JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT is effective as of Date of the Agreement by and between Party contributing the script to the venture and the Name of second party to venture (individually or collectively referred to hereinafter as "Partner" or "Partners" respectively).

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. PURPOSE: Party contributing the script to the venture and Name of second party to venture hereby enter into a joint venture (the "Venture") for the term hereinafter set forth for the purpose of production and exploitation of (an original motion picture or video, or DVD, or whatever the project may be) currently entitled "Name of Project" (the "Project") based on an original script by writer of project (the "Screenplay"). Said screenplay, and/or Project and all ancillary rights therein and thereto are hereinafter sometimes collectively referred to as the "Property."

2. TERM: The term of the Venture shall commence as of the effective date of this Agreement and, unless sooner terminated in accordance with the provisions hereof, shall continue for the longer of: (a) the duration of any and all copyrights owned by the Venture in connection with the Property, or (b) the aggregate term of any and all agreements relating to the Property (the "Term").

3. NAME AND STATUTORY COMPLIANCE: The name of the Venture shall be "Name of the Venture." Upon execution of this Agreement, the Partners may sign and cause to be filed and published in city where fictitious business name will be filed and published a Certificate of Fictitious Business Name indicating that the Venture will be conducting business under said name.

Note: Add this if there is a formation of a corporation

The partners have incorporated and formed a corporation: "Corporate Name (if any)," to further the purposes of this partnership. Nothing in the by-laws of the corporation shall conflict the terms of this partnership agreement.

4. TITLE: Any and all property and assets of the Venture as well as all intangible rights, including without limitation, all copyrights, trade names and trademarks, in and to the
Screenplay, the Project and all other forms of exploitation of the Property, and all ancillary, merchandising, music and book publishing rights, shall be owned by and title held in the name of the Venture or its corporation.

5. PRINCIPAL OFFICE: The location of the principal office of the Venture shall be ______________________, or shall be at such other place or places in State where principal office will reside as the Partners shall from time to time determine.

6. NAME AND RESIDENCE OF EACH PARTNER:
   (a) Party contributing the script to the venture: address.
   (b) Name of second party to venture: address.

7. CONTRACTS AND AGREEMENTS:
   (a) All contracts or agreements to be entered into by, on behalf of, or for the benefit of the Venture must be signed by all Partners hereto, it being understood that no Partner shall have the right to bind the Venture with respect to the Property without the express written consent of the other Partner(s). It is understood that if any contract or agreement is entered into by a Partner without the express written consent of the other Partner(s), the Partner purporting to enter into such unauthorized contract or agreement on behalf of the Venture will indemnify and hold harmless the non-contracting Partner(s) from all claims, liabilities, damages and costs (including attorneys' fees and court costs) arising out of or pertaining to such unauthorized contract or agreement.

   (b) The proceeds of any contracts entered into by any officer, director or shareholder of any Partner hereto for personal services of such person as a writer, producer, director or otherwise shall belong solely to such Partner.

8. CAPITAL CONTRIBUTIONS; ADDITIONAL CONTRIBUTIONS.
   (a) It is acknowledged Party contributing the script to the venture has contributed approximately Amount of Contribution in capital needed to produce the Project; Name of second party to venture has contributed capital of Amount of Contribution. The amount of money needed to complete the project is ______________________. Both parties have contributed services.

   (b) The Partners shall not be obligated to make any additional contributions to the capital of the Venture. If a need for additional capital arises, each Partner may
contribute whatever portion of the total sum required that each elects to contribute, in its sole discretion.

(c) In furtherance of Subclause 8(a) above, Party contributing the script to the venture hereby assign, transfer and convey to the Venture all their respective rights, titles and interests including copyrights and copyright rights and all extensions and renewals thereof, in and to the original Screenplay presently entitled "Name of Project," pursuant to the terms of that Assignment attached hereto as Exhibit "A" and by this reference incorporated herein and made a part hereof.

