



Name: _____

Address: _____

Writer Work for Hire Contract

Date: _____

To: Taunya Gren/ Metal Rat Media LLC

1180 Canyon Creek Rd., Redding, CA 96001

Assignment Description:

3 one hour spec episodes for the pilot season of the proposed TV series, Dark Shore.

RIGHTS TRANSFERRED

Work for Hire

All rights including copyrights and ownership of screenplay are transferred to Metal Rat Media LLC upon completion of payment. Copyright will be filed under the ownership of Metal Rat Media LLC but writer will receive full writer's credit within the copyright. Writer retains rights for self promotion only for a period of 5 years. Copyright of any initial works screenplay is derived from remains with the Writer at all times. If the television series has not been produced in 5 years from the date of this contract, copyright of the screenplay will be transferred to the Writer along with all applicable rights of ownership.

Terms:

1. Terms of Payment

Payment is deemed to be on "spec". When Metal Rat Media LLC receives funding for production of any of the contracted works, Writer will be granted a writers fee of 5% of the budget of the contracted works, as well as applicable writers credit on screen and in paid advertising.

2. Default in Payment

The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

3. Grant of Rights

The grant of rights is conditional on receipt of payment within 5 years.

4. Sales Tax

The client shall be responsible for the payment of sales tax, if any such tax is due.

5. Cancellation

In the event of cancellation or breach by the Client within the time schedule laid out above, the Writer shall retain ownership of all rights of copyright and the original screenplay, including any preliminary materials.

6. Warranty of Originality

The Writer warrants and represents that, to the best of his or her knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that the Writer has full authority to make this agreement; and that the work prepared by the Writer does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of the Writer's product which may infringe on the rights of others. Client expressly agrees that it will hold the Writer harmless for all liability caused by the Client's use of the Writer's product to the extent such use infringes on the rights of others.

7. Limitation of Liability

Client agrees that it shall not hold the Writer or his or her agents or employees liable for any incidental or consequential damages which arise from the Writer's failure to perform any aspect of the Project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of the Writer or a third party.

8. Dispute Resolution

Any disputes in excess of the maximum limit for small claims court arising out of this Agreement shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award of judgment in favor of the Writer.

9. Acceptance of Terms

The signature of both parties shall evidence acceptance of these terms.

Consented and agreed to

Date

Writer Name

Writer signature

Date

Producer Name

Producer signature