

Feature Assignment Contract Sample

THIS WRITER'S AGREEMENT made as of **ENTER DATE** between **COMPANY NAME ("CN") AND ADDRESS** and **WRITER NAME AND ADDRESS** (the "**Writer**").

WHEREAS CN is developing a motion picture currently entitled **SCRIPT TITLE** (the "Picture") based on an original concept created by Writer(the "Concept"); For greater certainty, "Concept" includes but is not limited to all underlying rights, titles, elements, stories, plots, incidents, dialogue, characters, character names, and all versions thereof as well all right of copyright therein and all renewals and extensions of copyright.

AND WHEREAS CN wishes to engage Writer to provide the writing services in respect of the Concept subject to the terms and conditions hereof;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Conditions Precedent: All of CN's obligations hereunder are expressly conditioned upon CN's receipt of all of the following documents, satisfactory in form and substance to CN:

(a) This agreement along with the standard terms and conditions attached hereto to form part hereof, all of which are hereby incorporated by reference (collectively, the "**Agreement**"), executed by Writer; and

(b) All documents which may be required by any governmental and/or administrative agency in order for CN to engage Writer to render services hereunder, including, without limitation, an INS Form I-9 and W-9 Form, completed to CN's satisfaction and signed by Writer, together with any and all accompanying original documents which may be required.

2. Engagement. CN hereby engages Writer and Writer hereby accepts such engagement, pursuant to the terms and conditions hereof, to write:

(a) an outline based on the Concept (the "Outline");

(b) at CN's option, a first draft screenplay based on the final approved Outline ("Screenplay");

(c) at CN's option, one or more rewrites (each a "Rewrite") of the Screenplay, and

(d) at CN's option, one or more polishes (each a "Polish"),

(the results and proceeds of Writer's services pursuant hereto are hereinafter individually and collectively referred to as the "Literary Materials"). Writer acknowledges that CN shall be entitled to provide reasonable comments to Writer on all or part of the Literary Materials delivered by Writer hereunder and Writer undertakes to address these comments in the Literary Materials delivered prior to CN accepting them. For the purposes of this Agreement, "Acceptance" by CN shall deem to have occurred when CN receives the applicable Literary Materials which incorporate all of CN's notes and otherwise meets with the terms and conditions of this Agreement.

3. Compensation.

(a) Writing Fee. Subject to the conditions precedent set out above, upon condition that Writer shall perform all services required to be performed by Writer hereunder and that Writer is not in default hereunder and in consideration of the grant of rights by Writer to CN hereunder, CN agrees to pay to Writer as follows:

(i) X dollars in U.S. funds (X) upon commencement of services, which shall also be deemed consideration for the grant to CN of all of the Rights (as defined in section 5 of the Standard Terms and Conditions attached hereto);

(ii) Subject to CN requesting an Outline, X dollars in U.S. funds (X) upon delivery to and Acceptance by CN of the Outline;

(iii) Subject to CN requesting a Screenplay, X dollars in U.S. funds (X) upon delivery to and Acceptance by CN of the first draft of the Screenplay;

(iv) Subject to CN requesting a Rewrite, X dollars in U.S. funds (X) upon delivery to and Acceptance by CN of the Rewrite (or any additional Rewrite, as applicable).

(b) Contingent Compensation.

(i) Production Bonus. Subject to the conditions precedent set out above, upon condition that Writer shall perform all services required to be performed by Writer hereunder and that Writer is not in default hereunder, and if a motion picture (the "Picture") is produced, CN (or the actual production company producing the Picture) shall pay each writer on the Picture their share, as determined hereafter, of a production bonus totaling X dollars in U.S. funds (X) (the "Production Bonus"), less any amount accrued for writing steps above and less any amounts paid to Writer or writer(s) for subsequent writing services in connection with the Picture to a maximum of the Writer's share of the Production Bonus; however should CN require Writer or writer(s) to provide additional writing services in connection with the Picture after any Production Bonus is paid, such Production Bonus shall be applied toward any compensation due for said additional services. The Production Bonus, if any, shall be payable within ten (10) days following the commencement of principal photography of the Picture.

