture continues, derives from or carries backward the story line of the Picture; (C) the motion picture includes at least two (2) of the principal characters of the Picture as reprised by the original cast members thereof; and (D) is not an "Ensemble Production" (as defined in Paragraph 5.4.c.v below).

ii. Solely as used in this Paragraph 5.4, a “Remake” shall be defined as a live-action English-language theatrical motion picture produced for domestic (i.e., U.S. and Canada) release that is based on the Picture and meets the following criteria: (A) the motion picture contains a substantial number of elements created by Artist (or at Artist’s direction) which are fully delineated in the script and initially appeared in the Picture; (B) repeats the principal story line of the Picture; (C) includes at least two (2) of the principal characters from the Picture; and (D) is not an Ensemble Production.

5.5 Royalties. If WDP (or its successor, licensee, assignee or designee) produces a Theatrical Production or television program as set forth below based on the Picture, then provided that such Theatrical Production or television program is not a Separate Project or an Ensemble Production, contains original, fully-described elements initially appearing in the Picture (e.g., not **STUFF ASSIGNED**), continues, develops from, or repeats the story line of the Picture and includes the principal characters thereof, and further provided Artist receives sole separation of rights under the MBA for the Picture and is not engaged to write for the applicable production described below, then Lender shall be entitled to receive the applicable royalty specified below. If Artist receives shared separation of rights under the MBA for the Picture and is not engaged to write for the applicable production described below, then all payments under this Paragraph 5.5 shall be reduced by any payments to any other individual(s) on the Picture who is entitled to separation of rights under the MBA, but in no event shall payments to Lender hereunder be reduced by more than fifty percent (50%) for the applicable use set forth below:

a. Theatrical Sequel/Prequel. One-half (1/2) of the cash compensation actually paid to Lender for Artist's writing services on the Picture pursuant to Paragraph(s) 3.1, 3.2 (if applicable), 3.3 (if applicable), and 3.6 (if applicable) above plus, as a contingent payment, a percentage of the Contingent Proceeds (if any) of such sequel/prequel, which percentage shall be equal to one-half (1/2) of the percentage of Contingent Proceeds (subject to the exclusions set forth in Paragraph 4 above) to which Lender was entitled for

6. TRANSPORTATION AND EXPENSES

If in connection with Artist's writing services hereunder, WDP requires Artist to travel more than fifty (50) miles from Artist's then-principal place of residence (presently Los Angeles, CA) and any other residence maintained by Artist, then Lender shall be entitled to receive (for Artist's use) the following: (a) in lieu of all living or other expenses, etc. or reimbursement to Lender or Artist for the same, Lender shall be entitled to receive a non-accountable daily allowance of \$150 per day in major metropolitan cities (i.e., New York, Paris, Tokyo or London), \$125 per day in other major metropolitan cities (e.g., San Francisco), and \$100 per day elsewhere, plus one (1) first-class hotel room (i.e., not a suite) for Artist, which shall be designated by WDP in its sole discretion; (b) one (1) round-trip transportation (as set forth in the MBA) to such location from Artist's then-principal place of residence provided such transportation is used for this purpose; (c) if Artist is required to be on location for a consecutive period of twenty-one (21) days or more, then Artist shall be entitled to one (1) additional round-trip air transportation (of the same class as would be required under the MBA if Artist were traveling to such location), on a one (1) time only basis, to such location from such Artist's then-principal place of residence for Artist's non-business related companion, provided such transportation is used for this purpose; (d) exclusive ground

7. PENSION, HEALTH AND WELFARE CONTRIBUTIONS

WDP shall pay directly to the applicable pension, health and welfare fund contributions required by the MBA in connection with Artist's services hereunder. In no event shall the aggregate amount of such payments exceed the total of all similar payments which WDP would have been required to make had WDP employed Artist directly.

