



WGA DOCUMENTARY SCREENPLAY CONTRACT -- APPLICATION

_____ (“Company”) has read the Writers Guild of America (“WGA”) Documentary Screenplay Contract (the “Documentary Screenplay Contract”). Company desires to produce _____ (the “Picture”) under the Documentary Screenplay Contract. Enclosed are the following documents:

- _____ Proposal for Documentary Screenplay (or Documentary Screenplay/Final Shooting Script)
- _____ Detailed Budget
- _____ Detailed Shooting Schedule (if available)
- _____ Writer Request for Application of the WGA Documentary Screenplay Contract
- _____ All Writer employment, option/purchase and purchase agreements

Company certifies that the Picture is a feature-length motion picture with an initial theatrical release, and the total budget of the Picture is not more than One Million Two Hundred Thousand Dollars (\$1,200,000).

Company certifies that all documents attached hereto and representations made in connection with this Application are true and correct. Any false or misleading statements or documents presented to the WGA shall constitute an immediate and continuing default which will automatically obligate Company to pay Writer(s) as required by the WGA Minimum Basic Agreement (“MBA”). Failure to make such payments will cause the WGA to take legal action, including but not limited to the exercise of its rights as a secured creditor.

Company understands that the WGA is unable to process this Application without all of the requested documents. Company further understands that the WGA may refuse this Application. If the WGA authorizes use of the WGA Documentary Screenplay Contract on the Picture, the WGA will send final countersigned signatory documents to the Company.

By: _____
Signature of Company Representative

Date: _____

Printed Name



WGA THEATRICAL DOCUMENTARY SCREENPLAY CONTRACT FOR FILMS BUDGETED AT \$1,200,000 AND BELOW

Writers Guild of America, West, Inc. on behalf of itself and Writers Guild of America, East, Inc. ("WGA"), agrees to modify, to the extent hereinafter set forth, certain provisions of the WGA 2008 Minimum Basic Agreement ("MBA") with respect to the employment on or purchase of the theatrical motion picture Documentary Screenplay currently titled _____
_____ ("Documentary Screenplay") written by _____
_____ ("Writer"). _____

_____ ("Company") represents and warrants that the proposed theatrical motion picture based on the Documentary Screenplay ("Picture") meets the definition of a low budget picture in Section 3 below. Further, Company agrees that the Writer is or shall be deemed a "professional writer" for all purposes under the MBA.

Company further acknowledges receipt of a copy of the 2008 MBA. To the extent the provisions herein are inconsistent with the MBA, the provisions of this Documentary Screenplay Contract ("Agreement") shall apply.

THE FOLLOWING IS AGREED BETWEEN THE WGA AND COMPANY:

1. Acceptance as Signatory Producer

Upon Company's execution of this Agreement and all MBA signatory documents, assumption agreements, and related documents required by the WGA, and upon acceptance thereof by the WGA, Company is signatory to the MBA and to this Agreement, which modifies the 2008 MBA as herein provided.

2. Definition of Documentary Screenplay

For purposes of this agreement, the parties agree the term "Documentary Screenplay" means a final script for a theatrical motion picture depicting real events or providing detailed information on specific topics through actual footage (with or without off-camera narration), on-camera narration, interviews and/or re-enactments. Examples of documentaries are *Bowling for Columbine*, *Riding Giants* and *Control Room*. The term "Non-Original Documentary Screenplay" refers to a documentary screenplay based on previously exploited material. Examples of non-original documentaries are *Enron: The Smartest Guys in the Room* and *The Endurance: Shackleton's Legendary Antarctic Expedition*.

3. Definition of Low Budget Picture/Qualifications to Produce

Company represents and warrants to the WGA that the Company will exercise its best efforts to produce the Picture as a feature-length theatrical motion picture (over 40 minutes in length) with a total production cost of not more than One Million Two Hundred Thousand Dollars (\$1,200,000).

The "total production cost" is defined as the total of all "above the line" and "below the line" costs involved in pre-production, production and post-production, including any deferred guaranteed compensation, all other direct and indirect costs and out-of-pocket overhead costs actually incurred in connection with the making of the motion picture. The only excluded costs are interest payments and contingent payments to talent. Costs incurred on account of *force majeure* events or reshooting due to faulty negatives caused by technical problems outside the Company's control shall not count toward the cost of production.

