ScreenCraft Presents

How to Train Yourself to be Ready for Screenwriting Success
Introduction

By Ken Miyamoto

Welcome to ScreenCraft’s How to Train Yourself to be Ready for Screenwriting Success!

Are you going to be ready if your screenwriting manages to draw the film and television industry attention you’ve been striving for? It’s an essential question that the average screenwriter doesn’t bother to ask themselves — but one that must be given a lot of thought if you really want to be a professional screenwriter.

You’ve honed your craft. You’ve written some fantastic scripts. You’ve won a contest or fellowship and managed to parlay that into film and television industry calls and meetings. And believe it or not, they’ve said YES. They want to hire you onto the writing team of a major show, or they want to assign you to write a feature film.

Screenwriters are so used to rejection that they forget that — holy crap — this might actually happen!

Cynics will say that seeing success in Hollywood on any level — as far as getting paid to write — is like winning the lottery, so don’t get your hopes up. That’s just not true. Whether it’s a ScreenCraft competition winner like Lindsay Golder getting staffed on a major network show like Fox’s The Mick, or yours truly getting meetings at nearly all major studios early on in his career and then managing to nab a Lionsgate deal — and then later a miniseries assignment with a name cast — while living 2,000 miles away from Hollywood, it actually can and does happen.

Novice writers are pursued, desired, and hired more often than you’d think. And when it does happen, it happens fast. It’s a whirlwind experience, and before you know it, you are thrown into the Hollywood fire of development and screenwriting. If you’re not prepared to take that heat, you won’t be in that Hollywood kitchen very long.

Here we’ve collected some of the best screenwriting advice to help train you to be ready for success once Hollywood finally comes calling for you.
“Do I need an agent if I have a manager?”
“Do I need a manager if I have an agent?”
“Do I need both?”
“What’s the difference between the two?”

When you’ve managed to attain some success, representation comes into play. When you are offered a paid option, acquisition offer, or development deal, you need to have representation to broker the deal. If you are in that situation and don’t have an agent, manager, or entertainment lawyer yet, the company you’re dealing with will often have the connections to pair you with one of each. If it’s a smaller company, you can go at it alone. However, agents and managers are keys to your future career. They get you through the door. They get you into meetings. They get you assignments. They shop your work.

Managers are usually there from the beginning of your career. They help you develop additional drafts of the script(s) that got you their representation, and they help you to decide and develop what will come next. They read every draft and sometimes will ask for more and more drafts until the script is finally precisely where it needs to be. Then they take it out onto “the town” to shop for interest.

Agents can also take a dedicated role in the development of the scripts, but they are primarily there to handle the implementation of the business side of things, like negotiations, packaging, getting their clients onto assignments, etc.

The big differences between the two beyond that?

Agents cannot attach themselves as producers of any given script that they represent. Managers can, and these days often do.

Managers cannot negotiate deals. That’s the agent’s job — or an entertainment lawyer. While managers certainly know the various deals and can work on them to a certain level, in the end, only agents and entertainment lawyers can handle that for the clients.

When the time comes to sign a contract, despite the percentages of your contract money that you’ll have to share, take every opportunity you get to sign with a manager AND an agent (as well as an entertainment lawyer). Don’t pass up the chance to sign with representation because, in the long term, it will cost you if you don’t.
Chapter 2: How to Negotiate a Screenwriting Contract Without Representation

Despite what Chapter 1 covered, you don’t always need an agent, manager, and entertainment lawyer to broker a screenwriting deal — but with that statement comes a necessary context to be applied. If you fall within that specific context you’ll see that you surely can — and often need to — negotiate your deal without representation.

Perspective and Context

First and foremost, you do need at least an entertainment lawyer — preferably along with an agent — to negotiate a contract with any major studio or major production company, with very few exceptions. The legalities involved on their end are serious business, primarily since they are WGA (Writers Guild of America) signatory companies that have to abide by the latest agreements.

Here’s the interesting thing to consider though: Many professional screenwriters out there — those making at least some money screenwriting — don’t write directly for major studios and major production companies. Many are working for independent producers, smaller production companies, and smaller distributors.

The top one-percenters are those writing the big movies on assignment, making continual six to seven figures per contract. While that is the highest of highs to strive for, it’s certainly not the reality for most screenwriters. In fact, it’s certainly not the reality for a majority of WGA members either.

Hollywood screenwriter John August (Go, Charlie’s Angels, Big Fish, Charlie and the Chocolate Factory, Corpse Bride) stated on his blog, “There’s no guarantee you’ll have a second writing job. I haven’t seen numbers, but my hunch is that a substantial portion of new WGA members aren’t getting paid as screenwriters two years later.”

For independent films, Direct-to-DVD/Blu-ray/Streaming movies, and other projects outside the realm of major studios and major production companies, contract negotiations are like the Wild West where almost anything goes.

Before we move on to how you can negotiate your own contracts, we have to look at the two markets you’ll be doing so within.
The Wild West of the Film Industry

We read about the deals and goings-on of screenwriters, representation, producers, and production companies in the trades. Even though the trades write about such deals every week, there are double or triple the amount of deals happening on the fringe of the film industry that are never reported.

Non-WGA signatory production companies in the United States and abroad are hiring screenwriters left and right. When you go to any streaming channel and see the endless stream of “B” action, comedy, drama, and horror movies, you’ll get an idea of how many projects are truly being made just outside of the Hollywood system — and outside of the WGA’s reach.

The types of movies within this Wild West platform — most of which star B, C, and D-list actors — are being produced under budgets that range from $1 million to sometimes upwards of high tens of millions of dollars, depending on who is attached to star and what foreign territories are pre-sold. That’s how stars like Nic Cage, Jean Claude Van Damme, and even Steven Seagal are still making profitable movies today.

The Indie Market

Independent films began to take on a whole new meaning — with much more grandeur — when the 1990s indie boom hit. The indie market has become the direct secondary market in Hollywood. It has created a shift in how films are being made, which gave birth to the aforementioned Wild West platform as well.

The major studios are no longer behind a majority of produced movies. They handle the franchises, the tentpoles, the blockbusters, and the highbrow biopics and epic true stories. The films beyond those? The indie market develops and produces them, either in partnership with studios or through acquisitions made by the studios after the movies are developed or produced.

Indie films star unknown actors or are used as Oscar bait prospects for bigger stars.

The budget range can be as low as $7,000 and as high as tens of millions of dollars as well.

Prime examples for the lower end of that spectrum are indie hits like Primer, which was made for just $7,000 and Paranormal Activity, which was produced for just $15,000. The first only garnered $420,000 at the box office, but became a huge cult hit. The second created a $400 million franchise. And those are the top one percent success stories.

Most film festival hits — and later Oscar contenders — are indie projects later acquired by studios for distribution. They are financed independently, whether it’s for ten
Can You Really Negotiate On Your Own?

If you can get an agent or entertainment lawyer, go for it. That’s the best case scenario. But sadly, that best case scenario encompasses only a minority of the actual screenwriters in the world — especially these days.

Getting representation is hard.

Managers are easier to attain, but they don’t handle negotiations as an agent or entertainment lawyer can.

So more often than not, most screenwriters in the world — even those managing to make at least some money — have to go it alone.

Most cynics will say, “Screenwriters in the Wild West platform and indie markets only write for no money.”

It’s just not true — unless you let yourself be taken advantage of.

The key element to negotiating your contract is to do everything you can to get everything you can.

While you can certainly handle things on your own, you do need to make sure that you’re dealing with reputable companies and individuals. In my deals, I’ve never been taken advantage of in any way, shape, or form. You have to be able to smell a scam a mile away.

Most reputable companies in this context will have all of the necessary contracts. They’ll have their lawyers draft contracts that are particular to your negotiated deal. And in the case of smaller indie films that don’t have such representation, you have to be smart and choose who you work with wisely.

Don’t Work For Free… When You Can Help It

It’s tempting. You’ve struggled for so long, and now someone either wants you to write the script for a film they are going to produce, or they want to produce your script that they’ve stumbled upon. These people are often close friends, peers, or acquaintances. Sometimes your networking at film festivals will pair you with that special filmmaker or indie producer that gets what you are writing.

They want to produce your script — assignment or not. They have the means to do it, whether it’s $10,000 or $300,000. Or maybe even more.

They’ll always say that the budget is tight — and it usually is. However, that in no way,
They'll always say that the budget is tight—and it usually is. However, that in no way, shape, or form means that you can't get paid. It's very tempting. And make no mistake, those friends, peers, and new found “besties” will likely ask you to write for free in return for onscreen credits. It's even more likely that they'll assume that you'll do so without having to even discuss it.

Stop. You deserve something. Just like the sound guy deserves their fee, or the DP, or the grip, or the cast. Don't sell yourself short just to see your name on a screen.

So how do you go about doing that? What are you worth?

**For Bigger Indie Budgets, Use the WGA Low-Budget Minimums**

The Writers Guild offers a Low Budget Agreement for narrative theatrical films. These contract guidelines are designed to meet the demands of the low-budget film industry and ensure rights and benefits for writers of films budgeted at $1.2 million or below.

If you’re a guild member, you can work under these low budget minimums to find work that is more likely to actually get produced. If you’re not a member of the guild, you can use these guidelines as a barometer for your own negotiations with those smaller producers and production companies.

The Writers Guild Low Budget Feature minimum for any budget under $200,000 is $12,205. The minimum film budget to qualify is $48,819.