8. OWNERSHIP AND DISTRIBUTION

The results and proceeds of Artist's services and all ideas of Lender and/or Artist in connection with the Picture, including without limitation all material composed, submitted, added, created, or interpolated by Lender and/or Artist, from the inception of creation and irrespective of the stage of development or completion of the Picture (hereafter the "Work"), which Lender and Artist acknowledge may have been or may be rendered in collaboration with others engaged by WDP, shall be deemed a work-made-for-hire specifically ordered by WDP, and Lender and Artist hereby further acknowledge that all of the Work has been paid for by WDP and is the sole property of WDP for any and all purposes whatsoever. In the event the Work is found not to be a work-made-for-hire, Lender and Artist hereby irrevocably assign, transfer and grant all rights, including all exclusive exploitation rights, of every kind and nature (including any and all patents, copyrights and neighboring rights, to the extent such assignment is allowed by law) in and to such Work to WDP. All rights to such Work are owned by WDP solely and exclusively, in perpetuity, in all languages, and throughout the universe. Lender

9. **FEATURETTE**

WDP contemplates filming and exploiting films and so-called "bonus materials," including without limitation, "behind-the-scenes" or "making of" productions and/or writing "behind-the-scenes" or "making of" books (jointly and severally "Featurette Rights") about the development and production of the Picture produced hereunder. Lender and Artist hereby agree and consent to such filming and exploitation (including without limitation use of any film clip footage [or still] from the Picture and behind-the-scenes photography [or still] and filmed interviews with Artist) and hereby grant to WDP the right to use Artist's name, voice and likeness in connection with such Featurette Rights in any and all media known and unknown, and by any means or device known

10. ASSIGNMENT

WDP may assign, transfer, license, delegate and/or grant all or any part of its rights, privileges and properties hereunder to any person or entity. In the event of an assignment by WDP, and provided the assignee assumes in writing all of WDP's obligations as of the date of such assignment and further provided such assignee is a "major" motion picture company, national network or similarly financially responsible party, WDP shall be relieved from all further obligations to Lender and/or Artist hereunder accruing from and after the date of such transfer. This Agreement shall be

11. NO OBLIGATION TO USE

WDP is not obligated to develop, produce, distribute, and/or exploit the Picture, or, if commenced, to continue the development, production, distribution, or exploitation of the Picture in any territory. Regardless of whether or not WDP elects to develop, produce, distribute and/or exploit the Picture (or to commence same), WDP is not obligated to use the services in whole or in part of either Lender or Artist hereunder or the results and proceeds thereof in whole or in part; provided, however, that the foregoing shall in no event limit WDP's obligation to pay sums accrued and unpaid to Lender pursuant to the terms hereof.

12. EMPLOYMENT ELIGIBILITY

12.1 Services in the U.S. Lender and Artist acknowledge that any offer of employment under this Agreement is subject to and contingent upon Artist's ability to prove Artist's identity and employment eligibility as required by the Immigration Reform and Control Act of 1986. Accordingly, Artist hereby agrees (a) to complete, execute and deliver to WDP Section 1 ("Employee Information and Verification") of an Employment Eligibility Verification ("Form I-9") at the time of Lender's execution of this Agreement or Artist's commencement of services in the U.S., whichever is earlier and (b) to present to WDP, in person and within three (3) business days thereafter, appropriate documentation of Artist's identity and U.S. employment eligibility. If Artist fails to comply

12.2 Services Outside the U.S.

a. Performance of Services. Lender and Artist acknowledge and agree that Artist shall not render services under this Agreement outside the U.S. unless and until: (i) Artist has obtained prior written approval from a Business Affairs Executive of WDP; (ii) Artist has satisfied and complied with all of the terms set forth in this Paragraph 12.2; and (iii) Artist possesses valid work authorization to render services for WDP outside the U.S. in connection with this Agreement.

13. CONFIDENTIALITY

13.1 Lender and Artist acknowledge that prior to and/or during Lender's and Artist's contact with or engagement by WDP, Lender and/or Artist may have been given access to or become acquainted with "Confidential Information" (as such term is defined below) that is of great value to WDP. Lender and Artist further acknowledge that maintaining the confidentiality of all such Confidential Information is critically important to WDP and that Lender's and Artist's agreement to the provisions of this Paragraph is a material inducement for WDP to enter into this Agreement. Lender and Artist hereby acknowledge and agree that, unless otherwise requested by WDP, neither Lender nor Artist shall in any manner, by any media (including, without limitation, by television, radio, newspaper or interactive media such as Facebook, Twitter or any other interactive social network or personal blog) nor at any time (either during or after Lender's or Artist's contact with or engagement by WDP) use or disclose, directly or indirectly, any Confidential Information in any manner, by any media, even in the course of casual discussions to anyone other than representatives of WDP or other persons designated by WDP.

14. NOTICES

Any notice pertaining hereto shall be in writing. Any such notice and any payment due hereunder shall be served by delivering said notice or payment personally or by sending it by mail, cable (postage or applicable fee prepaid) or by fax or telecopy (in which case a copy shall be sent by overnight mail and shall be deemed to have been received one hour after the commencement of normal business hours in the place of receipt on the next business day following the date of dispatch) as follows (or as subsequently designated in writing):

15. INSURANCE

Lender and Artist shall be covered as additional insureds on WDP's errors and omissions insurance policy in connection with the Picture, if any, during customary periods of production and distribution of the Picture, subject to the limitations, restrictions and terms of said policy. If and to the extent Artist is deemed an employee of WDP, Artist only shall be covered under WDP's general liability insurance policy, if any, during customary periods of production and distribution of the Picture, subject to the limitations, restrictions and terms of said policy. The provisions of this Paragraph 15 shall not be construed so as to limit or otherwise affect any obligation, representation or agreement of Lender and/or Artist hereunder.

16. INDEMNIFICATION

Except with respect to (i) matters constituting a breach by Lender and/or Artist of any of the representations, warranties and/or agreements contained herein; or (ii) gross negligence, or willful misconduct, or recklessness by Lender and/or Artist; or (iii) a third party claim relating, referring, or arising out of actions by Lender and/or Artist that are outside the course and scope of Artist's services in connection with the Picture, WDP agrees to indemnify Lender and Artist and hold Lender and Artist harmless from and against any and all damages and expenses (other than with respect to any settlement entered into without WDP's written consent or claim to which WDP has not been notified) arising out of (A) any third party claim or action respecting material supplied to Artist by WDP for incorporation into the Picture or incorporated into the Picture by employees or officers of WDP other than Artist, or (B) any third party claim against

17. CREDITING

Overscale cash payments for writing services, any credit bonus, and/or any contingent payment paid to Lender on the Picture shall not be credited against residuals which may become payable to Lender and/or Artist for the Picture, provided that any residuals which have been paid to Lender or Artist for the Picture shall be credited against any contingent payment which thereafter may become due to Lender in connection with the Picture.

18. PREMIERE

Provided that: (a) Artist receives sole or shared "screenplay by" or sole or shared "written by" credit in connection with the Picture; (b) Lender and Artist fully perform all services and material obligations in connection with the Picture; and (c) neither Lender nor Artist is in breach or default of a material term or condition hereunder, Artist shall receive an invitation for Artist and one (1) non-business related companion to attend one (1) major United States celebrity premiere ("Premiere") (of WDP's choice) of the Picture, if any. In the event the Premiere is more than fifty (50) miles away from Artist's then-principal residence and Artist attends such Premiere, Artist shall be entitled to receive the following: (i) one (1) round-trip air transportation (of the same class as would be required under the MBA if Artist were required by Producer to travel to such to such location), used for this purpose, for Artist and Artist's non-business related companion, (ii) exclusive (i.e., shared only with Artist's non-business related companion) ground

19. DVD

Provided that: (a) Artist receives sole or shared “screenplay by” credit or sole or shared “written by” credit in connection with the Picture; (b) Lender and Artist fully perform all services and material obligations hereunder; (c) neither Lender nor Artist is in breach of default of a material term or condition hereunder; and (d) Artist executes WDP’s then-standard DVD use-restriction letter, then subject to any then-existing MPAA or other industry-wide practices which may restrict WDP’s ability to provide Artist with a DVD, WDP, upon Artist’s request, shall provide Artist, for personal use only, one (1) DVD of the Picture when such DVDs are generally commercially available, if ever.

21. CURE

On a one-time only basis, Lender and/or Artist shall be given notice of a breach or default of a material term or condition hereunder (if such breach or default is curable) and accorded forty-eight (48) hours to cure such breach or default; provided that if such breach or default occurs (a) during principal photography of the Picture or (b) during the four (4) weeks immediately preceding (i) the scheduled start of principal photography of the Picture and/or (ii) the expiration of any option period with respect to the rights to the underlying material (if any) upon which the Picture is based, the period within which Lender and/or Artist must cure such breach or default shall not exceed twenty-four (24) hours after receipt of notice of such breach or default from WDP and further provided that WDP shall not be deemed to waive any claim for damages arising before, during or after such cure period if such breach or default is not cured by Lender or Artist.

