

## TELEVISION DOCUMENTARY PRODUCTION AGREEMENT (CONSULTANT)

This Agreement is made effective as of this \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between \_\_\_\_\_, whose address is \_\_\_\_\_ ("Consultant") and \_\_\_\_\_ a \_\_\_\_\_ company whose address is \_\_\_\_\_ ("Producer"), regarding services to be performed and materials to be provided in connection with a television documentary program about \_\_\_\_\_ (the "Program") tentatively entitled "TITLE" (w/t) to be produced and marketed by Producer pursuant to this Agreement. In exchange for the compensation set forth in this Agreement and all other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Program:** The Program shall be a \_\_\_\_ hour television documentary program about \_\_\_\_\_. The Program shall be produced for license and sale by Producer in all formats. Producer shall provide all usual production and distribution services in connection with the Program [DESCRIBE SERVICES such as "including but not limited to: funding all costs of production for the documentary; marketing, licensing and selling the documentary in all markets and media including but not limited to network and/or cable television broadcast, and DVD sales; and creating a website to inform the public about the documentary.] A copy of the treatment for the Program is attached to this Agreement and incorporated by reference.
2. **Grant of Rights:** Consultant hereby grants to Producer, its licensees, successors, and assigns, perpetually and irrevocably, the unconditional and exclusive right throughout the world to use and to permit others to use Consultant's name, likeness, image, voice, personality, life story and material from his already written autobiography "TITLE" (as well as the right to use the title of that work): (i) in connection with the production and exploitation of the Program in any and all media throughout the world; (ii) in connection with any promotional materials created by Producer or its respective licensees to promote the Program in any and all media throughout the world; (iii) and in connection with the credits for the Program.
3. **Consultant's Services:** At Producer's request, without additional compensation, Consultant agrees to serve as a creative consultant for the Program. Consultant agrees to disclose and share with Producer any information or materials in his possession or under his control relating to his life story and experiences, including newspaper and magazine clippings, photographs, video and film clips, transcripts and notes. Consultant agrees to consult with any writer, director, or producer or other employee or agent hired by Producer and will share his observations, recollections, and opinions concerning all events and activities relevant to his life story and experiences with Producer or its designated employees or agents. The services and materials to be provided by Consultant in connection with foregoing consulting services shall include, but not be limited to: (i) providing details of his life story (including his already written autobiography); (ii) allowing Producer to record interviews with Consultant and with his friends and family for use in the Program; (iii) providing pictures, mementos and artifacts relating to the subject of the Program; (iv) and allowing the use of Consultant's photographs in connection with the Program. [DESCRIBE ANY ADDITIONAL SERVICES]. Consultant agrees to perform these and such other duties as may reasonably be requested by Producer for the successful provision of the foregoing services and materials.
4. **Term:** Consultant's services shall commence on the effective date of this agreement and shall continue for a term not to exceed \_\_\_\_ years from the effective date ("Term"), unless extended in writing by mutual agreement.
5. **Compensation:** In consideration of the services to be performed and the materials to be provided by Consultant, and in consideration of all rights granted by Consultant to Producer under this Agreement, Producer agrees to compensate Consultant as follows: [DESCRIBE COMPENSATION]
6. **Credit:** Consultant will receive credit on all positive prints of the Program in accordance with industry standards.
7. **Non-Union Production:** Consultant acknowledges that the services provided by him under this Agreement are provided on a non-union basis and shall not be subject to the terms of any union, guild or collective bargaining agreement (i.e. AFTRA, SAG). Consultant understands that Producer is not a signatory to any union, guild or

collective bargaining agreement covering the services contemplated under this Agreement.

8. **Independent Contractor Status:** It is agreed and understood that Consultant's relationship to Producer is that of an independent contractor. Consultant shall be responsible for payment of all taxes applicable under existing laws required of Consultant, including, but not limited to, social security taxes, and federal, state and city income taxes, and for securing, paying for and maintaining all insurance required by state and federal law (including without limitation workers' compensation insurance and unemployment insurance). Consultant warrants that he will make all necessary payments due appropriate governmental agencies to comply with the foregoing and will indemnify and hold Producer harmless against any claims, liabilities, costs, or expenses that may arise out of breach of the foregoing. Furthermore, the parties acknowledge that no employer/employee or agency relationship is formed hereunder. Consultant shall provide any and all documentation required by Producer or its designated personnel services provider to ascertain Producer's compliance with all federal, state and local requirements.
9. **Insurance:** Consultant shall maintain throughout the Term comprehensive general liability and such other insurance as is standard in the industry in connection with the services to be performed and the materials to be provided by Consultant pursuant to this Agreement. Consultant will provide proof of said insurance coverage to Producer at Producer's request.
10. **Work Made for Hire:** As between Producer and Consultant, all right, title and interest in and to Consultant's services and to any materials created pursuant to this Agreement shall be considered a "work made for hire" as that phrase is defined by United States copyright laws and shall be owned for the express benefit of Producer throughout the world, including, but not limited to, the worldwide copyrights in such services and materials. If for any reason it is determined that such services and/or materials are not considered "works made for hire" then Consultant agrees to and hereby assigns to Producer all Consultant's worldwide right, title and interest in and to such services and materials and all subsidiary rights thereto. Consultant acknowledges that Producer shall own all worldwide right in and to the services and materials and all tangible manifestations thereof forever and throughout the world, without any obligation to pay any additional compensation to Consultant. In order to effectuate the rights granted herein, Consultant will execute and deliver to Producer such instruments of transfer and other documents, if any, regarding the rights of Producer in the Program as Producer may reasonably request to carry out the purpose of this agreement, and Producer may sign such documents in Consultant's name and make appropriate disposition of them if Consultant fails to execute any such document within 10 days after such document has been submitted to Consultant.
11. **Ownership of Program:** It is understood that as between the parties, Producer and its licensees, successors or assigns shall have all right, title and interest in and to the Program, including the trademark and service marks of the Program, and to all ancillary products and services related to the Program, and to distribute the same, in perpetuity throughout the world, in any and all any form, format or media, including without limitation broadcast television, cable television, literary, print, electronic media (including but not limited to DVDs), and the like, whether now known or hereafter created.
12. **Confidentiality:** Any ideas, information, formats, methods, procedures, programs, data, or other matter which may be disclosed by Producer to Consultant or which Consultant may learn or observe in the course of providing the services and materials contemplated by this Agreement are private and confidential, and/or proprietary trade secrets belonging to Producer ("Confidential Matter"). Any such Confidential Matter is made available to Consultant in strict and complete trust and confidence. Producer will make reasonable efforts to promptly identify that material which Producer treats as Confidential Matter made available to or communicated to Consultant, so that Consultant is made aware of the private and protected character of the subject matter and is therefore afforded the opportunity to meet his obligations herein. Consultant shall hold the Confidential Matter in trust and confidence, shall not make any copies of the Confidential Matter, shall not disclose the Confidential Matter to third persons, and shall not use the Confidential Matter at any time except with the prior written permission of Producer unless such use or disclosure is necessary for Consultant's successful completion of the services contemplated hereunder.
13. **Representations, Warranties and Indemnities:** Consultant represents and warrants to Producer as follows: (i) that any and all ideas, and literary, artistic and musical materials of Consultant's own that may be incorporated in the Program will be wholly original, fully cleared for all intended uses, or in the public domain, and that such

material will not contravene any common law or statutory copyright, proprietary or other right whatsoever, and shall not infringe upon any third party's rights or violate any applicable criminal statute, including but not limited to such third party's copyright, trademark, service mark, or right of privacy or publicity; (ii) that Consultant is an independent contractor and has obtained and will maintain during the Term all insurance required of Consultant by state and federal law (including workers compensation and unemployment insurance); (iii) that any and all obligations, whether financial or otherwise, that Consultant may have to any agent, attorney, publicist, union, guild or the like, shall be Consultant's sole responsibility; and, (iv) that Consultant has the full right to enter into this Agreement, and has made no contract or commitment in contravention of the terms herein. Consultant will indemnify and hold Producer and its officers, employees, agents, board of directors, and distributors of the Program, harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and other liabilities of any nature, they may suffer or incur, arising out of the breach of any of the foregoing representations and warranties. Consultant agrees to reasonably cooperate and participate in the defense of any action or claim brought against Consultant or Producer.

