



As of ____/____/2023

[NAME]
[COMPANY]
[ADDRESS]

Re: **Development and Co-Production Agreement**

Dear _____:

This letter agreement (“**Agreement**”) will confirm the agreement between [**PRODUCER**] (“**Producer**”), on the one hand, and **EVERYWOMAN STUDIOS, LLC** (“**Company**”), on the other hand, regarding the development and possible production of an audiovisual media production, tentatively entitled _____, consisting of the subject matter of _____ (the “**Program**”).

1. **Preexisting Materials.** Producer agrees to provide all of its existing materials (scripts, format, casting, footage, etc.) (“**Existing Materials**”) for the Program. Company agrees to work with Producer to create additional development materials commencing as of the date hereof (“**Further Development Materials**”), to which Company or Company’s designee will contribute up to \$20,000 in in-kind value or hard costs in connection with the further development of the Program.

2. **Term/Exclusivity.**

(a) Company shall work with Producer and have the exclusive right to pitch, develop, represent and/or shop the Program to networks, broadcasters, syndicators, media partners, financiers, and distributors (collectively, “**Network**”) for a twelve (12) month period from the date of execution of this Agreement (“**Term**”). The Term shall automatically be extended if Producer and Company are in active negotiations with a Network for an additional four (4) month period.

(b) If any Network “passes” on the Program during the Term and within six (6) months after the expiration of the Term Producer approaches such Network, or such Network contacts Producer for the purpose of entering negotiations in connection with financing the development, production, distribution and/or other exploitation of the Program (and/or Existing Materials) and/or licensing, optioning, purchasing and/or otherwise acquiring any rights in and to the Program (and/or Existing Materials), and such negotiations proceed, then this Agreement shall be automatically reinstated and the Term shall be extended without any additional compensation or consideration therefore to the extent necessary to conclude such negotiations.

(c) During the Term (including, any extension(s) thereof), Producer agrees that it shall not pitch or authorize any other party to pitch, develop, become involved with, or produce any other media project/production competitive with or similar to the Program or with the same subject matter thereof.

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3. Rights. In the event that Company (or its designee) enter into a Network Agreement during the Term, Producer hereby automatically grants, conveys and assigns to Company, its successors, assigns and licensees, all right, title and interest in and to the Program (including any Existing Materials) throughout the universe, in any and all media, whether now known or hereafter devised, including without limitation, all rights necessary to produce, distribute, advertise, promote and otherwise exploit the Program (e.g., including, without limitation, as a pilot, series, feature documentary and/or any other media program), and all allied, ancillary and subsidiary rights therein (including but not limited to merchandising) in all forms of media including, without limitation, network, cable and satellite transmission, DVD/home video, literary, Internet, or any other form of audio-visual rights whether now known or hereafter devised (“**Rights**”). As used herein, the Rights also shall include, without limitation, any and all necessary rights and intellectual property owned and/or controlled by Producer in the Existing Materials, Further Development Materials, and/or Program, whether heretofore or hereafter created, and all names, titles, service marks, trademarks, copyrights, logos and designs and any note, treatments, formats, or other materials prepared by or on behalf of Producer with respect to the Program in connection with the pitch or negotiation for a greenlight. Company shall have the right to adapt, modify, add to or take from the Rights in connection with its development, production and/or exploitation of the Program. Producer acknowledges that all results and proceeds of Producer’s services hereunder and any Existing Material, Further Development Material or other material, whether written or oral, contributed or submitted to Company in connection with the Program (collectively, “**Material**”) are being specially ordered by Company for use as part of the Program and shall be considered a “work made for hire” for Company and, therefore, Company shall be the author and copyright owner thereof for all purposes and in all media throughout the universe in perpetuity. If for any reason any of the Material is not deemed a work-made-for-hire then Producer hereby grants and irrevocably assigns to Company all such rights. Company shall have the right to vary, change, alter, modify, add to and/or delete from any of the Material, and to rearrange and/or transpose the Material and change the sequence thereof, and to use a portion or portions of the Material. Producer hereby waives, on behalf of themselves and their respective heirs, executors, administrators and assigns, all right of “droit moral” or any similar laws or legal principles. Producer, as well as Producer’s respective heirs, executors, administrators and assigns agree not to institute, support, maintain or permit directly or indirectly any litigation or proceedings instituted or maintained on the ground that Company’s exercise of its rights in the Material in any way constitutes an infringement or violation of any rights of “droit moral” or is in any way a defamation or mutilation of the Material, or any part thereof, or contains unauthorized variations, alterations, modifications, changes or translations.

4. Compensation/Credit/Reversion.

(a) In the event a Program is green-lit by a Network, the actual production services will be rendered by Company (or its designee), who will enter into the production agreement with the Network (“**Network Agreement**”). In addition (and provided Producer is not in uncured breach of this Agreement), Company and Producer shall agree to the following credit provision and fees, which shall be the total and complete compensation for Producer’s grant of rights and co-executive producing services in connection with the Program.

- i. 25% of any and all production fees actually received by Company (after the deduction of any overages paid for by Company);
- ii. 25% of any contingent compensation (i.e., back end), if any, actually received by Company (after the deduction of any overages paid for by Company and any actual verifiable expenses incurred by Company); and
- iii. Producer shall receive an Executive Producer credit. All credits are in second position to Company's credits and subject to Network approval.

