

**WRITING PARTNERSHIP DISSOLUTION AGREEMENT**

State of \_\_\_\_\_

This Writing Partnership Dissolution Agreement (the "Dissolution Agreement") is made and entered into on

\_\_\_\_\_ M/D/Y (the "Execution Date") by and between the following Partners:

\_\_\_\_\_ (Writing Partner #1)

located at the following address & e-mail address:

\_\_\_\_\_  
\_\_\_\_\_

and

\_\_\_\_\_ (Writing Partner #2)

located at the following address & e-mail address:

\_\_\_\_\_  
\_\_\_\_\_

**BACKGROUND:**

A. \_\_\_\_\_ is a writing Partnership with the above address(es).

B. The Partners have operated \_\_\_\_\_ with the following purpose:

\_\_\_\_\_.

C. The Partners entered into the Partnership and have continued in business together under the provisions of a written agreement dated \_\_\_\_\_, a copy of which is attached herewith as Exhibit A and incorporated by reference into this Agreement. **[If no written agreement was previously made then remove this line. And change the "D" below to a "C."]**

D. The Partners now intend to dissolve the Partnership and its affairs pursuant to a plan by which the Partners liquidate the script(s) ("Work") of the Partnership and distribute to the Partners any proceeds remaining after the payment of all liabilities of the Partnership.

IN CONSIDERATION OF and as a condition of the Partners entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Partners to this Agreement agree to the following:

**I. Dissolution.**

1. The Partners dissolve their Partnership, effective on \_\_\_\_\_ (M/D/Y).

2. Except for the purpose of carrying out the winding-up and liquidation of the business of the Partnership, no Partner shall transact any further business nor incur any further obligations on behalf of the Partnership after the date of this Agreement.

## **II. Liquidation.**

3. \_\_\_\_\_ is appointed as the liquidating Partner to carry out the terms and conditions of this Agreement.

4. \_\_\_\_\_ will be responsible for determining or causing to be determined the extent and whereabouts of all Partnership's Work.  
\_\_\_\_\_ has the ability and right to sell or otherwise distribute any Work, particularly if doing so will help the Partnership.

5. \_\_\_\_\_ shall keep the other Partner informed in a reasonable and timely manner in matters and required mutual decisions regarding the Work. Each Partner shall respond to communications from the other Partner regarding the Work and from others having an interest in the Work in a reasonable and timely manner so as not to harm or unreasonably delay the creation, sale, or other disposition of the Work.

6. Each Partner will be responsible to determine, or cause to be determined, their individual tax obligations. Each Partner shall then prepare and file, or cause to be prepared and filed, any and all necessary tax forms and/or returns.

7. Expenses of any amount for which we are mutually responsible shall be incurred only with prior written mutual consent. Either Partner may elect to absorb an expense in order to advance the production or promotion of the Work and in such instance the Partner making the expenditure cannot later require full or partial compensation for such expense from the other Partner.

8. Immediately following the dissolution of the Partnership, the Partners shall cause an accounting to be made by the following Partner: \_\_\_\_\_ of all the Work, liabilities, and net worth of the Partnership as of the effective date of the dissolution.

9. \_\_\_\_\_ will provide all Partners with a Statement of Account for the Partnership. Said Statement will include a complete list of the Work, as well as any liabilities, and/or other debts belonging to the Partnership. Statement of Account will become a matter of record in the Partnership's books, and all Partners may access to said books when necessary or desired.

10. Except as disclosed in the books and records of the Partnership, each of the Partners represents and warrants that no Partner has previously contracted any liability that can or may be charged to the Partnership or any other Partner, nor has any Partner received or discharged any of the credits, moneys, or effects of the Partnership.

11. On completion of the accounting, the Partners shall pay all of the liabilities of the Partnership, including those owed to the Partners other than for capital or profits, in accordance with the Uniform Partnership Act.

12. All amounts remaining after payment of the above liabilities shall be distributed equally between the Partners (the "Dissolution Distribution").

13. All other Partners shall have the right, directly or through a representative, at all reasonable times, to examine the books and pertinent records of the Partnership to establish and enforce their rights under this Agreement.

14. It is further acknowledged and agreed that \_\_\_\_\_ shall be the exclusive agent or representation of the Partners for the purpose of sale or other disposition of the Work or any rights therein, until such agent or representation is terminated by the Partners, or ceases to represent the Work for any reason. In the absence of an agent or other representation, all said payments are to be made directly to the Partners/Co-Writers in the percentages evenly divided between the Partners.

15. All money or other consideration whatsoever derived from the sale or other disposition of the Work shall be applied as follows: (a) In payment of commissions, if any, (b) In payment of any expenses or reimbursement of either Partner for expenses paid in connection with the Work, (c) To the Partners in proportion of their ownership.

16. It is further understood and agreed that, for the purposes of said Agreement, the Partners shall share hereunder, unless otherwise stated herein, the proceeds from the sale or any and all other disposition of the Work and the rights and licenses therein and with respect thereto, including but not limited to the following: Motion picture rights, Sequel rights, Remake rights, Television film rights, Television live rights, Stage rights, