



LITERARY RELEASE AGREEMENT: WRITER

This LITERARY RELEASE AGREEMENT (this "Agreement") is made and entered into as of _____ (Date), by and between American Film Institute ("AFI"), _____ (the "Director") and _____ (the "Writer") regarding Writer's services in connection with a videotaped motion picture of approximately twenty (20) minutes in length, tentatively entitled _____ (the "Picture"). AFI, Director and Writer are referred to herein collectively as the "Parties."

The production of the Picture shall be initiated under the auspices of the AFI Directing Workshop for Women (DWW) program.

The Parties hereby agree as follows:

1. SERVICES.

- (a) AFI hereby engages Writer as an independent contractor to write, compose, prepare and revise literary material to serve as a first draft screenplay (the "Screenplay") for the Picture.
- (b) Writer agrees to render Writer's services for AFI in accordance with the terms and provisions of this Agreement.
- (c) The Screenplay, unless Writer is instructed otherwise by AFI or Director, shall be delivered by _____ (Date). Writer acknowledges that timely completion of Writer's services and delivery of the Screenplay are of the essence of this Agreement.
- (d) It is understood that any revisions, rewrites, polishes and/or any changes which may be required shall be accomplished only by the writer of the literary material.

2. COMPENSATION.

- (a) If Writer shall fully perform all material services, duties and obligations required of Writer under this Agreement, Director shall pay Writer the fixed sum of \$ _____ upon Writer's completion and delivery of the Screenplay.

3. RIGHTS.

- (a) Writer hereby grants to AFI in perpetuity the irrevocable non-exclusive right and license to produce the Picture based on the Screenplay; and to perform, exhibit, distribute, publicize and exploit the Picture, in whole or in part, throughout the universe in all media now known or which may hereinafter be devised.
- (b) All rights in the Screenplay, under copyright or otherwise, not granted herein shall be vested in Writer and Writer's assigns.
- (c) All rights granted and agreed to be granted to AFI under this Agreement shall be irrevocably vested in AFI. Writer's sole right as to any breach or alleged breach hereof by AFI, including but not limited to breach of any credit provisions as stated in Paragraph 5 below, shall be the recovery of money damages. The rights granted by Writer herein shall in no event be subject to termination or rescission.

4. WARRANTIES; INDEMNIFICATION.

- (a) Writer warrants and represents that Writer shall comply with instructions or requests made by AFI or Director in connection with the Screenplay and Writer's services; Writer shall render Writer's services and write and compose the Screenplay conscientiously and to the best of Writer's ability and talent; Writer is free to enter this Agreement and has not done and shall not do any act or make any grant of rights which would interfere with or impair Writer's full performance of Writer's services and obligations and all rights granted by Writer to AFI pursuant to this Agreement; Screenplay shall be wholly original with Writer, not copied from any other musical, literary, dramatic or other work and, therefore, shall not violate the rights of any person, firm or corporation; Writer has read and understands the Waiver.
- (b) Writer shall indemnify and hold AFI, its successors, licensees and assigns, as well as Director and Producer, harmless from all claims, liabilities, damages, costs and legal fees reasonably incurred in connection therewith arising from any breach by Writer of any warranty or agreement made by Writer hereunder.

5. CREDIT.

- (a) Provided that substantially all of the Screenplay is embodied in the Picture as released, AFI will use its best efforts to accord Writer credit on all positive release prints as follows: _____

_____.

- (b) No casual or inadvertent failure to accord Writer such credit on the part of AFI; or its successors, licensees and assigns; or any other third party shall constitute a breach of this Agreement. AFI will take reasonable steps to cure such failure on a prospective basis after AFI receives notice from Writer of such failure.

6. USE OF SCREENPLAY.

Neither AFI nor Director shall be obligated to use Writer's services or the Screenplay in any manner whatsoever. AFI shall not be obligated to produce, perform or exploit the Picture at all. If Writer delivers substantially all of the Screenplay and is not in material breach of this Agreement, payment of the compensation set forth in Paragraph 2(a) will fully discharge AFI and Director from any obligations hereunder.

7. DISABILITY, DEFAULT, FORCE MAJEURE.

Rendition of services and payment of monies hereunder shall be automatically suspended upon the commencement of any one of the following contingencies unless AFI notifies Writer to the contrary in writing:

- (a) "Disability" shall mean any interference with Writer's ability to perform fully hereunder by reason of mental physical or other disability, such as death, illness or incapacity;
- (b) "Default" shall include, but is not limited to, Writer's refusal to perform hereunder. Any statement by Writer or agent of Writer of Writer's intention not to perform shall be deemed a default, and any failure to confirm Writer's intention to comply with Writer's obligations hereunder within twenty-four (24) hours after AFI's request for such confirmation shall be deemed a default, although the time for performance under any particular obligation may not have arrived; or
- (c) "Force Majeure" shall mean any interruption of or interference with AFI operations or the preparation, production or distribution of the Picture by any cause or occurrence beyond the reasonable control of AFI, such as acts of God, strikes, labor disputes, fire, flood, earthquake, natural disaster, civil insurrection, riot, epidemic, quarantine restriction, theft, acts of war or terrorism or any other unexpected or disruptive event sufficient to excuse performance as a matter of law.

8. FURTHER DOCUMENTS.

Writer agrees to execute, acknowledge, verify and deliver any further documents pertaining to the Screenplay or any of the results and proceeds of Writer's services hereunder which AFI in its sole discretion may request.

9. MISCELLANEOUS.

- (a) Paragraph headings are for guidance only and shall not be given any effect in construing the contents of the respective paragraphs.
- (b) This Agreement shall be governed by the laws of the State of California applicable to agreements executed and to be performed fully therein.
- (c) This Agreement contains the entire understanding between the Parties as to the subject matter hereof, and all prior agreements as to such subject matter have been merged herein. Writer acknowledges that Writer has not relied on any representations not contained herein in executing this Agreement.
- (d) This Agreement may not be altered in any way except by an instrument in writing signed by the Parties.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

AGREED TO AND ACCEPTED BY:

WRITER

(Signature Line)

Name: _____

Date: _____

(Street Address)

(City/State/Zip)

(Email)

(Phone)

AMERICAN FILM INSTITUTE

(Signature Line)

Name: _____

Title: _____

Date: _____