14. Releases: You agree to release and discharge us, our employees, agents, successors, assigns, and licensees, from any and all claims, demands, or causes of action that you may have now or in the future for libel, defamation, invasion of privacy, or right of publicity, infringement of copyright, or violation of any other right arising from, out of, or relating to any utilization of the Granted Rights, or based on any failure or omission to make use of such Granted Rights. You further agree to use your best efforts to obtain for us at no additional cost, such releases as we may deem necessary from individuals who are a part of your life story or depicted in any of the information or materials you supply to us.
15. Utilization of Services: Nothing in this Agreement shall obligate Producer to use the results and proceeds of Consultant's services or the materials to be provided under this Agreement, or to produce, release, distribute, exhibit, advertise or exploit the Program, and neither Producer shall be liable to Consultant in any way for failing to do so in whole or in part. It is agreed that Producer shall have fulfilled its entire obligation to Consultant by paying Consultant any compensation which may be due as specified in this Agreement.
16. Termination:
  - a. Subject to paragraph b, below, Producer shall have the right to terminate this Agreement in the event of the occurrence of any of the following contingencies (any of which shall be deemed a "Default"): (i) mental, physical or other disability interfering with Consultant's ability to perform its obligations under this Agreement ("Disability"); any incident of force majeure, being the hampering, interruption of or interference with the preparation, production, commencement or completion of the Program, by reason of one or more contingencies beyond Producer's control, such as epidemic, fire, explosion, casualty, accident, action of the elements, act of God or public enemy, labor conditions or dispute, walkout, strike, lockout, civil disturbance, riot, insurrection, war (declared or undeclared), armed conflict, the enactment, issuance or enforcement of any law, ordinance or executive, judicial administrative or other governmental order, decree, regulation, judgment or arbitration award, or inability to obtain insurance required as part of performance of Producer's obligations to another party ("Force Majeure"); or, (iii) provided Producer is not in breach of this Agreement, Consultant's failure, refusal or neglect, other than by reason of Disability or Force Majeure, to perform any of Consultant's obligations under this Agreement, or a statement by Consultant or Consultant's representative that he will so fail, refuse or neglect.
  - b. Producer's election to terminate this Agreement may be exercised if any Default occurs on the part of Consultant; if Consultant breaches any of the representations and warranties made by him in this Agreement; or if one or more Disabilities or incidents of Force Majeure occur for a period or aggregate of periods of one (1) week. Producer may exercise such termination rights, by written notice to Consultant at any time during the respective contingency.
  - c. Termination of Consultant's services shall not constitute a waiver by Producer of any other rights it may have at law or in equity, and shall not affect Producer's rights, or any agreement or warranty of Consultant, with respect to the results and proceeds of Consultant's services previously rendered, or with respect to Consultant's name and likeness.
17. Services Unique: Consultant acknowledges that the services and materials that he is to render to Producer in

connection with the Program are of a special, unique and extraordinary character, that they have a peculiar value, for the loss of which Producer could not be reasonably or adequately compensated in damages; and that a breach by Consultant of the provisions hereof would cause Producer irreparable injury and damage. Accordingly Consultant agrees that Producer shall be entitled to injunctive relief to prevent any such breach.