So the minimum screenwriter compensation for a film under $200,000 is 25% of the general guild minimum for an original screenplay, according to the standard [WGA Minimums Agreement](#) — $72,662. For a non-original screenplay, the general guild minimum is $63,581. Your barometer in these cases is 25% of those general numbers that don’t fall under the Writers Guild Low Budget Feature minimum for any budget under $200,000, depending on the circumstance.

As the budgets rise above $200,000, but still below $500,000, the share increases to 50% of the general minimum, which amounts to $24,410.

The [WGA Low Budget Agreement](#) also offers you something to point to, in terms of communicating proven barometers to the producer you are negotiating with.

When you present them with this information, it’s the clear starting point where you can gauge “where they are at” and how tight their budget is. You may not get the $12,205 for that $200,000-budgeted film, but you’ll have raised the bar for negotiation.

But what if they can’t afford to give you that much? What’s the next option?

**For Lower Indie Budgets or Productions with Budget Constraints**
Filmmaking is hard. It costs a lot of money to make an average film look average, let alone great. Equipment rental costs, individual crew member costs, transportation costs, talent costs, insurance costs, etc.

Some productions don’t have the room to pay five figures for a screenwriter. This is especially true with smaller independent productions.

But that doesn’t mean you should be working for free.

The next barometer to follow is the **2% Rule**.

The 2% Rule is a term based on the consensus that screenwriters should be paid between 2% and 5% of the film budget. For smaller indie productions that have budget constraints, it’s best to aim low. 2% is the way to go.

So if you are attached to an indie film that has a micro-budget of $10,000, you can easily ask for at least $200. Since that is a pretty low figure, you can also consider negotiating up to 5% to make $500.

A check is a check.

If they’ve managed to scrounge $100,000 for a feature indie, that’s at least a solid $2,000 for you.

You can certainly do the rest of the math for any given budget.

When you pitch them a specific benchmark, not only do you sound professional and in-the-know, but you’re also giving them a realistic formula to work with.

But what if you’re both early in the process and the money hasn’t been raised yet?

**Early Bird Contracts**

Sometimes you don’t know what the budget is going to be before you start working on the script or maybe the filmmaker is taking a script you’ve already written and pitching it to investors or crowdfunding it.

A contract and deal have to be made as early in the process as possible — otherwise you lose some leverage.

Ask the filmmaker or producer what type of budget they are shooting for. You may likely hear a response, *Whatever we can get.* If you hear that response, the project doesn’t have that much weight.

If you’ve managed to partner with a filmmaker or producer that knows what they are doing, they’ll likely have a Plan A and Plan B.
Plan A might be them trying to get investors to pony up $100,000. Plan B might be them paying for the movie out of their pocket (credit card) for $10,000.

The secret to getting paid under this uncertainty is to write two levels of compensation within the contract. The contract would stipulate that if the budget is $10,000, you’ll get your $200 — if the budget is $100,000, you’ll get your $2,000. Yes, you have to partner with someone that you trust, and there must be some transparency on their end as far as the funds coming in, but this allows you the ability to take care of yourself in both situations.

... Or Take What They Offer and Run

You always want to avoid over-negotiating. That’s something to be left for professionals that know what they are doing — agents and entertainment lawyers.

Use the above barometers, but always be ready and willing to accept a good deal. Sometimes you’re not worth what you think you’re worth in any given scenario, but you always need to be aware that you’re worth something. You are. You’re the screenwriter. There is no film without the words you write, the characters you conjure, and the worlds you create.

Negotiating your own terms and contracts is often a rite of passage as you work your way up that totem pole. The best case scenarios have screenwriters acquiring managers that can connect them with agents and entertainment lawyers when a deal is present, but that’s sadly not always the case.

Use these guidelines if you’re not dealing with WGA signatory companies and are just trying to get a solid paid writing gig. When you move up the ladder and start dealing with major studios and major production companies, that’s when those agents and entertainment lawyers will really come into play.

And as we mentioned before, if you suddenly find yourself with an offer from the majors, but don’t have representation, they’ll usually direct you to a solid agent and entertainment lawyer that they’ve dealt with before.

Until then, you’re on your own — so be ready.
Chapter 3: What Are Your Protected Rights as a Screenwriter?

The WGA negotiates rights that are part of the collective bargaining agreement — the Minimum Basic Agreement (MBA) — which covers most work done by Guild members and must be followed by WGA Signatory Companies.

Writers Guild members must abide by what is known as Working Rule 8, which states that members are only to work for, and sell or option literary material to, companies that have signed a collective bargaining agreement with the Guild; which means that guild members have to work with signatory companies and those signatory companies have to abide by the MBA statutes.

When screenwriters deal with independent producers and production companies that aren’t WGA signatories, these specific rights within the MBA do not apply. That’s when you see screenwriters working for free or very little compensation compared to what is guaranteed by the MBA. So understand that if you’re in that situation, you can only use the MBA as a guide to your compensation working with non-signatory companies and individuals.

But let’s assume that you’ve thankfully gotten to a level where you’re dealing with legitimate signatories.

Copyright

The copyright holder of any given property — in this case, the screenplay — has exclusive ownership of five rights:

1. Reproduction of Copies
2. Distribution of Copies
3. Performance Rights
4. Public Display Rights
5. The Right to Prepare Derivative Works

As a screenwriter writing an original spec script — a screenplay written under speculation that you will sell it to someone — the moment you write the script is the moment that you own the copyright of it, which includes all exclusive ownership rights mentioned above.

You no longer need to have an actual copyright declaration symbol (©) for the United
States and Europe.

This was necessary under the Universal Copyright Convention, for which the U.S. was a member of. The Berne Convention stipulated that copyright automatically vests on the creation of a work without the need to have a copyright declaration. The U.S. placed itself under that banner in 1989. There are still quite a few countries that are not members of Berne, so it is probably useful for writers in foreign countries to research their territory to ascertain if the symbol is needed on their script.

For more secure copyright, a filing with the U.S. Copyright Office is an option. Know that such a copyright is only applicable to how that draft of the screenplay that you submitted appears then and there. Variations of it beyond that are not covered. Insiders have said that U.S. Copyright is more applicable on the studio end of things, where they use it to obtain specific remedies for breach. Studios choose to register their script acquisitions and options to put other studios and companies on constructive notice regarding their involvement and ownership.

When you sell a script to a company or individual, you legally transfer your copyright ownership to them, dictated in the signed agreements. There are exceptions written into copyright law that allow the writer to revoke all transfers at a later date and resell the rights. This often occurs if the original writer dies and their estate is being handled (see an entertainment lawyer for more details).

Separation of Rights can come into play as well, where elements of copyright are negotiated on different levels. You can refer to the WGA site for those details.

Finally, the WGA does offer a service where you can register literary material with them. The fee is currently $10 for members and $20 for non-members. This registration is nothing more than a virtual and physical timestamp recording the date of registration if there is ever a dispute over authorship. This is not applicable in actual state courts, but through arbitration agreements that are usually written into contracts where writers agree that if there is ever a contractual dispute, an arbitration hearing will handle the circumstances and eventual decisions. Many entertainment lawyers think otherwise, mind you, believing that WGA registration is nothing more than a way for the guild to generate funds. You are the “judge” on that in the context of your own situation.

Overall, how you protect yourself and your screenplay is up to you. Beyond the legalities, the reality of the situation, as mentioned above, is that studios and companies in Hollywood don’t want to be sued. It’s cheaper for them to purchase your screenplay, have the copyright signed over to them, and then produce it, as opposed to stealing it, producing it with any variations, and then having to deal with bad press and profit shares as a result of a lawsuit.

Guild and U.S. Copyright registrations aren’t a requirement to market your script. But if you’re worried, they can offer you some added protection and peace of mind. You could just as easily rely on the time stamps within your computer for each script file and obtain
just as easily rely on the time stamps within your computer for each script file and obtain witnesses by sending the script to your manager, agent, producer, etc. From what we’ve heard from insiders, that’s all you really need to do.

**Rights During Development**

Often known as the dreaded development hell, writers have specific rights during this process. The term development stipulates the time before production of any acquired screenplay. Development is well before pre-production and usually entails months, and sometimes years, of work before the financing for any production is given.

It’s basically the rewrite phase but under the direction of a producer, development executive, etc.

**Spec Script Rights**

If an individual or company options your work, the MBA guarantees you the right to undertake the first rewrite during that option period, which is usually six months to a year. During this time, the writer is employed by the powers that be in that respect. You, the screenwriter, can always waive this right, but it would be smart to avoid doing that because it could also affect your right to get paid for additional rewrites in the future.

If an individual or company purchases your work, thus acquiring your original feature or teleplay, you have the right to the first rewrite in that scenario as well, unless you waive that right. By law, they can’t force you to surrender that right or use a possible waiver on your behalf as a negotiation point for your contract. A waiver must be freely granted by you, the screenwriter.

**Original Assignment Rights**

When you’re hired to write an original assignment for features or television — hence, you’re not being utilized to rewrite a pre-existing script — you can be replaced after the first draft if the rights holders want to bring on a different writer. The MBA does specify that a senior production executive must meet with you in a timely fashion to discuss such an occurrence. Regardless, the point to take away here is that when you write on assignment, you can be replaced.

Also note that when you sign a contract, the contract will typically stipulate that you receive certain payments per draft. If you’re replaced, you won’t get the whole contract’s monetary compensation — only that for which you’ve worked on.