(ii) Determination of share. CN shall, at its sole discretion, determine the share of each writer on the Picture based on the content of the Writer's Literary Materials in the final screenplay.

(c) All payments owing to Writer will be made by cheque within thirty (30) days of CN's receipt of Writer's complete and accurate invoice:

4. Assignment/Licensing.

(a) Writer's services hereunder are personal in nature and Writer acknowledges and agrees that Writer may not assign or delegate Writer's obligations contemplated herein.

(b) Writer further acknowledges that the production of the Picture, and any other productions based on the Literary Materials will be carried out by one or more separate entities. To this end, Writer agrees that CN may assign or license this Agreement and/or the Literary Materials, in whole or in part, at any time to any third party, as CN shall determine in its sole discretion, and that the Compensation due to Writer pursuant hereto, may be paid by any such third party. In the event of any such assignment or licensing, the assignee and licensee shall have the benefit of all of the representations, warranties, indemnification provisions, and other standard provisions contained herein, as if such assignee or licensee were a party hereto.

5. Negotiations. Writer has had the opportunity to review the terms of this Agreement. Writer acknowledges having had and being given adequate time and opportunity to seek legal and/or professional advice prior to signature of this Agreement. The terms of this Agreement have been the subject of negotiations between Writer and CN and that the terms of this Agreement have not been imposed upon Writer by CN.

6. Notices. All notices required hereunder shall be in writing and shall be given either by personal delivery, by fax or e-mail transmission, or sent by registered or certified mail (postage prepaid), and shall be deemed given hereunder on the date of confirmation of delivery or transmittal, or a date seventy-two (72) hours after the date mailed. Until further notice (in accordance with this provision), the addresses of the parties for the purpose of notices and payments shall be as follows:

7. Miscellaneous

(a) Standard Terms and Conditions. The standard terms and conditions attached to these particular deal terms as Schedule "A" form an integral part of this Agreement. To the extent that any terms or conditions contained in Schedule "A" contradict any term or condition contained in these particular deal terms, these particular deal terms shall prevail and the contradictory term or condition in Schedule "A" shall be deemed modified but only to the extent necessary to ensure conformity between these particular deal terms and the standard terms and conditions.

(b) Governing Law. This Agreement shall be governed by the laws of **ENTER STATE AND COUNTRY HERE** and shall not be modified except by a written document executed by both

parties hereto. The parties agree to the exclusive jurisdiction of the federal and provincial courts located in the judicial district of **ENTER APPLICABLE STATE OR COUNTRY** in matters relating to this Agreement.

(c) Arbitration. If the parties are unable to reach an agreement on any matter involving the Picture, the parties shall appoint a mutually acceptable arbitrator to resolve the matter in dispute and to issue an order containing a decision on the matter pursuant and subject to the laws of the hosting state and country. If the parties are unable to agree on an arbitrator, one shall be appointed in accordance with the arbitration provisions of the Act. All costs pertaining to such arbitration shall be borne pursuant to the Act.

SCHEDULE "A"

STANDARD TERMS AND CONDITIONS

Attached to the Agreement dated as of **ENTER DATE HERE** between **COMPANY NAME**, ("CN") and **WRITER'S NAME** (referred to herein as "Writer") to write an original screenplay for the proposed motion picture tentatively entitled **SCRIPT TITLE** (the "Picture").

1. Services.

(a) Writer shall render all such services in connection with the Picture as are required by CN and customarily rendered by writers of first-class feature length motion pictures in the motion picture industry, and shall comply with all reasonable directions, requests, rules and regulations of CN in connection therewith, whether the same involve matters of artistic taste or judgment. Writer agrees that CN's decisions, provided by CN's designee, the name of whom as shall be disclosed to Writer at the start of services (the "CN Designee"), shall be final and controlling with respect to all matters relating to the rendition of Writer's services, including, without limitation, any and all business, production and creative matters. Writer's services shall be rendered for and as directed by CN at such places and on such locations as CN may from time to time designate. All services shall be rendered in the **ENTER COUNTRY HERE**. The Literary Materials shall be suitable for reproduction as a feature-length motion picture, with the photographing of which sound, including spoken words, dialogue, songs and music, may be synchronously recorded by any electrical or mechanical means that may be employed therefore.