9. ALLOCATION OF PROFITS AND LOSSES; TAX CREDITS AND DEDUCTIONS:

(a) The net profits or net losses of the Venture shall be allocated, credited or charged as the case may be, to the Partners in (specify; e.g., equal shares of fifty percent (50%) each. The terms "net profits" and "net losses" as used herein shall be defined as gross receipts received by the Venture from any and all sources in connection with the Screenplay, the Project, the Property and all uses thereof and ancillary rights thereto (including without limitation, merchandising, music and publishing), less the aggregate of all costs, charges, fees and expenses of the Venture including, without limitation, third party gross or net profit participations. For purposes of computing net profits and net losses only the costs and expenses approved by both Partners and incurred by any Partner directly on behalf of the Property or the Venture shall be a charge against and shall reduce the gross receipts of the Venture in calculating net profits or net losses of the Venture.

(b) Any and all tax credits and/or deductions to which the Venture shall become entitled shall be allocated (equally between the Partners in shares of fifty percent (50%) each).

10. BOOKS, RECORDS, BANK ACCOUNTS, CHECKING:

(a) At all times during the term hereof, the Venture shall keep or cause to be kept, at the principal place of business of the Venture or at such other place as the Venture may determine, books and accounting records for the business and operations of the Venture. Such books shall be open to inspection by the Partners, or their authorized representatives, during reasonable working hours. The accounting for Venture purposes, including the determination of "net profits" and "net losses", shall be in accordance with generally accepted accounting principles consistently applied. The Venture shall engage the services of an accountant who shall be selected with the mutual approval of both parties.
(b) There shall be maintained for each Partner a capital account and an income account. Each Partner's distributive share of profits and losses, and monthly and end-of-the-year withdrawals not previously posted shall be credited or debited to the respective Partner's income account as of the close of the calendar year. Thereafter, any debit or credit balance remaining in the income account of a Partner shall be debited, or credited, as the case may be, to his respective capital account.

(c) The Venture shall be on a calendar year basis for accounting purposes (the "fiscal year"). As soon after the close of each fiscal year as is reasonably practical, a full and accurate accounting shall be made of the affairs of the Venture as of the close of each fiscal year. On such accounting being made, the net profit or the net loss sustained by the Venture during such fiscal year shall be ascertained and credited or charged, as the case may be, in the books of account of the Venture in the proportions hereinabove specified.

(d) From time to time, but no less than annually, the Venture shall make distributions from the capital of the Venture which shall be in excess of the reasonable needs of the Venture for working capital and reserves as mutually determined by the Partners in accordance with Clause 16(a); provided, however, that so long as any Partner has any indebtedness or other outstanding obligations to the Venture, any distribution that would otherwise be made shall first be applied toward any such indebtedness or other obligations.

(e) All funds of the Venture shall be deposited in an account or accounts in the name of the Venture at such bank or banks as may from time to time be selected by the Venture. All withdrawals from any such account or accounts shall be made by check or other written instrument which shall require the signature of a representative of Party contributing the script to the venture and the signature of a representative of Name of second party to venture.

11. MANAGEMENT AND RESPONSIBILITIES OF THE PARTIES: The Partners shall have equal power, authority and control over all creative, business, financial and legal matters in connection with the Venture and the development, production and exploitation of the Property, and all subsidiary and ancillary rights thereto and all exploitation thereof including, without limitation, decisions regarding the budget, the motion picture studio and/or distributor, the name of the Screenplay and the Project, and director, cast, producer, music, writers, and the consideration for any rights granted or services rendered hereunder by Partners and others, and all decisions regarding the foregoing shall be made only by the unanimous agreement of the Partners. The foregoing provisions are not intended to prevent or prohibit any partner from engaging in discussions with third parties with respect to distribution of the Project, provided the Partner fully discloses such discussions and the parties thereto to
the other Partner and consults with same. It is further agreed that, in accordance with Clause 7(a), neither Partner shall have no right to legally bind the Venture to commitments or contractual arrangements with any such motion picture distributor on behalf of the Venture or with regard to the Property without the express written consent and signature of both Partners.