Prior to WGA's acceptance of this Agreement, Company is required to submit to the WGA the most current complete, accurate and detailed budget, all writer employment, option/purchase and purchase agreements, an outline or proposal for the screenplay, and any other relevant information required by the WGA in order to verify representations regarding the Picture. Upon availability, Company is also required to submit to the WGA the final script, the shooting schedule and updated budgets.

4. Documentary Screenplay Compensation and Payment Deferral

A. Employment

The parties recognize that Documentary Screenplays are often written subsequent to the commencement of principal photography. For purposes of this Agreement only, writers employed to write such literary material may elect to defer compensation if the following terms are met:

- Principal photography has commenced or will commence within 90 days of the signing of this Agreement.
- Deferred compensation shall be no less than MBA minimum. (See section 10.C of this Agreement for Documentary Screenplay Minimums.)

1. Writer-Directors and Writer-Producers

If the budget of the Picture is under Five Hundred Thousand Dollars (\$500,000) and the Writer is also the director and/or the producer on the Picture, all compensation owed to the Writer may be deferred under the terms described below:

Upon Company's receipt of monies from any source (including first revenues received) after the earlier of (a) recoupment of the total production cost or (b) commencement of commercial distribution, Company shall immediately, but not later than seven (7) days of receipt of such monies, pay the remaining portion of the deferred compensation to the Writer. Receipt of monies that trigger payment of deferred compensation to any other above-the-line participant shall trigger all payments owing to the Writer. At such time, the Writer shall be deemed to be employed under this Agreement.

If the budget of the Picture is Five Hundred Thousand Dollars (\$500,000) or over but not more than One Million Two Hundred Thousand Dollars (\$1,200,000) and the Writer is also the director and/or the producer on the Picture, Company shall within ten days of execution pay Ten Thousand Dollars (\$10,000) to the Writer, said monies to be applied against any deferred monies owed to the Writer.

If the Writer is a gross participant pursuant to Section 5 of this Agreement, Company may pay the Writer such deferred monies pari passu with other gross participants.

2. Writers Not Employed in Additional Capacities

If the Writer employed on the Picture is not also the producer or the director, and if the budget of the Picture is under Five Hundred Thousand Dollars (\$500,000), Company shall within ten days of execution of this Agreement pay Five Thousand Dollars (\$5,000) to the Writer, said monies to be applied against any deferred monies owed to the Writer.

If the Writer employed on the Picture is not also the producer or the director, and if the budget of the Picture is Five Hundred Thousand Dollars (\$500,000) or over but not more than Seven Hundred and Fifty Thousand Dollars (\$750,000), Company shall within ten days of execution of this Agreement pay Ten Thousand Dollars (\$10,000) to the Writer, said monies to be applied against any deferred monies owed to the Writer.

If the budget of the Picture is Seven Hundred and Fifty Thousand Dollars (\$750,000) or over but not more than One Million Two Hundred Thousand Dollars (\$1,200,000), Company shall within ten days of execution of this Agreement pay Fifteen Thousand Dollars (\$15,000) to the Writer, said monies to be applied against any deferred monies owed to the Writer.

The balance of the deferred compensation shall be due at the same time and in the same manner as for writer-directors and writer-producers, in accordance with Section 4.A.1 above.

Subject to the approval of the Writer(s), the WGA agrees the current screenplay minimum compensation is sufficient for all writing services in connection with the documentary, with the understanding the Writer's

employment on the project does not exceed 12 weeks (which may be non-consecutive). In the event that Writer's employment exceeds 12 weeks, no less than WGA minimums shall apply.

If Company fails to pay to the compensation to the Writer when due, Company shall pay interest at the rate of 1.5% per month on the unpaid monies.

Company will pay Writer for any additional writing services pursuant to the terms of the MBA then in effect.

If Writer is employed to perform writing services of any kind, Company shall pay pension plan and health fund contributions at the time the Writer's compensation is due.

3. Employment Compensation

The compensation in connection with the writing services for the Documentary Screenplay is _____.

Company and the Writer have agreed to defer payment of _____ percent of the Compensation owed to the Writer, consistent with the payment provisions in this Section 4.A.

B. Purchase of Documentary Screenplay (Literary Material)

If Company chooses to purchase a Documentary Screenplay written prior to the start of principal photography, the Documentary Screenplay Purchase Price is subject to negotiation between Company and the Writer, provided, however, that it shall be no less than MBA minimum. Company will pay Writer for any additional writing services pursuant to the terms of the MBA then in effect.

For purposes of this agreement only, Companies may purchase such literary material and defer payment of the purchase price, provided that the purchase price shall be no less than MBA minimum. (See Section 10.C of this Agreement for Documentary Screenplay Minimums.)