(b) The Screenplay (and any Rewrite(s)) must be a minimum of X pages and a maximum of X pages properly formatted. Writer's services shall be rendered to CN on a non-exclusive, but first priority basis. CN, at its sole discretion, may require that Writer write an outline to either or all of the forms of Literary Materials, which outline must be approved by the CN Designee before Writer commences to write any of the forms of the forms of Literary Materials.

2. Delivery.

(a) Writer shall complete and deliver the Literary Materials in .pdf and FDX format, in accordance with the schedule set out below, by e-mail, to the CN Designee. Writer shall deliver to the CN Designee each successive set of ten pages of each form of work requested by the CN Designee as completed by Writer. Time is of the essence as to completion and delivery of all forms of Literary Materials required by the CN Designee.

(b) The following schedule of writing periods shall apply to the Literary Materials to be written hereunder, as applicable:

- Outline (optional), from the date at CN's discretion (X Weeks)
- Screenplay (optional), from the date at CN's discretion (X Weeks)
- Rewrite and Polish (optional), from the date of receipt of CN's notes (X Weeks)

(c) CN may exercise any option hereunder for Writer's services by notifying Writer at any time. Writer expressly acknowledges that CN may exercise any such option in CN's sole discretion and that CN shall in no event be obligated to exercise any such option. Nothing contained herein shall oblige CN to exercise any option and CN may, at its sole and absolute discretion, terminate Writer's services after delivery of any Literary Materials and engage one or more other writers to revise, adapt, translate and/or rewrite the Literary Materials delivered by Writer.

(d) Should Writer fail for any reason whatsoever to complete and deliver any material within the time and in the manner herein specified, CN may, at its election, either:

(i) Terminate and cancel this Agreement in its entirety, in which event CN shall have all rights set out at Section 5 hereof in respect of all Literary Materials previously provided by Writer and paid for by CN to Writer, and CN shall be released and discharged of and from all further obligations to Writer hereunder or otherwise, including, but not limited to, the obligation to make any further payments to Writer; or

(ii) Specify a new date on or before which Writer shall complete and deliver such material to CN.

(e) Should Writer fail for any reason whatsoever to complete and deliver such material on or before any such new date, CN shall again have the same election as hereinabove provided and may repeat such election either until CN shall have elected to terminate this Agreement as aforesaid or until Writer shall have completed and delivered such material to CN.

(f) The Literary Materials, as delivered to CN, shall be full and complete in substance and in form and shall conform to the requirements of this Agreement. No submission or purported delivery to CN of any material shall be deemed an actual delivery hereunder unless and until said material shall fully comply with the foregoing provisions.

3. Conditions relating to payment.

(a) As an independent contractor, Writer will be solely responsible for the payment of all state or provincial and federal taxes, contributions and similar payments attributable to Writer's engagement hereunder, including, but not limited to, income, payroll and withholding taxes (as applicable). Writer agrees to comply with all valid administrative regulations respecting the assumption of liability for all such taxes, contributions and similar payments. Writer agrees that CN will have no responsibility or liability on account of any obligations of an employer with respect to Writer or Writer's services hereunder, including, but not limited to, the withholding and/or payment of any sums required to be withheld and/or paid to any governmental authority or union or guild.

(b) Notwithstanding the foregoing, if CN is obligated to do so, CN may deduct and withhold from the compensation payable to Writer hereunder any such amounts of money required by law to be deducted or withheld by CN. To the extent that CN fails to deduct and withhold from compensation payable to Writer hereunder any amounts of money required to be deducted or withheld, CN may nevertheless, retain or withhold such amounts of money from any compensation to which Writer may thereafter become entitled hereunder.

4. Credit, Name and Likeness.

(a) In the event no writer is hired to perform writing services subsequent to Writer in connection with the Picture, and in the further event that CN, acting in its sole discretion, determines that a substantial portion of Writer's Work has been incorporated into the Picture, then Writer shall receive a writing credit in connection with the Picture, which credit may be shared; all other aspects of such credit and all matters relating to such credit shall be within CN's sole discretion and shall be subject to regulatory and/or a Guild Agreement(s), as applicable. No casual or inadvertent failure of CN and no failure of any third party, to comply with the credit provisions contained herein shall be deemed a breach of this Agreement by CN .

b) Writer hereby grants to CN the right to use Writer's name, likeness and biography in connection with the production, distribution, exhibition, advertising, promotion and other exploitation of the Picture and all subsidiary and ancillary rights therein, including without limitation, soundtrack albums, publications, merchandising and commercial tie-ups; provided, that in no event will Writer be depicted as using or endorsing any product, commodity or service without Writer's prior consent. All aspects of Writer's credit hereunder, if any, shall be at CN's sole determination.

