

CO-PRODUCTION AGREEMENT (FOR TELEVISION SERIES)

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF PRODUCER RESPONSIBLE FOR FINANCING]

_____ [address]

("Producer #1")

- and -

[NAME OF PRODUCER RESPONSIBLE FOR ADMINISTRATION]

_____ [address]

("Producer #2")

WHEREAS the parties wish to work together to develop, co-produce and sell a television series about _____ [insert description], tentatively entitled " _____ " (hereinafter "the Series").

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

1. Financing

Producer #1 shall use best efforts to obtain production financing for the Series and shall exercise sole and exclusive control over the disbursement of monies for all production, marketing, and distribution expenses. Nothing in this Agreement shall obligate Producer #1 to produce the Series.

2. Services Provided

Producer #2 shall provide administrative services, including but not limited to:

- (a) arranging for the facilities, equipment and personnel needed for the production of the Series, within the limits of the budget attached as Exhibit "A" to this Agreement and made a part hereof by reference;
- (b) procuring _____ [describe literary, artistic or other proprietary materials that are needed for the used] for the Series;
- (c) procuring a signed depiction and location release for each person and location appearing in the Series;
- (d) using best efforts to arrange for the sale of the broadcast, cable, home entertainment, and ancillary rights to the Series in _____ [name of country/countries] and in foreign territories;
- (e) using best efforts to secure advertising sponsors for the Series;
- (f) [add any other specific services to be provided by the producer responsible for administration].

3. Compensation

As full and complete compensation for the services provided pursuant to Section 2 hereof, Producer #2 shall be entitled to receive _____ percent (___%) of all net profits derived from the Series. "Net profits" is defined as the amount of revenue remaining after all production, marketing, and distribution expenses, plus a reasonable reserve, have been recouped and accounted for in accordance with industry custom and practice. Profits shall be payable _____. [insert pay period for profits, e.g. annually, semi-annually, etc.]

THIS IS A 3-PAGE FORM.