

# Contract for Deferred Payment and Profit Sharing Agreement

## Description of and Assignments of Interest of Profits

\_\_\_\_\_ (hereinafter referred to as "NAME"), doing business as \_\_\_\_\_ (hereinafter referred to as the "company") for the production and distribution of the feature length motion picture tentatively entitled \_\_\_\_\_ (hereinafter referred to as the "film"), shall serve in the capacity of its producer.

The leading actors/actresses in the film will be \_\_\_\_\_; the crew will consist of \_\_\_\_\_.

The tentative budget for the production of said film, exclusive of costs related to distribution or promotion, is \$\_\_\_\_\_, and \_\_\_\_\_ agrees to contribute \$\_\_\_\_\_ of that amount either personally, or raised from other sources to be repaid out of the profit percentage assigned by \_\_\_\_\_. Further, [NAME], as the producer of the film, anticipates that a capital amount of at least \$\_\_\_\_\_ will be required to complete the production of the film, and an additional [\$AMOUNT3] will be required to promote and/or distribute the film. These amounts and \_\_\_\_\_'s \$\_\_\_\_\_ contribution will be the investment for the production and distribution of the film.

The shooting of the film will take [NUMBER] days and commence on or about \_\_\_\_\_ and be completed on or about \_\_\_\_\_, with the locations and periods broken down as follows: \_\_\_\_\_.

The editing period thereafter is expected to take approximately \_\_\_\_\_ months, coming to completion on approximately \_\_\_\_\_.

The first moneys received by the company for the film will be applied to payment of all outstanding accounts payable for the production and distribution of the film until paid in full, next to the repayment to the investors of the entire amounts of their contributions actually expended for the production and distribution of the film, and thereafter, all moneys received by the company for the film will be paid by the company as follows:

Producer ( \_\_\_\_\_ ) - \_\_\_%  
Investor ( \_\_\_\_\_ ) - \_\_\_%  
Leading actor in the film ( \_\_\_\_\_ ) - \_\_\_%  
Supporting actor in the film ( \_\_\_\_\_ ) - \_\_\_%  
Writer for the film ( \_\_\_\_\_ ) - \_\_\_%  
[CAPACITY] ( \_\_\_\_\_ ) - \_\_\_%

TOTALING - 100%

The afore listed percentages will be payable to each of the persons set forth in parenthesis after each of the positions only in the event each of these persons actually performs the customary services for his/her position through the completion of the production of the film. Any person not providing such

services will receive no percentage, unless otherwise agreed to by the producer. Any person after earning his percentage may assign all or any part of the same by written notification thereof to the company.

By signing this agreement the parties hereto agree to all terms and conditions set forth herein on \_\_\_\_\_.

Signature, capacity, and date for each of the abovementioned:

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\_\_\_\_\_  
[WITNESS]

\_\_\_\_\_  
[DATE]

Notary Seal: