

THIS AGREEMENT, made _____, 20___, by and between _____ (hereinafter referred to as "Writer", with his/her principal residence at _____ and _____ (hereinafter referred to as "Producer"), located at _____ . It is understood that Writer and Producer enter into a Shopping Agreement as defined herein; and that Producer, by reason of Producer's contacts, experience and background, is qualified to represent Writer's interest in procuring offers to enter into an Option or Purchase Agreement. Therefore, Writer and Producer agree as follows:

1. SCOPE OF AGREEMENT. Writer hereby engages Producer during the term hereof to exclusively represent, advise and solicit offers for the rights to the original, unpublished screenplay entitled "MY GREAT SCRIPT" (herein called "Property") written by Writer for a deal between Writer and a Production Company, which shall include a Major Studio or Distribution Company or an Independent Production Company, collectively referred to as "Production Company" and defined further as follow:

- a. Major Studio or Distribution Company includes, but is not limited to Universal Pictures, Warner Bros. Pictures, Paramount Pictures, Sony Pictures, Lionsgate or any related division.
- b. Independent Production Company includes and other Independent Film Production Companies or Distribution Companies.

2. REPRESENTATION. This agreement and compensation earned by Producer hereunder, is limited solely to Producer's solicitation of offers on Writer's behalf for the purpose of procuring an offer to enter an Option or Purchase Agreement. This Agreement also governs the negotiation of an Option or Purchase Agreement or other legal matters that may arise from time to time. "Negotiation" or "Negotiations" is defined as the conducting of communications and/or conferences resulting from an offer to enter a Option or Purchase Agreement.

3. TERM.

- a. The term of this Agreement shall be for a period of three (3) months commencing on the date hereof.
- b. If Producer is engaged in negotiations with a Production Company during which time this Agreement would otherwise terminate, then, upon written notice given by Producer, prior to the termination hereof, this Agreement shall be extended for a reasonable period of time, not to exceed three (3) months, to conclude said negotiations. In the event Producer brings Writer an offer from a Production Company, Writer agrees to promptly enter into good faith negotiations with the Production Company until Writer and Producer's negotiations are completed and an Option or Purchase Agreement is signed by the parties thereto or until the negotiations cease.

c. If Writer rejects an offer from a Production Company during the term hereof, and subsequently accepts an offer from that Production Company within a period of three (3) months following the termination hereof, it shall be deemed that an Option or Purchase Agreement was executed during the term of this Shopping Agreement.

d. Producer will keep Writer fully informed about all solicitations. Producer will send to Writer a list of all solicited Production Companies and copies of all correspondence relating to the solicitations conducted in connection with this Shopping Agreement.

4. FEES AND EXPENSES.

a. Writer shall have no liability to Producer for the reimbursement of Producer's legal fees or expenses incurred in connection with the performance of this Agreement.

5. COMPENSATION.

a. Writer's compensation for the Property will be negotiated separately and in good faith, by the Writer or the Writer's representation, for an option or purchase agreement with the Production Company.

b. Producer's compensation for services will be negotiated separately, by the Producer, and in good faith with the Production Company.

6. MUTUAL WARRANTIES AND REPRESENTATIONS. Both parties warrant and represent that no act or omission hereunder will violate any right or interest of any person or firm or will subject the other party to any liability or claim of liability to any person. Both parties warrant that they are under no disability, restriction or prohibition with respect to their rights to execute this Agreement and perform its terms and conditions. Both parties agree to indemnify the other party and to hold the other party harmless against any damages, costs, expenses, fees (including attorney's fees) incurred by the other party in any claim, suit or proceeding instituted against the other party in which any assertion is made which is inconsistent with any warranty, representation or covenant of that party. A party's obligation to indemnify shall be conditioned upon the prompt notice of an asserted claim for which indemnification may be sought and upon that party's right to intervene and participate, at its own expense, in defense of the claim.

7. NEW MEMBER. In the event that at any time hereafter a new member is intended to be added, Writer shall immediately inform any such prospective additional member of this Agreement of all of its terms and shall immediately inform Producer of the name and address of any additional member and shall immediately cause such additional member to execute this Shopping Agreement.

8. MISCELLANEOUS.

a. Writer and Producer each acknowledge that they have carefully read this Agreement and that they fully understand its contents.

b. There shall be no change, amendment or modification of this Agreement unless it is reduced to writing and signed by all parties hereto.

c. No waiver or any breach of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach hereof.

d. This Agreement does not and shall not be construed to create a partnership or joint venture between the parties hereto.

e. This Agreement shall be construed in accordance with the laws of the State of California governing contracts wholly executed and performed therein, and the parties hereto agree to submit to the jurisdiction of the Courts of the State of California and that service of process may be made by certified mail in lieu of personal service thereof.

f. This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, executors and successors.

g. In the event any provision hereof shall be for any reason illegal or unenforceable, the same shall not affect the validity or enforceability of the remaining provisions hereof,

h. Any and all notices, statements, requests, demands and other communications required or permitted to be given by this Agreement shall be in writing and shall conclusively be deemed to have been given if personally delivered to, or if enclosed in a stamped and sealed envelope, and mailed by registered or certified mail in the United States Mails addressed to the party to whom it is authorized to be given at the address first set forth above or at such other places as the parties shall designate in writing by certified or registered mail.

IN WITNESS WHEREOF, the parties hereto have executed this Shopping Agreement the day and year first above written.

WRITER: _____

Date: _____

PRODUCER: _____

Date: _____