If you’ve managed to stay on as the writer for additional drafts, you will also have the added benefit of another rewrite if and when a director or principal actor is attached. You will be offered the first opportunity to perform revisions if that happens. This right expires three years after delivery of the first writer’s first draft, or final set of revisions, whichever occurs first, so it’d be smart to negotiate an extension or elimination of the three-year limitation if you have the means to do so through representation or through your own negotiations.
This all, of course, depends on the contract at hand as they often vary. The MBA does at least offer screenwriters the basic minimums that signatories have to follow. But those are just the minimums, as most contracts are negotiated to offer more.

**Consultation Rights for Script Notes and Requested Changes**

An interesting inclusion within the MBA stipulates that the writer has the right to receive direct explanations for all notes they are given. This prevents you from having to apply notes and changes without reasons why and without the chance to discuss.

**Assignment Pitching Rights**

When a studio or company is looking to assign a writer(s) to a project, they usually send notice to agencies and management contacts. Multiple writers and writing teams will be given a chance to pitch their take on the assignment.

The MBA offers you the right to ask the approximate number of other candidates. This affords you the chance to know the stakes at hand.

**Script Cover Pages During Development**

During development, many writers may have been attached at one time or another. However, the final credits of the projects are not determined until much later in the process after the project has been produced (but obviously before the film is released).

So the MBA stipulates that the cover page must include the name of the first writer followed by the word “revisions”. Then the names of all subsequent writers are to follow, indicated by putting the words “current revisions by” followed by the writer’s name and the date the material is submitted to the company.

**Your Rights if the Studio or Company Is Sued**

If there’s a copyright infringement lawsuit or any other action that is filed or threatened, take comfort in knowing that the company must pay attorney fees and travel expenses for depositions or court hearings, and the cost of copying documents from your files. You, the screenwriter, would be covered under their errors and omissions insurance policy. You would thus be indemnified against damages and legal expenses, including attorney’s fees, and would be relieved of liability.

**Rights During Pre-Production and Production**

Regardless of what you may have heard, screenwriters can still play an important role when a film has been greenlit and goes into production. This isn’t always the case, but the MBA offers some protection in that respect.

**Producer and Director Meetings**

For theatrical motion pictures, pilots, movies-of-the-week, and miniseries, you have the right to meet with a producer to discuss the project at hand before a director is attached.
The MBA uses the phrase “meaningful discussion of the translation of his/her vision to the screen”, which means that you’ll have the right to discuss all aspects of the movie, including tone, location, casting, choice of director, etc.

This allows you to have a continued say in your vision of what you’ve just written. This doesn’t mean that they have to abide by your preferences. Rather, it allows for the opportunity of additional collaboration.

When a director is attached, whatever writer is currently under contract for the project will meet with the executive producer and the director to further discuss the project.

In both situations, if the company believes that your inclusion in the production process should continue, you will be considered for an additional contract.

**Cast Readings of the Script**

The MBA states that it is the preferred practice that the director invites the currently employed writer to the first cast reading.

While this isn’t necessarily a right, the MBA does list it as a preferred practice. If this happens, the writer should only share notes with the director in private, as opposed to speaking to the whole cast reading group.

**Visiting the Set**

Believe it or not, writers are usually welcome on the set. A new provision in the 2001 MBA addressed the right of a writer to visit the set during production.

So if you’d like to visit the set of your film, what you need to do is contact the producer or executive that you’ve dealt with and make an official request for you and guests to be allowed onto the set during production. However, the director — the captain of the ship — has the contractual right to refuse such a visit for any number or reasons.

**Covering Location Expenses**

If you are still employed through production and have been asked to be on location during filming, the company must cover all travel expenses, which include first-class travel, board, and lodging. Any additional writing services authorized by the company while on location must be compensated.

**After Production Rights**

The journey doesn’t end for the screenwriter when they type THE END or when the production wraps.

**Cast and Crew Events**

You have the right to be invited to all cast and crew events. The company is not required to pay for your travel and overnight expenses, mind you, but you can negotiate for such inclusions (see below).
Right to View Cut of Film

As a contributing screenwriter, you have the right to view a cut of the film. This falls under a “Writer’s Viewing Period” that is set up by the company with enough time allotted for the writer’s reactions and notes to be offered up and applied — if approved.

Sneak Previews

All credited writers must be invited to the first sneak preview — if any are being held in the Los Angeles area. You should be given five days notice, and once again, your travel and overnight accommodations for such a screening would not be covered by the company. It is not a breach of contract if there is an oversight, so the writer should contact the company after production wraps to stay in the loop.

Premiere, Press Junkets, and Festivals

Credited writers will be invited to attend the domestic premiere or the domestic film festival at which their film is first exhibited — unless notified otherwise by the company. They will furnish you with transportation and accommodations, but only if you are required to travel more than 150 miles to attend the premiere, festival, or press junket.

