

Certificate of Authorship – Writing for a Motion Picture

For and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned _____ (***Name of Author***) of

(street address, city, state, zip code), agrees as follows:

1. The undersigned hereby certifies and agrees that Producer has employed my services as a writer in connection with a proposed motion picture entitled, _____ (***Name of Motion Picture***), hereinafter called the *Picture*, and that except for existing literary material which Producer instructs me to use as a basis for writing hereunder, all literary material of whatever kind or nature written or to be written, furnished or to be furnished, by me as well as all of the results and proceeds of my writing services in connection with the *Picture* (all such literary material, and all such results and proceeds thereof being referred to collectively herein as the *Material*) submitted and to be submitted by me in connection with the *Picture* was and/or will be solely written and/or created by me as original material and that for copyright purposes.
2. The *Material* shall be written and/or created by me as a work-made-for-hire, specially ordered or commissioned by Producer for use as part of a motion picture within the meaning of the 1976 Copyright Act, and Producer shall be deemed the sole author of the *Material* and owner of all rights of every kind or nature, whether now known or hereafter devised (including, but not limited to, all copyrights and extensions and renewals of copyrights) in and to the *Material*, as well as the right to make such changes in the *Material* and such uses of the *Material*, throughout the Universe, as Producer may from time to time determine within his rights as such author.
3. I warrant and represent that I have the right to execute this document and, except to the extent that it is based upon material assigned to me by Producer to be used as the basis therefore, that the *Material* is or shall be original with me, does not and shall not defame or disparage any person or entity or infringe upon or violate the rights of privacy, publicity or any other rights of any kind or nature whatsoever of any person or entity and is not the subject of any litigation or of any claim that might give rise to litigation.
4. I acknowledge that I have been fully compensated for all services performed in connection with the *Picture*, and that there are no further obligations owed to me by Producer or its assignees.
5. I shall defend (with counsel acceptable to Producer), indemnify and hold harmless Producer, any corporations comprising Producer, its and their employees, officers, agents, assigns and licensees from and against any and all liability, claims, costs, damages and expenses (including reasonable attorneys' fees and court costs) arising out of or in connection with a breach of the foregoing covenants, warranties and representations.

6. I agree to execute any documents and to do any other acts as may be reasonably required by Producer or its assignees or licensees to further evidence or effectuate Producer's rights as set forth in this Certificate of Authorship. Upon my failure promptly to do so, I hereby appoint Producer as my attorney-in-fact for such purposes (it being acknowledged that such appointment is irrevocable and coupled with an interest) with full power of substitution and delegation.

7. I further acknowledge that:

A. In the event of any breach hereunder by Producer, I will be limited to my remedy at law for damages, if any, and will not have the right to terminate or rescind this Certificate or to enjoin the distribution, advertising or exploitation of the Picture,

B. Nothing herein shall obligate Producer to use my services or the results of proceeds thereof in the Picture or to produce, advertise or distribute the Picture,

C. This Certificate shall be governed by the laws of _____
(name of state) applicable to agreements executed and to be performed entirely therein, and

D. This Certificate constitutes the entire agreement between the parties to the within subject matter and cannot be modified except by a written instrument signed by the parties hereto.

E. I hereby waive all rights of *droit moral* or so-called *moral rights of authors* or any similar rights or principles of law which I may now or later have in the Material or to my services.

8. Producer's rights with respect to the Material and/or my services are irrevocable and may be freely assigned and licensed and its rights shall be binding upon me and inure to the benefit of any such assignee or licensee of Producer.

Witness my signature this the ____ day of _____, 20_____.

(Printed Name of Author)

(Signature of Author)