5. Grant of Rights.

(a) Writer hereby conveys, grants and assigns to CN in perpetuity throughout the universe all rights of every kind and nature in, to and with respect to Writer's Concept and to the Literary Materials (collectively the "Work"), including without limitation all underlying rights related thereto (collectively, the "Rights"). Writer acknowledges that CN shall be the sole and exclusive owner of all rights in and to the Work and the Picture, including without limitation the copyright therein, and shall have the right to use, exploit, advertise, edit, change, exhibit and otherwise turn to

account any or all of the foregoing in any manner and in any and all media (including, without limitation, in and in connection with theatrical and non-theatrical motion pictures, including without limitation featurettes and promotional films, remakes, sequels and prequels, all forms of television, radio, legitimate stage, videodiscs, CD-ROM, DVD, the Internet, global computer networks, the Worldwide Web, videocassettes and all other home video devices, phonograph recordings, publications and merchandising), whether now known or hereafter devised, throughout the world, in perpetuity, in all languages, as CN shall determine in its sole discretion. Writer hereby conveys and grants CN the right to change, add to, take from, translate, reformat or reprocess the Work in any manner CN may in its sole discretion determine. Writer hereby waives any and all so-called "moral rights" of authors. All Literary Materials are intended by Writer and CN to be a "work-made in the course of employment" by Writer pursuant to **ENTER APPLICABLE** and to be deemed a "work-made-for-hire" in the United States. If under any applicable law the fact that the Material is a work made for hire is not effective to place authorship and ownership of the Literary Materials and all rights therein in CN, then to the fullest extent allowable and for the full term of protection otherwise accorded to Writer under such applicable law, Writer hereby conveys, assigns and transfers to CN the Literary Materials and the Rights therein and, in connection therewith, any and all right, title and interest which Writer may otherwise have in the Picture and any other forms of audio-visual works or productions now or hereafter created containing the Work.

(b) Without limiting the foregoing, Writer hereby irrevocably conveys, assigns, licenses and grants to CN, throughout the universe, in perpetuity, the rights, if any, of Writer to authorize, prohibit and/or control the renting, lending, fixation, reproduction and/or other exploitation of the Picture by any media and means now known or hereafter devised as may be conferred upon Writer under applicable laws, regulations or directives, including without limitation any so-called rental and lending rights pursuant to any directives from **ENTER APPLICABLE COUNTRY DIRECTIVES AND LAWS**.

(c) Writer shall execute such assignments or other instruments as CN may from time to time deem necessary or desirable to evidence, establish, maintain, protect, enforce or defend CN's right, title and interest in and to the Work. In the event Writer shall fail to execute any such documents, Writer hereby appoints CN as Writer's attorney-in-fact, with full rights of substitution and delegation, to execute any such documents in Writer's name and on Writer's behalf deemed necessary by CN to effectuate the purposes of this Agreement.

(d) Neither expiration nor termination of this Agreement shall affect CN's ownership of the rights granted or agreed to be granted by Writer hereunder or alter any of the rights or privileges of CN or any of Writer's warranties and undertakings.

6. Representations and Warranties. Writer hereby represents, warrants and agrees that:

(a) They are free to enter into this Agreement and is not subject to any conflicting obligations or disability which will or might prevent or interfere with the execution and performance of this Agreement by them; they have not undertaken nor will they undertake any obligations to any

person, firm or corporation which will or might conflict with, interfere with or derogate from the rights granted to CN or the obligations incurred by them under this Agreement; they have not made and will not make any grant or assignment which will or might conflict with or impair the complete enjoyment of the rights and privileges granted to CN under this Agreement;

(b) The Concept and the Literary Materials are wholly original with them in all respects and no incident therein contained and no part thereof has been taken from or based upon any other literary or dramatic or musical material nor any motion picture, except only the material in the public domain throughout the world which shall not be a material or substantial part of the Literary materials and except the material provided to them by CN, if any.