Copy of the Film

Credited writers are guaranteed a copy of the film. While the WGA site uses the word videocassette, it’s more than likely that it will be a DVD or Blu-ray.

Copy of the Shooting Script

Credited writers are guaranteed a copy of the shooting script.

Credit Rights

The company is required to abide by the Guild’s determination of writing credits in accordance with the provisions of the credits schedules of the MBA. These provisions detail how the credit will appear on screen during the sequence of credits, as well as the appearance in ads, publicity, etc.

If for whatever reason you choose to use a “reasonable” pseudonym, you have that right if the request is made within five business days after credits have been finalized. One stipulation in the MBA does state that this only applies if you were paid less than $200,000 for writing services on the movie.

Negotiations

All of these rights represent the minimum of what is offered by the provisions in the MBA. You, the screenwriter, can negotiate with whatever company you are dealing with to receive more rights, more compensation, and more detailed assurances that the MBA brings up in its preferences.

What we’ve covered here is just a broad stroke peek into what rights you have as a
screenwriter. CLICK HERE to read additional details.
Chapter 4: What Happens After You Sell a Screenplay?

The most common screenwriting questions usually address the desire to learn how to get a screenplay read by an industry insider, how to attain representation, and then, of course, the secrets behind how to actually write a screenplay worthy of either of those opportunities.

But oddly enough, what screenwriters usually don’t ask is, “What happens after you sell a screenplay?”

It has almost become a question that runs parallel to the eternal fantasy inquiry, “What would you do if you won the lottery?” Nobody really has a concrete answer because the thought of winning the lottery is equal to the thought of never having to worry about anything again. You’re rich, and all of your problems are solved, right?

Many screenwriters believe the same thing about selling a screenplay. You’re rich, and all of your problems are solved, right?

So let’s take some time to tackle this difficult but important question. And it’s a difficult question because there are so many factors to consider.

What production company bought the script? Who are they connected with? Are they signed to a development/term deal with a major studio? Is the production company an arm of a major Hollywood talent, such as a director or actor?

Congratulations, You’ve Made It to the Show

We’ll first assume that you’ve written a great script that has turned some heads within the industry — be it through a screenwriting competition, networking, or any other blessed scenario.

We’ll also assume that you managed to garner representation. And that representation has set up what the industry calls “water bottle tours” — where they arrange multiple meetings with all of their Hollywood contacts for you to attend.

And finally, we’ll assume that you found yourself at the right place, at the right time, with the right script that the buyer has been looking for — and you’ve gone through the seemingly endless contract process and have signed on the dotted line.

Congratulations, because yes, it’s kind of like winning the lottery. Kind of.

So here is what to expect, in the most general of breakdowns.
The Post-Acquisition Meeting

The development executives and producers will meet with you, the original writer.

If the writer is already established, the meeting will be more of a collaborative venture. But if the writer isn’t as established, the meeting will be more about them wanting to gauge if the writer is someone they want to collaborate with further. The hard truth is that they bought the script because that’s what they’ve been looking for and that is what they can market towards a significant business acquisition. It’s not necessarily about you the writer — at least not at first glance.

Guild guidelines state that signatory companies must give the original writer an option to take on the first rewrite of the script. Yes, there will be rewrites — more on that later.

Now, anything can be negotiated. You can waive that guild-protected right if they offer you more money or flat out say, “We want to give you X amount to sign over all rights so that we can take this to an established writer that our director in mind loves to work with.”

The best case scenario is that they not only love your script, but they love your writing. And better yet, they’ve gotten to know you and hopefully see that you’d be someone they’d love to collaborate with because you are confident (not arrogant), you have the drive (but aren’t overbearing and single-minded), and you’re a good storyteller.

In that scenario, the meeting is less about who is going to write the second draft and more about how the second draft is going to be written.

Script Notes

Script notes are a necessary evil — part of the job — and there is no escaping them.

Development executives and producers will give the chosen second draft writer notes.

This writer may be the original writer, depending on the above, or they may have brought in another writer that has proven to be a great collaborator with them, or is someone that they feel is better suited for the job based on past success.

To keep things positive, we’ll assume that person is you — the original writer — for now.

You’ll get your notes. A majority of the time, they are offered in a casual meeting atmosphere. They may be accompanied by more detailed script coverage notes or they may be sent along via email. It depends on the buyers and those attached to the project.

Contracts vary, but usually a purchase contract — or assignment contract if another writer is brought in — dictates a certain number of drafts that the writer will be eligible to be paid for.

If the original writer is not rehired for the second draft, they will receive whatever
agreed-on payment for the script. If the original writer has been kept, they will adhere to the contracted stipulations.

The contract itself breaks up the initial payment into drafts, so if you sell something for $100,000 don’t expect to see a check for that amount.

**Rewrites**

The writer will usually have ten weeks — give or take — to receive the notes from the powers that be, discuss them further, and begin work on a second draft of the script.