18. **Disparagement:** Consultant agrees that during the Term and for one year thereafter, he shall not say anything about Producer, the Program, or any product or service referenced in the Program that is disparaging, defamatory or offensive. If in the reasonable opinion of Producer, the Program or Consultant shall become (a) the subject of any felonious activity or (b) subject to any scandalous activity or incident reasonably likely to cause harm to the name and reputation of Producer, or bring its brands into public disrepute, Producer and its assigns shall have the right to terminate this Agreement upon 10 days written notice to Consultant and take all actions necessary to protect its interests.
19. **Further Documents:** You agree to execute such further documents and instruments as we may reasonably request to effectuate the terms and intentions of this Agreement, and in the event that you fail to or are unable to execute any such documents, you hereby appoint us as your irrevocable attorney-in-fact to execute any such documents and instruments, so long as such documents and instruments are not inconsistent with the terms and conditions of this Agreement. Our rights under this clause constitute a power coupled with an interest and are irrevocable.
20. **Public Domain Material:** Nothing in this Agreement shall ever be construed to restrict, diminish, or impair the rights of either you or us to use freely, in any work or media, any story, idea, pilot, theme, sequence, scene, episode, incident, name, characterization, or dialogue, which may be in the public domain, from whatever source derived.
21. **Notices:** All notices required to be given hereunder shall be given in writing either by personal delivery or by registered mail, return receipt requested. Such notices shall be addressed to Consultant at [CONSULTANT'S ADDRESS], and to Producer at [PRODUCER'S ADDRESS]. Either party may by notice given as aforesaid specify another address for the giving of notices. A notice given by registered mail shall be deemed given as of the date of mailing.
22. **Construction:** This Agreement and all matters or issues collateral thereto shall be governed by the laws of the state of Texas applicable to contracts performed entirely therein.
23. **Assignment:** Producer may freely assign this Agreement or any of Producer's rights under this Agreement to any person or entity, and this Agreement shall inure to the benefit of Producer and its successors and assigns.
24. **Rights and Remedies:** No breach of this Agreement shall entitle you to terminate or rescind the Granted Rights, and you hereby waive the right, in the event of any such breach, to equitable relief or to enjoin, restrain, or interfere with, the production, distribution, exploitation, exhibition, or use of any of the Granted Rights, it being understood that your sole remedy shall be the right to recover damages with respect to any such breach. All rights and remedies which Producer may have under this Agreement or by operation of law are cumulative and the pursuit or waiver of one right or remedy shall not be deemed an election to waive material or renounce any other right or remedy. Without limiting the foregoing, at any time or from time to time, and without waiving any other right or remedy Producer may have, Producer may prosecute an action or actions at law for all or any part of the damages from any default; Producer's failure to enforce any provisions hereof or any occasion shall not be deemed to be a waiver of any preceding or succeeding breach of such provision or any other provision hereof.
25. **Headings:** The headings of the paragraphs and subparagraphs hereof are for convenience only, and they shall not be of any effect in construing the contents of the respective paragraphs or subparagraphs.
26. **Entire Agreement:** This Agreement expresses the entire understanding between the parties and the parties agree that no oral understandings have been made with regard to this Agreement. This Agreement may be amended only by a written agreement signed by the parties. Consultant acknowledges that in granting the Granted Rights, he has not been induced to do so by any representations or assurances, whether written or oral, by Producer or its representatives, concerning the manner in which the Granted Rights may be exercised, and Consultant agrees that he has not received any promises or inducements other than as expressed in this Agreement. The

provisions of this Agreement shall be binding on Consultant and his heirs, executors, administrators, successors and assigns. Consultant acknowledges that Producer has recommended that he consult with an attorney concerning this Agreement. This Agreement shall be construed in accordance with the laws of the State of Florida and of the United States of America.

The foregoing correctly sets forth the Agreement between the parties, as so indicate by the signatures below.

CONSULTANT

PRODUCER

\_\_\_\_\_

\_\_\_\_\_

Consultant

\_\_\_\_\_, President

\_\_\_\_\_

\_\_\_\_\_

Date

Date

\_\_\_\_\_

Tax Identification Number (SSN or EIN)