(c) To the best of their knowledge, nothing contained in the Concept or the Literary Materials will in any way infringe upon or violate the copyright or common law rights or literary or dramatic or motion picture rights of or constitute a defamation or invasion of the rights of privacy of any party whatsoever.

(d) No part of the rights herein conveyed to CN has in any way been encumbered, conveyed, granted or otherwise disposed of and the same are free of any liens or claims whatsoever and there are no claims or litigation pending, outstanding or threatened which might in any way prejudice, interrupt or interfere with the use by CN of the rights transferred hereunder.

(e) The Work may be validly copyrighted and registered for copyright in **ENTER APPLICABLE COUNTRY** and may likewise be protected elsewhere so far as the laws of other countries provide for such protection.

The foregoing warranties and representations are made by to induce CN to execute this Agreement and acknowledges that CN has executed this Agreement in reliance thereon. hereby indemnifies and agrees to hold CN, its parents, subsidiaries and affiliates and its and their employees, officers, agents, licensees and assigns, harmless against any liability, claim, attorney's fees, whether or not in connection with litigation) arising out of or in connection with a breach or alleged breach by them of any warranties, representations or agreements contained in this Agreement.

7. Commitments to Others. Writer shall not have any right or authority to and shall not employ any person in any capacity, or contract for the purchase or rental of any service, article or material, nor make any commitment, agreement or obligation whereby CN shall be required to pay any monies or other consideration without CN's prior written consent in each instance.

8. Guild. Notwithstanding anything to the contrary set forth in this Agreement including, without limitation, references to the Writers Guild of America (the "WGA") and/or the Writers Guild of America Theatrical and Television Basic Agreement (the "WGA Agreement") (the WGA is referred to individually and collectively herein as a "Guild" and, the WGA Agreement is referred to individually and collectively herein as a "Guild Agreement") if any, Writer represents that Writer is not presently a member of a Guild, and acknowledges that CN is not presently a

signatory to a Guild Agreement, and agrees that this Agreement shall not be governed by and is not subject to any Guild Agreement. The parties further acknowledge that Writer is not currently a "professional writer," as such term is defined in the WGA Agreement. Accordingly, without limiting the generality of the foregoing, Writer agrees that Writer will in no event be entitled to any payment for any use or reuse of the Screenplay or the Picture except as expressly set forth in this Agreement. If, notwithstanding the intention of the parties, it is determined that a Guild Agreement is applicable to this Picture, CN and Writer agree as follows: the payments to Writer described herein for any use of the Screenplay, the Picture and/or any rights therein shall be in lieu of and not in addition to any corresponding payments required to be made to Writer pursuant to the applicable Guild Agreement, and CN shall have the right to credit any and all over-scale payments payable hereunder as and to the extent permitted under the Guild Agreement; CN shall have unlimited theatrical exhibition, foreign and domestic telecast, supplemental market and all other rights in the Picture and shall pay Writer the minimum amounts required therefore, if any, pursuant to the Guild Agreement; the writing credit (if any) shall be determined by the Guild in its sole determination; and to the extent that any provision of this Agreement conflicts with the applicable mandatory provisions of the Guild Agreement, such mandatory provisions shall prevail, provided that this Agreement shall be limited only to the extent necessary to permit compliance with such mandatory provisions.

9. Morality. Writer shall act at all times with due regard to public morals, conventions and CN's policies. If Writer shall have committed or does commit any act, or if Writer shall have conducted or does conduct themselves in a manner, which shall be an offense involving moral turpitude under federal, state, or local laws, or which might tend to bring Writer or CN into public disrepute, contempt, scandal or ridicule, or which may embarrass, offend, insult or denigrate individuals or groups, or that may shock, insult or offend the community or CN's workforce or public morals or decency or prejudice CN, or which results in or is likely to result in actual or threatened claims against CN, or which otherwise may tend to reflect unfavorably upon CN, CN shall have the right to terminate this Agreement upon notice to Writer given at any time following the date on which the commission of such act, or such conduct, shall have become known to CN.

10. No Obligation to Proceed. Nothing herein contained shall in any way obligate CN to use Writer's services hereunder or to include Literary Materials in the Picture or to produce, exhibit, advertise or distribute the Picture; provided, that upon the condition that Writer is not in default of the terms and conditions hereof, nothing contained in this Paragraph shall relieve CN of its obligation to pay to Writer the amount, if any, of Compensation specified in this Agreement after delivery and Acceptance of any Literary Materials, and CN's obligations to Writer hereunder shall be deemed fully performed by payment to Writer of said amount. The foregoing shall be subject to the other terms and conditions of this Agreement.

11. Suspension/Termination/ Force Majeure. Without limiting CN's right to terminate Writer's services after completion of any stage as more fully set out at Section 2.(c) above, Writer's services hereunder, the accrual of compensation hereunder, and the running of any periods herein provided for, shall be suspended without notice during any periods that:

(a) Incapacity. Writer does not render services hereunder because of illness or incapacity or similar matters beyond Writer's control. CN agrees such incapacity will not be considered an act of breach or default hereunder and shall not give rise to any claims against Writer but CN shall be entitled, at its sole discretion, to terminate this Agreement upon written notice to Writer.

(b) Default. Writer shall fail, refuse, or neglect to comply with Writer's obligations hereunder, or shall (directly or through any representative) state Writer's intention to do so (individually or collectively "Default"), or if Writer should in any other manner breach this Agreement; This Agreement shall terminate if Writer shall Default for any period of time or remain unable to perform Writer's obligations hereunder by reason of any matter referred to in subparagraph (b) above for two (2) or more consecutive days or an aggregate of three (3) or more days, CN may terminate this Agreement by delivering written notice to Writer.

(c) Force Majeure. CN's development and/or production of the Picture is prevented, interrupted, or delayed by reason of any cause or occurrence beyond CN's control, including, without limitation, fire, flood, acts of God, strike or other labor disturbance, war, riot, governmental action, regulation or decrees, casualties, accidents, illness or incapacity of a member of the cast of the Picture, or other events which are customarily considered events of force majeure in the motion picture industry. All dates herein set forth or provided for shall be postponed for a period equal to the period of any such event unless CN, in its sole discretion, notifies Writer in writing to the contrary. A suspension shall not relieve Writer of any of Writer's obligations to perform hereunder and, during periods of suspension, Writer shall not render services for others except that during a suspension predicated on any of the events of force majeure or contingencies specified in subparagraph (c) above, in which event, Writer may render services for others, provided that any and all commitments for such services shall be subordinate to Writer's obligations hereunder, including Writer's obligation to cause Writer to resume rendering services hereunder immediately upon termination of the suspension. If a suspension predicated on any event described in subparagraph (c) shall continue for eight (8) or more weeks, then (i) Writer may give CN written notice of Writer's desire to terminate this Agreement, and unless CN shall terminate the suspension within one (1) week after its receipt of such notice, this Agreement shall terminate; or (ii) CN may terminate this agreement by delivering written notice to Writer.

(d) In the event either party shall terminate this Agreement in accordance with the provisions of this paragraph, CN shall be released and discharged from any liability or obligation whatsoever to Writer hereunder, except that, if CN terminates this Agreement based on an event or contingency specified in subparagraphs (a) or (c) above, Writer shall receive the fixed compensation accrued and payable to Writer for services theretofore rendered to CN by Writer. No such termination shall waive or affect any other right which CN may have, at law or otherwise, or affect any right granted herein or warranty made herein by Writer. CN may investigate the nature and extent of any actual or claimed illness or incapacity of Writer, and Writer shall submit to reasonable medical examinations in connection therewith and may arrange for Writer's own physician to be present at Writer's expense.

12. CN's Remedies. The services to be rendered by Writer hereunder, and the rights and privileges herein granted to CN, are of a special, unique, unusual, extraordinary and intellectual

character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, it being understood and agreed that a breach by Writer of any of the provisions of this Agreement will cause CN irreparable injury and damages. Writer expressly agrees that CN shall be entitled to injunctive and/or other equitable relief to prevent a breach hereof by Writer. Resort to such equitable relief, however, shall not be construed as a waiver of any other rights or remedies which CN may have in the premises for damages or otherwise.