(b) If the Term expires and Company (or its designee) has not entered into a Network Agreement, then Company shall not have any right to exploit the Existing Materials and all rights in and to the Existing Materials shall be automatically assigned to Producer. In addition, Producer shall have the right to acquire from Company any and all rights in and to the Further Development Materials and all other Rights in and to the Program by repaying/reimbursing Company the full amount of the cost of the Further Development Materials to Company out of the first monies received by Producer in connection with the further development and/or production of any production based upon or using all or substantially all of the Further Development Materials and/or Program, and assignment of the rights to Producer will occur automatically upon such payment. In such event, Abby Greensfelder and a Company designee shall be entitled to receive Executive Producer credits and Everywoman Studios and a Company designee shall be entitled to company credits in connection with any subsequent production/program based upon the Existing Materials and/or Program.

5. Independent Contractor. Producer acknowledges and agrees that its services are being rendered hereunder as an independent contractor. In connection therewith, Producer agrees that it will comply with all obligations imposed upon independent contractors or employers by any governmental entity, including, without limitation, the withholding and payment of income taxes, the payment of other payroll taxes and the provision of worker's compensation insurance (if applicable).

6. Representations/Warranties/ Indemnity.

(a) Producer represents and warrants to Company that: (i) it has the full right and authority to enter into this Agreement, grant the rights herein and to provide its services as set forth herein; (ii) it is the owner of the Program (including the Existing Materials) and the use thereof by Company shall not violate any rights of any kind of any person, firm or corporation; (iii) there are no claims, liens, actions, suits, proceedings and/or other encumbrances, whether actual, pending or threatened relating to the rights herein granted to Company; (iv) Producer will not accept any money, service, or other valuable consideration for the inclusion of any matter in the Program; and (v) Producer is not under any contractual or other legal obligation that might interfere in any way with his prompt and complete performance under this Agreement.

(b) Producer hereby agrees to indemnify and hold harmless Company and its successors, licensees, assigns, officers, directors, employees and shareholders from any claims, suits, demands, expenses (including, without limitation, reasonable attorney's fees and disbursements), losses and damages (including, without limitation, amounts paid in settlement) arising from the breach or alleged breach of any of the Producer's representations, warranties or obligations set forth herein.

7. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia applicable to contracts made and to be fully performed therein. Producer hereby consents to and submits to the jurisdiction of the federal and state courts located in the District of Columbia, and any action or suit under this Agreement shall be brought in any federal or state court with appropriate jurisdiction over the subject matter established or sitting in the District of Columbia. Service of process to either party may be made by first class certified or registered mail by personal delivery or by overnight air courier. All notices under this Agreement shall be in writing and sent to a party at the address stated above (unless a party gives notice of another address). Notice shall be deemed received within five (5) business days after being given.

(b) This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be modified except in a writing executed by both parties. This Agreement may be executed by PDF (i.e., Portable Document Format) or PDF signature and in two or more counterparts, all of which shall be considered one and the same agreement when signed by the parties.

(c) Payment of all compensation hereunder is contingent upon mutual execution of this Agreement and Producer's completion of and delivery to Company of an IRS Form W-9 or I-9 (Employment Eligibility Verification) and any other required documents.

(d) Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties. Neither party may pledge the credit of the other or make binding commitments on behalf of the other.

(e) Producer may not assign this Agreement or any of its obligations hereunder without the prior written consent of Company, exercisable in its sole discretion.

(f) If any provision herein is unenforceable, then such provision shall be of no effect on any other provision hereof. No waiver of any breach hereof shall be deemed a waiver of any other breach hereof.

(g) Company shall have no obligation to produce, distribute or exploit the Program, or to continue the development, production, distribution or exploitation thereof, nor shall Company be obligated, except as set forth in the Agreement, to make any use of Producer's services or the results or proceeds of Producer's services.

(h) In the event of any breach or alleged breach of this Agreement by Company, Producer's sole right shall be to seek the recovery of money damages, and Producer shall not have the right to terminate or rescind this Agreement or to enjoin, restrain or otherwise interfere with the development, production, distribution, advertising or exploitation of the Program.

(i) Producer acknowledges and agrees that Company receives numerous proposals relating to programming and programming concepts from both in-house staff and third parties and Company may already be working on programming or programming concepts similar or

identical to the Program. Nothing herein shall prevent Company for continuing to work on such programming or concepts.

(j) Producer agrees to keep the terms of this Agreement (including, without limitation, that Company is developing the Program) and Company's business practices confidential. Any publicity, press notices or other information with respect to this Agreement and the Program shall be under the sole control of Company. Therefore, Producer shall not consent to and/or authorize any person or entity to release such information without the express prior written approval of Company.

Please confirm your acceptance of the foregoing by executing this letter in the space provided below, thereby constituting this a binding agreement between us.

Sincerely,

EVERYWOMAN STUDIOS, LLC

ACCEPTED AND AGREED:

[PRODUCER]

By: _____

Name: _____

Title: _____

DATE: _____