Upon commencement of principal photography, if the budget of the Picture is under Five Hundred Thousand Dollars (\$500,000), the Documentary Screenplay Purchase Price that is owed to the Writer may be deferred until Company's receipt of monies from any source or first revenues received after the earlier of recoupment of the total production cost or commencement of commercial distribution.

Further, upon Company's receipt of monies from any source or first revenues received after the earlier of recoupment of the total production cost or commencement of commercial distribution, Company shall immediately, but not later than seven (7) days of receipt of monies, pay the remaining portion of the deferred Documentary Screenplay Purchase Price and/or deferred rewrite compensation to the Writer. Receipt of monies which trigger payment of deferred

compensation to any other above-the-line participant shall trigger all payment owing to the Writer. If the Writer is a gross participant pursuant to Section 5 of this Agreement, Company may pay the Writer such deferred monies *pari passu* with other gross participants.

If the budget of the Picture is Five Hundred Thousand Dollars (\$500,000) or over but not more than One Million Two Hundred Thousand Dollars (\$1,200,000), Company shall within ten days of execution of this Agreement pay Ten Thousand Dollars (\$10,000) to the Writer, said monies to be applied against any deferred monies owing on the Documentary Screenplay Purchase Price.

If Company fails to pay the Documentary Screenplay Purchase Price and/or rewrite compensation to the Writer when due, Company shall pay interest at the rate of 1.5% per month on the unpaid monies.

1. Purchase Price

The Documentary Screenplay Purchase Price is _____.

Company and the Writer have agreed to defer payment of _____ percent of the Documentary Screenplay Purchase Price, consistent with the provisions of this Section 4.B.

2. Guarantee of First Rewrite

Company shall offer the first Writer the opportunity to perform the first rewrite. Compensation for the first rewrite is subject to negotiation between Company and the Writer, provided, however, that it shall be no less than MBA minimum.

Company and the Writer have agreed the compensation for the first rewrite is _____.

Company and the Writer have further agreed to defer payment of _____ percent of the compensation for the first rewrite.

If a rewrite is performed, Company shall pay pension plan and health fund contributions on both the Documentary Screenplay Purchase Price and the rewrite when the rewrite payment is due.

5. Profit Participation

Profit participation is subject to negotiation between Company and the Writer of the Picture. Company agrees to the following profit participation:

The definition of "gross profit" or "net profit" applicable to the Writer shall be no less favorable than the definitions applicable to any other profit participant, including but not limited to the producer(s) or director(s).

When the Company sends the first profit participation monies to any profit participant on the Picture, the Writer shall concurrently receive all agreed-upon profit participation monies *pari passu* with other profit participants. In order to enforce this Section, the Writer shall have the right to request financial accountings, not more often than twice per year.

6. Creative Rights

In consideration for the deferral of all or any portion of the Documentary Screenplay Purchase Price or writing compensation for an original Documentary Screenplay, Company agrees that no writer other than the Writer of the original Documentary Screenplay shall be engaged to perform writing services on the Picture unless the Writer of the original Documentary Screenplay approves in writing the hiring of a subsequent writer. The failure to adhere to this provision shall be deemed a material breach of this Agreement and shall subject Company to the payment of damages to the Writer and to the WGA.

In addition to the creative rights provisions contained in MBA Article 48, creative rights are subject to negotiation between Company and the Writer of the Picture. The Company agrees to the following creative rights:

7. Credits

Credits shall be determined by the WGA in accordance with Theatrical Schedule A of the MBA. Company further agrees that the Writer shall receive equally prominent credits and parity with producers and directors in all written and on-screen advertising, publicity, marketing and promotion of the Picture.

8. Reversion of the Screenplay

If the Picture has not commenced principal photography within eighteen (18) months of the execution of this Agreement, and if the Writer has not received at least MBA minimum for the purchase or writing under employment of the Documentary Screenplay, then all right, title and interest in the Documentary Screenplay and any revisions thereto shall automatically revert to the Writer, and Company shall have no further rights therein.

If the Picture has not commenced principal photography within eighteen (18) months of the execution of this Agreement and the Writer has received at least the applicable MBA minimum for the purchase or writing under employment of the Documentary Screenplay, then the Writer is immediately entitled to exercise reacquisition rights under MBA Article 16.A.8.d.