Note: This is an optional clause that may be included if applicable

12. CREDITS:

(a) Provided a Project is produced and subject to the requirements of the WGA Minimum Basic Agreement if it applies, writer of project shall be accorded writing credit on positive prints of the Project, in the main titles, on a separate card, and in paid ads and publicity concerning the Project in substantially the following form:

"Written by writer of project"

Party contributing the script to the venture and Name of second party to venture will receive credit as Producers or Executive Producer.

(b) Each of the aforementioned producers shall each be accorded equal credit on positive prints of the Picture in the main titles and in all advertising and promotion in respect of the Project as Producers or Executive Producers of the Project.

(c) Credit on other forms of works embodying the Property including, but not limited to, television programs and novelizations, shall be substantially the same as set forth in Clauses 12(a) and 12(b) above, unless agreed otherwise by the Partners.

(d) No casual or inadvertent failure of the Venture to comply with the provisions of this Section, and no failure of others to comply with their obligations to the Venture shall constitute a breach of this Agreement by the Venture. The rights and remedies of each of the aforementioned credited parties in the event of a breach of this clause by the Venture shall be limited to their rights, if any, to recover damages in an action at law and in no event shall they be entitled by reason of any such breach to terminate this Agreement or to enjoin or restrain the production, distribution or exhibition of any production (motion picture, television, or otherwise) produced pursuant to this Agreement.

13. WARRANTIES, INDEMNIFICATION:

(a) Each Partner hereby warrants and represents to the other(s) that it:
(1) Has the right and capacity to enter into this agreement;

(2) Shall not encumber or sell any property, assets or intangible rights of the Venture without the written consent of the other Partner(s);

(3) Shall not assign, mortgage, hypothecate or encumber his, her or its interest in the Venture without the written consent of the other Partner(s);

(4) Shall not loan any funds or extend the credit of the Venture to any person or entity without the written consent of the other Partner(s);

(5) Shall not incur any cost, expense, liability or obligation in the name or on the credit of the Venture without the written consent of the other Partner(s);

(6) Each Partner hereby indemnifies and holds harmless the other Partner from and against any and all claims, liabilities, damages and costs (including but not limited to reasonable attorneys' fees and court costs) arising from any breach by such Partner of any representation, warranty or agreement made by such Partner hereunder.

14. EXCLUSIVITY: None of the Partners shall be exclusive to the Venture and each Partner may develop other properties and engage in other activities in the motion picture and television industries separate and apart from the Venture and the other Partners. However, it is agreed by the Partners that each Partner shall devote as much time as shall be reasonably necessary to fulfill his, her or its duties and obligations in connection with the Venture and the Screenplay, Picture or Property, subject, however, to their availability.

15. DISSOLUTION AND TERMINATION OF THE VENTURE:

(a) The Venture shall be dissolved and terminate and its business wound up upon the first to occur of the following:

(1) The expiration of the term referred to in Clause 2, above;

(2) Mutual agreement of the Partners;

(3) Operation of law;

(4) Material breach of this Agreement by any Partner(s), which breach is not cured within (e.g., fifteen (15) days) after written notice thereof from the non-defaulting Partner(s); provided, however, it is understood that only the non-defaulting Partner(s) shall have the right to terminate the
Venture pursuant to this Clause 15 (a)(4). Such termination shall not release the defaulting Partner(s) from any obligations or liabilities to the other Partner(s), whether pursuant to the provisions of this Agreement or at law or in equity.

(b) Upon termination of the Venture, the business of the Venture shall be wound up and assets and properties of the Venture shall be liquidated. Upon the happening of any one of the events mentioned in Clause 15(a) hereof, the Venture shall engage in no further business, other than that necessary to protect the assets of the Venture, wind-up its business and distribute its assets as provided herein.

16. DISTRIBUTIONS:

(a) Distributions Other than Upon Liquidation: Distributions of available cash shall be made at such times and in such amounts as in the discretion of the Partners, the business, the affairs and the financial circumstances of the Venture permit.