If a new writer is brought in, it’s pretty much the same. They will sign a contract with a certain agreed-upon payment, which will be stretched into various drafts and deadlines.

Any writer can be fired after one draft.

If that happens — whether you are the original writer or were assigned to rewrite a script — you’ll get paid a fraction of the final payment agreement. That is why the contract breaks the payment into different pay periods and drafts.

If you stay on throughout the whole contract — the best case scenario — you will usually work on a couple of drafts of the script, followed by a touch up rewrite as well.

**Development Hell**

The second draft won’t be good enough. There will be another and another. You’ll have many hands in the cookie jar. You’ll have different executives offering conflicting notes, you’ll have different producers offering conflicting notes, you’ll have studio executives offering conflicting notes, you’ll have possible interested directors and actors with conflicting notes — all will have their own agendas and visions for the script.

When your contract is up, if there isn’t a consensus met between all of those people, the script will either go into turnaround — where the costs of a project a studio or company has developed are declared a loss on their tax return, thereby preventing them from exploiting the property any further — or yet another writer will be brought into the mix.

This process could last for a year, a few years, or a decade and beyond. Hence the name *development hell*, because it truly feels like an eternity of damnation.

**Packaging**

Beyond the desire to have projects that are attached to intellectual property, packaging is all the rage in Hollywood development. If there are no names attached, there is no escape from development hell.

The company or studio has to package the film to get a green light. What that entails is attaching a director and lead actor.

This process is necessary for two reasons:
● A prominent director can draw in big name actors

● Big name actors justify a bigger budget

Those directors and actors can help to pre-sell the film in foreign territories and domestic distributors — which can help cover the budget of the film and offer less risk for the studio and production company.

This process can take a long time — and obviously can lead to more drafts of the scripts as well.

Directors can come and go. Actors can come and go.

When there is a hot script around, it's much like shark feeding waters. If you watch *Shark Week*, you'll see that sharks will at first nudge a piece of meat in the water. They'll bump it with their snouts. Smell. Touch. Look. Listen. Then some will take a few nibbles. Then some will take a little chunk here and there. And finally, one shark will swallow it whole, and off they go.

That's packaging in a nutshell — for prospective directors and actors.

**The Green Light**

If the script is finally packaged with a director, actor, and producer, the studios will look at that package and decide what they want to do. If a major studio is not fitting the bill, financiers will look and see what the options are. If all seems well and it looks like a good business and creative venture, the film will be greenlit.

**Scheduling**

When you package a film, much of the scheduling will fall on the schedules of the director and lead actors. Some will be busier than others at any given time. So this could delay pre-production and post-production anywhere from a few months to upwards of two to three years or more.

Hopefully, everything falls into place, production begins, and the rest is cinematic history.

**Too Many Scenarios to Count**

This is all just a generalization of an often complex process — there are so many elements in play.

Many times, scripts are bought and never see the light of day.

Companies, studios, and producers buy scripts to take them off of the market so others can't make them — usually because a similar project is already in development and they don't want their project to be overshadowed.

Many times they want to make them themselves, but it just doesn't work out for all of the
reasons mentioned above.

Screenwriters often make a living writing and selling scripts that never get made. For some, it’s a steady living. For others, it’s a prosperous career. For the majority, it’s a grind. One writer can sell a script one year and then go a couple years or more without one sale, option, or assignment.

Assignments are where most writers make a living. Selling a spec script is tricky even for well-established writers with box office hits and awards under their belt.

Selling a script is not a lottery ticket and it’s hardly a guarantee that the film will get made. It's just one step, followed by many, many more. But oh what a wonderful step it would be indeed.
Chapter 5: Train Yourself to Write Under Professional Feature Deadlines

As a Hollywood screenwriter, you have to learn to write under strict deadlines.

The standard contract for a feature screenwriting assignment will generally stipulate that the writer will have just ten to twelve weeks to finish the first draft of a script.

That means you could have less than three months to write a script from beginning to end. And here’s the further rub — if what you hand in isn’t up to par with their expectations, you can and will be replaced quickly. That first draft has to be amazing, and you have to learn to write an amazing draft within three months — a draft that is the equivalent of what you would deem a final draft in your normal spec screenplay process writing by yourself under no contract deadlines.

To put this into an even more specific professional perspective, know that the general feature contract you’ll be given will stipulate various stages of payment. So if you’ve been offered X amount, don’t get too excited because that contract amount is split into draft levels.

CLICK HERE for a breakdown of a contract payment, based solely on the guild minimum stipulations for WGA signatory companies (non-signatory companies do not have to comply with this).

So as you can see, there are many times within a general contract where the writer can be replaced and miss out on the dollar amount that was initially offered.