13. Writer's Remedies. In the event of any breach by CN of this Agreement, Writer shall be limited to Writer's remedy at law for damages, if any, and Writer shall not have the right to terminate or rescind this Agreement or any of the rights assigned to CN hereunder, to in any way enjoin or restrain the production, distribution, advertising, telecast, exhibition or other exploitation of the Picture. For clarity, Writer shall not be entitled to injunctive and/or other equitable relief.

14. Assignment/Lending. Writer agrees that CN may assign this Agreement, in whole or in part, at any time to any party, as CN shall determine in its sole discretion. Writer acknowledges and agrees that the actual production entity which produces the Picture may be a party other than CN.

15. Confidentiality. Writer shall not individually or by means of press agents or publicity or advertising agencies or others, employed or paid by Writer or otherwise, circulate, publish or otherwise disseminate any news stories or articles, books or other publicity, containing Writer's name relating to Writer's employment by CN, the subject matter of this Agreement, the Picture or the services to be rendered by Writer or others in connection with the Picture unless first approved by CN. Writer shall not transfer any right, privilege, title, or interest in or to any of the proceeds of his services, nor shall Writer authorize or willingly permit infringement upon the exclusive rights granted to CN, and Writer authorizes CN, at CN's expense, in Writer's name or otherwise, to institute any proper legal proceedings to prevent any infringement.

16. Plugs. Writer acknowledges that it is a crime under Section 508 of the U.S. Federal Communications Act for any person in connection with the production or preparation of any program intended for broadcasting to accept or pay any money or provide any service or other valuable consideration for the inclusion of any matter as a part of any such program without disclosing the same to the employer of the person to whom such payment is made or to the person for whom such program is being produced. Writer further acknowledges that it is CN's policy not to permit any employee to accept or pay any such consideration, and Writer represents that Writer has not and will not accept and has not and will not pay any money or provide services or other valuable consideration for the inclusion of any "plug," reference or product identification or of any other matter in the Picture or any other production based on the Work, if applicable, written hereunder.

17. Miscellaneous.

(a) Entire Agreement. This Agreement expresses the entire understanding of the parties hereto and replaces any and all former agreements or understandings, written or oral, relating to the subject matter hereof. Both parties hereto acknowledge and agree that in entering into this Agreement they have not relied upon or been induced by any promise or representation (express or implied, oral or written) of the other party not contained herein. Any modification or amendment of this Agreement must be in writing and signed by all parties hereto.

(b) Counterparts/Validity. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

(c) Additional Documents. Upon request by CN, Writer shall duly execute, acknowledge and deliver to CN, or cause to be executed, acknowledged and delivered to CN, in form reasonably approved by CN, any and all further assignments, instruments or documents consistent herewith which CN may deem reasonably necessary, expedient or proper to carry out and effectuate the purposes and intent of this Agreement. Writer hereby irrevocably appoints CN as Writer's attorney-in-fact to execute any such documents in the event Writer fails to do so within five (5) business days from receipt of CN's request to do so, unless a shorter time is reasonably required by CN, which appointment shall be a power coupled with an interest, with full rights of substitution and delegation.

(d) Paragraph Headings. Paragraph headings are for the convenience of the parties only and shall have no legal effect whatsoever.

(e) Waiver. No waiver by any party hereto of any term or condition hereof shall be deemed or construed to be a waiver of such term or condition in the future, or of any preceding or subsequent breach of the same or any other term or condition of this or any other agreement.

(f) Severability. Except as expressly provided to the contrary herein, each provision of this Agreement shall be considered separate and divisible, and in the event that any such provision is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be in full force and effect without being impaired or invalidated in any way.

(g) Remedies Cumulative. Except as expressly provided to the contrary herein, the parties' various rights and remedies hereunder shall be cumulative and the exercise or enforcement of any one or more of them shall not preclude the enforcing party from exercising or enforcing any of the others or any right or remedy provided for by law.

(h) Binding Effect. This Agreement, and all rights and obligations hereunder, shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors, licensees and assigns.