

## WRITER'S AGREEMENT WITH PRODUCER TO WRITE SCREENPLAY

### CHECKLIST

1. Producer's name
2. Author's name
3. Is the author an Australian resident at relevant time?
4. How long is the film?
5. Provisional title
6. Writing services
  - (a) time for notification by producer for redrafts.
  - (b) time for notification to writer for further draft.
7. Execution and delivery of screenplay
  - (a) number of drafts
  - (b) delivery date of treatment
  - (c) time to discuss treatment
  - (d) delivery date of first draft
  - (e) time to discuss first draft
  - (f) delivery of second draft
  - (g) time to discuss third draft
8. Remuneration
  - (a) for treatment
  - (b) for each draft

(c) payable on commencement of film - budget cost or principal photography

(d) percentage of net profits for each draft

(e) bonuses for higher estimated budget cost

(f) dates for payment:

i) on delivery of drafts

ii) on commencement

iii) on receipt of estimated budget cost

iv) on receipt of net profits

v) deductions

vi) writer's disbursements and travelling - on top of .....

9. Discontinuance and termination

(a) producer's option to terminate at receipt of 1st, 2nd, 3rd etc draft remuneration accordingly

10. Accreditation

(a) on film

(b) on advertising

(c) what if writer drops out of agreement

(d) mutual accreditation

11. Will writer let name and likeness be exploited

12. Grant of Rights

(a) assignment or exclusive licence or licence

(b) territory

(c) period

(d) limitation of use - adaptation, alteration, substitute, add, rearrange translate, notice or consent of written?

(e) film, TV, series, trailers?

(f) merchandising?

(g) residuals?

13. Limit and duration of right of assignment by Producer
14. Where the producer fails to re-commission, what is the buy back arrangement?
15. Reversion:  
  
if film never produced after say 5 years and upon failure of producer to pay within
16. Address for notices