9. Initial Release on Television or Video

If the Picture is initially released or exhibited on television or video before it receives a bona fide theatrical release in the United States, the Picture shall be deemed to be a television motion picture for all purposes under the MBA (or the PBS agreement as applicable), either a free television film if first exhibited on free television, a pay television film if first exhibited on pay television or basic cable, or a motion picture made-for the videocassette/videodisc market if first released on video.

Within seven (7) days of receipt of monies from the sale or license of the Picture but not later than the first exhibition date of the Picture, Company shall pay the difference, if any, between any amounts paid to the Writer under this Agreement and the applicable minimum under the MBA.

If Company or its agents engage in best efforts to distribute the Picture in the domestic (U.S. and Canada) theatrical market and are unsuccessful, and if Company provides proof that a sale or license of the free or pay television rights, basic cable rights or video rights was not made prior to the completion and delivery of the film "composite" or "answer" print suitable for screening, and provided further that the Company furnishes documentation of such efforts to distribute the film in the theatrical market and other relevant documentation (including but not limited to the free or pay television, basic cable or video license agreement) to the WGA, the Picture will not be reclassified as a "free television", "pay television" or "made-for video" film, but will remain classified as a "theatrical film" for all purposes of the MBA, as modified by this Agreement.

10. Additional Responsibilities of Company

A. Reports

Company shall maintain and submit to the WGA all requested reports and budget information, including distributor and exhibitor's statements.

B. Final Cost Reports

Upon completion of principal photography, Company shall submit to the WGA a detailed report of actual expenditures and any other relevant materials required by the WGA showing the actual cost of production.

If the actual production cost of the Picture exceeds One Million Two Hundred Thousand Dollars (\$1,200,000), full payment of MBA low budget or MBA high budget purchase compensation plus any additional sums necessary to bring each writer's payment in compliance with the minimum rates required by the MBA shall become due and payable within seven (7) days of the date the Company knows or should have known the budget of the Picture increased.

C. Minimums for Low & High Budget Documentaries

Low Budget Documentary Screenplay Employment & Purchase Rates:

The following are minimum Documentary Screenplay employment and purchase rates for a Picture with a budget of Five Million Dollars (\$5,000,000) or less:

<u>Time Period</u>	<u>Original</u>	<u>Non-Original</u>
2/13/08 - 5/01/09	\$39,290	\$31,974
5/02/09 - 5/01/10	\$40,665	\$33,093
5/02/10 - 5/01/11	\$42,088	\$34,251

High Budget Documentary Screenplay Employment & Purchase Rates:

The following are minimum Documentary Screenplay employment and purchase rates for a Picture with a budget greater than Five Million Dollars (\$5,000,000):

<u>Time Period</u>	<u>Original</u>	<u>Non-Original</u>
2/13/08 - 5/01/09	\$80,427	\$65,802
5/02/09 - 5/01/10	\$83,242	\$68,105
5/02/10 - 5/01/11	\$86,156	\$70,489

11. Right to Audit

In addition to audit rights that exist under the MBA, the WGA and the Writer of the Picture have the right to audit the Company and to inspect and to photocopy records relating to the costs and revenues of the Picture in order to ensure compliance with the budget provisions of this Agreement. If an audit shows that additional monies are owed to the Writer, Company shall pay the full cost of the audit and pay all monies due plus interest at the rate of 1.5% per month from the date the unpaid sums were due.

12. General Provisions

A. Application of Agreement to Designated Picture Only

This Agreement applies to the above-entitled Picture only. The special provisions applicable to low budget theatrical motion pictures covered by this Agreement are experimental. If the WGA determines at any time that the continuance of this policy is not in the best interests of writers, the policy may be unilaterally changed or terminated.

B. Minimum Terms

This Agreement contains the minimum terms and conditions of employment to which the Writer is entitled. Except for credits for screen authorship, the Writer and Company are free to negotiate and contract for more favorable terms and conditions of employment than the minimum terms provided in this Agreement or the MBA. Only the WGA has the right to waive any of the provisions of this Agreement or the MBA.

C. Entire Agreement

The MBA and this Agreement constitute the entire understanding between the WGA and Company, and neither can be altered or modified except by a written agreement between the parties. Upon execution, this Agreement supersedes any prior understandings and agreements whether oral or written.

D. Acknowledgement

The following statement shall be incorporated in the credits of the Picture:

“Special Thanks to the Writers Guild of America”

This Agreement terminates with the expiration of the 2008 MBA on May 1, 2011.

ACCEPTED AND AGREED:

Writers Guild of America, West, Inc.
On behalf of itself and Writers Guild of America,
East, Inc.

Date

Signature of Company Representative

Date

Printed Name