(b) Distribution of Assets on Dissolution and Liquidation: Upon any dissolution and liquidation of the Venture, the assets of the Venture shall be liquidated in an orderly manner (subject, however, to the terms of Clause 16(c) hereof), with a view toward maximizing the proceeds from such liquidation, and the proceeds thereof shall be distributed in the following order of priority:

(1) The expenses of liquidation and the debts of the Venture, other than debts owing to the Partners, shall be paid;

(2) Debts owing to the Partners, if any, shall be paid;

(3) Distribution shall be made to the Partners of amounts equal to their respective capital account balances, if any, which shall be made in the ratio of their respective capital account balances;

(4) Any funds remaining after the amounts described in the foregoing Clauses (1), (2) and (3) have been paid shall be distributed to the Partners in the proportion in which the Partners share the net profits of the Venture at the time of such distribution.

If the Partners have not sold the assets of the Venture, except as otherwise provided in Clause 16(c) hereof, within two (2) years following dissolution, then there shall be distributed to the Partners as tenants in common, subject to the foregoing Subclauses (1), (2), (3) and (4) of this Clause 16(b), undivided interests in the assets of the Venture, as valued and constituted on that date.
(c) However, it is understood and agreed that upon dissolution of the Venture, if all the rights in the Property have not been disposed of by the Venture prior to such dissolution, then any and all copyrights and copyright rights ancillary thereto of the Venture in and to the Screenplay and the Project shall be promptly transferred to and belong in shares of fifty percent (50%) to **Party contributing the script to the venture** and fifty percent (50%) to **Name of second party to venture**, respectively, as tenants in common, and in furtherance thereof the Partners hereto agree to promptly execute all necessary and proper assignments and/or other documents to effectuate said transfer.

17. GAIN OR LOSS DURING DISSOLUTION: Any gain or loss arising out of the disposition of assets of the Venture during the course of dissolution shall be borne by the Partners in the same proportions as such gain or loss was shared by the Partners hereunder immediately prior to the dissolution.

“All contracts and agreements are suggested boiler plates. They should not be determined to be legal and binding without consulting an attorney for an Opinion.”

18. OPPORTUNITIES AND CONFLICTS OF INTEREST:

(a) Any of the Partners may engage or possess an interest in any other business venture of every kind, nature and description, including ventures or enterprises which may be competitive in nature with the Venture, and neither the Venture nor any of the Partners shall have any rights in and to said business ventures, or to the income or profits derived therefrom.

(b) No Partner shall be obligated to offer any investment or business opportunities to the other Partners or to the Venture. Any Partner may invest or otherwise participate in such opportunities without notice to the Venture or to the other Partners, without affording the Venture or the other Partners an opportunity of participating in same and without any liability whatsoever to the Venture or to any other Partner. Each Partner hereby waives any right he may have against the other Partner(s) for capitalizing on information learned as a consequence of his connection with the affairs of the Venture.

19. DEATH, INCAPACITY, DISABILITY OF A PARTNER:
(a) Upon the death, legal incapacity or total disability of a Partner leaving the other Partner surviving, this joint venture shall not dissolve but shall continue as a limited partnership with the successor(s) in interest of such deceased, incapacitated or disabled Partner as a limited partner thereof, which limited partner shall not be entitled to vote on partnership matters or participate in the management of the partnership business except that such limited partner's written approval and signature shall be required for any sale or other disposition of the Property.

(b) If in the opinion of legal counsel for the deceased Partner, the joint venture interest of such deceased, incapacitated or disabled Partner cannot be converted to a limited partnership interest without adverse tax consequences, then upon the death, incapacity or disability of such Partner, this joint venture shall not dissolve but shall continue with the remaining Partner and the legal representative(s) or successor(s) in interest of such deceased, incapacitated or disabled Partner, which legal representative or successor(s) in interest shall thereafter be deemed a Class B Partner in the Venture. Such Class B Partner shall be entitled to the same economic rights, preferences as to distribution, capital and profits interest in the Venture as was the deceased, incapacitated or disabled Partner, including the right to approve all withdrawals; provided, however, that such Class B Partner shall not be entitled to vote on Venture matters or to participate in the management of the Venture business, except that such Class B Partner's written approval and signature shall be required for any sale or other disposition of the Property.