With deadlines, you’ll have ten to twelve weeks to finish that first draft, yes. But for final drafts, rewrites, and polishes (IF you are retained for those), the deadlines generally drop to just two weeks for each.

So needless to say, you have to learn to write under such deadlines.

The days of taking four, five, six months, or beyond to finish that script need to be over right now as you read this if you want to train yourself to be a professional screenwriter. You can’t simply wait to be in that position and expect to learn by trial by fire. Once you fail under that pressure, the bridge you’ve worked so hard to build will be burnt, and your reputation for other potential jobs will falter.

So start creating whatever development and writing process you need to get that first draft done in no more than three months — and then just one to two additional drafts within two weeks for each.
Once you’ve trained yourself to do that, you’ll be more prepared for success when it comes calling.
Chapter 6: Train Yourself to Write Under Professional Television Deadlines and Format

We are in a golden age of television — the likes of which we’ve never seen before due to the expansion of content platforms beyond major and cable networks. There are many opportunities, and those opportunities to excel as a television writer for network, cable, or streaming channels are ever growing.

But just as it is so vital for writing features, you need to be ready to write under industry deadlines as well. And with television, the speed at which you need to do that drops from three months to just a week or less. No, that’s not a typo. The television industry works at a pace one hundred times faster than any other medium, be it writing novels or writing feature screenplays. It’s a high pressure and ultra fast-paced environment — albeit with the added positives of working with a creative support group within the writers’ room.

So ask yourself, if you want to break into television — or if you want to be that dual threat able to masterfully bounce back and forth between television and features — can you possibly fathom finishing a series episode in less than two weeks for an hour-long procedural or less than one week for thirty-minute sitcoms?

It can be done. Professional writers are doing it every week. So you need to train yourself to be able to do that as well. And you accomplish that by going out and doing it under mock deadlines.

When it comes to formatting, you need to know and understand the general industry guidelines and expectations. There are variances per series and per series type for sure, but the general breakdowns are essential to the knowledge you need to have to be prepared for success.

Read ScreenCraft’s The Screenwriter’s Simple Guide to Formatting Television Scripts to learn more about that!
Chapter 7: Understand and Prepare for Travel and Relocation Plans

We live in a technological world centered around digital social connections that allow for people to collaborate and work for industries while thousands of miles away from bosses, peers, and counterparts.

People have enjoyed screenwriting careers complete with paid deals and paid assignments living outside of Los Angeles. It is possible in this day and age to not only be discovered outside of Los Angeles, but also to live and write away from the hustle and bustle of La La Land.

But it comes at a high cost.

Opportunities aren’t as plentiful when you’re outside of Los Angeles. Partly because you can’t be there for the industry meetings to pitch yourself for assignments and partly because, yes, there is a stigma that comes with being an out-of-town writer — at least for many managers and agents that want their clients readily available for those water bottle tours.

So you need to decide whether or not you’re going to be able to relocate to Los Angeles — if you’re not there already — or at least be ready to travel for a week or so at a time to attend those water bottle tour meetings.

As we mentioned before, success comes fast.

Be ready and prepared with contingency plans if you happen to find yourself in a situation that calls for you to be in town — either temporarily for meetings or on a more permanent basis.

**Do you have the funds to travel to Los Angeles for meetings?**

If not, maybe apply for a credit card that can offer you some time to pay a trip off. Utilize AirBnB for cheaper lodging. See if any other writing peers would be interested in traveling with you to share the costs.

**Do you have the ability to make the move to Los Angeles permanently, or at least for a good chunk of time?**

If not, you need to be ready and willing to communicate that to whoever has approached you. And understand that if you want to be a television writer, you will NEED to move to Los Angeles or New York (depending on where the writers’ room for the series is based). There are no workarounds for television writers. You need to be in that writers’
room.

So if you're looking to make a living as a television writer, know that you either need the freedom to move and live there during the writing season of the series at the very least — but more realistically you need to make the move on a permanent basis because turnaround within television writers rooms is high.
Chapter 8: Screenwriting Success Can Happen!

You can’t wait until the opportunity presents itself. You can’t expect to make that transition at the drop of a dime. Success comes fast, and you need to train yourself to be ready for it.

Understand the difference between agents and managers.

Be prepared to negotiate a screenwriting contract on your own if you have to.

Know what to expect when and if you sell a screenplay.

Train yourself to write under the tight film and television industry deadlines.

Be able to write within the confines of multiple television formats.

Prepare yourself for any and all possible travel or relocation needs.

You can achieve that goal and watch as your screenwriting dream unfolds. It happens to many screenwriters each and every year. You just have to make sure that you’re ready for success.

Follow the ScreenCraft Blog, Take Advantage of Our Professional Consulting, Break Through Those Hollywood Doors Via Our Esteemed Screenwriting Contests, and Learn From Some of the Industry’s Best Through These Premium Videos!