22. WGA MBA

Artist's services hereunder shall be subject to the terms of the MBA. If there is any conflict between any provision of this Agreement and the MBA, then the latter shall prevail, but the conflicting provisions of this Agreement shall be limited only to the extent necessary to comply with the minimum requirements of the MBA, and as so modified, this Agreement shall continue in full force and effect. All payments herein include the payments required under the MBA, and any additional payment required under the MBA shall be payable at the minimum rates provided therein.

EXHIBIT "A"
WRITER'S CERTIFICATE

As of **DATE**

The undersigned certifies that for valuable consideration received and hereby acknowledged, all literary material (the "Material") written by the undersigned in connection with a motion picture or possible motion picture tentatively entitled **MOVIE** was written as a work made for hire for **WET DOG PICTURES** ("WDP") in the regular course of employment pursuant to an agreement (the "Agreement") between the undersigned (or a company entitled to "loan out" the undersigned's services) and WDP dated as of **DATE**. The undersigned further certifies that WDP shall be deemed the author of the Material and is entitled to the copyright therein (and all renewals and extensions thereof), with the right to make such changes therein and uses thereof as WDP may from time to time determine, and the foregoing is inclusive of a full assignment to WDP of all now known or hereafter existing rights of every kind throughout the universe, in perpetuity and in all languages, pertaining to the Material for all now known or hereafter existing uses, media, and forms, subject to any applicable terms of such Writers Guild of America Theatrical and Television Basic Agreement as is presently in effect with WDP.

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EXHIBIT "B"
PROCEDURES FOR ANNOTATING THE SCREENPLAY

Please prepare an annotation and list of characters and other entities as set forth herein for each written instrument ("Writing").

First, compile four written lists:

- List 1:** Identify each character appearing in the Writing who is based on a real person (or persons i.e., a composite character exhibiting characteristics of more than one real person), living or dead, or who might plausibly be, due to circumstances surrounding the character, identifiable with a living or deceased person. Indicate whether the real person(s) on whom the character is based is living, dead, or unknown to you. Identify each page in the Writing in which each character is identified or identifiable. With respect to all the foregoing, indicate whether a signed release has been obtained. The decision to obtain or to attempt to obtain any releases must be discussed with and approved in advance by the WDP Business and Legal Affairs Department.
- List 2:** Identify each real (i.e., non-fictional) business or other non-human entity identified in the Writing in the order in which it appears.
- List 3:** Identify each fictional character and fictional non-human entity in the order that they appear in the Writing.
- List 4:** Identify all sources consulted regarding the specific material in the Writing (e.g., personal experience, books, periodical, newspapers, court transcripts, interview notes, etc.).

The Start Button



Q Search & Lookups

Hello, John August Logout

MEMBERS EMPLOYERS & AGENTS CONTRACTS & ENFORCEMENT THE GUILD NEWS & EVENTS WRITERS' ROOM



DASHBOARD

myWGA Account

myDues

myResiduals

Start Button

Welcome to Start Button, John M. August!

Update
Existing Project

Create
New Project

Return to
myWGA

Scriptnotes #407

Working Title * :

Jumanjopolis



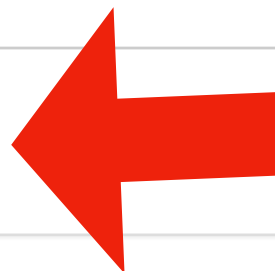
Employing Company * :

Columbia Pictures Industries, Inc.

Person authorized to accept delivery (per contract):

Producers:

[Click here to upload contract](#)



Step 1

[Add Step](#)

Contract Step:

Commencement Date:



Have you been paid for Commencement?:

Yes

No

Anticipated Delivery Date:

6/25/2019



OR

Weeks



I Delivered On:



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Working Rule #3

- (a) All agreements and contracts between writers and producers must be in writing.
- (b) Each member must promptly file with the Guild office a copy of his/her contract of employment (whether such agreement provides for leasing of material, participation in profits, residuals or otherwise) in no case later than one week after the receipt of the contract.