20. MISCELLANEOUS:

(a) Notices: All such notices which any party is required or may desire to serve hereunder shall be in writing and shall be served by personal delivery to the other parties or by prepaid registered or certified mail addressed to the parties at their respective addresses as set forth in Clause 6 hereof, or at such other address as the parties may from time to time designate in writing upon the books of the Venture. Notice by mail shall be deemed received one (1) day after deposit in the United States mail.

(b) Arbitration: Any controversy or claim arising out of or in relation to this Agreement or the validity, construction or performance of this Agreement, or the breach thereof, shall be resolved by arbitration in accordance with the rules and procedures of AFMA, as said rules may be amended from time to time with rights of discovery if requested by the arbitrator. Such rules and procedures are incorporated and made a part of this Agreement by reference. If AFMA shall refuse to accept jurisdiction of such dispute, then the parties agree to arbitrate such matter before and in accordance with the rules
of the American Arbitration Association under its jurisdiction in City of Arbitration before a single arbitrator familiar with entertainment law. The parties shall have the right to engage in pre-hearing discovery in connection with such arbitration proceedings. The parties agree hereto that they will abide by and perform any award rendered in any arbitration conducted pursuant hereto, that any court having jurisdiction thereof may issue a judgment based upon such award and that the prevailing party in such arbitration and/or confirmation proceeding shall be entitled to recover its reasonable attorneys' fees and expenses. The arbitration will be held in City of Arbitration and any award shall be final, binding and non-appealable. The Parties agree to accept service of process in accordance with the AFMA or AAA Rules.

(c) This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of State Laws governing agreement applicable to agreements executed and to be wholly performed within such state.

(d) Nothing contained in this Agreement shall be construed so as to require the commission of any act or the payment of any compensation which is contrary to law or to require the violation of any guild or union agreement applicable hereto which may, from time to time, be in effect and by its terms controlling of this Agreement. If there is any conflict between any provision of this Agreement and any such applicable law or guild or union agreement and the latter shall prevail, then the provisions of this Agreement affected shall be modified to the extent (but only to the extent) necessary to remove such conflict and permit such compliance with law or guild or union agreement.

(e) No waiver by any party hereof of any failure by any other party to keep or perform any covenant or condition hereof shall be deemed a waiver of any preceding or succeeding breach of the same or any other covenant or condition.

(f) This Agreement may not be amended or changed except by a written instrument duly executed by each of the Partners.

(g) Each Partner shall execute and deliver any and all additional papers, documents and other instruments and shall do any and all further acts and things reasonably necessary in connection with the performance of his, her or its obligations hereunder to carry out the intent of the Venture.

(h) The remedies accorded herein or otherwise available to the Partners shall be cumulative and no one such remedy shall be exclusive of any other and the exercise of any one shall not preclude the exercise or be deemed a waiver of any other remedy nor
shall the specification of any remedy exclude or be deemed to be a waiver of any right or remedy at law or in equity which may be available to a partner including any rights to damages or injunctive relief.

(i) Any and all consents and agreements provided for or permitted by this Agreement shall be in writing and a signed copy thereof shall be filed and kept with the books of the Venture.

(j) This Agreement contains the sole and only agreement of the Partners relating to the Venture and correctly sets forth the rights, duties and obligations of each to the other(s) as of its date. Any prior agreements, promises, amendments, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

(k) No Partner shall sell, assign, mortgage, hypothecate or encumber his or her interest, or any portion thereof, in the Venture without the prior written consent of all Partners.

IN WITNESS WHEREOF, this Agreement is executed as of the date and year first above written.

"Party contributing the script to the venture"

"Name of second party to venture"

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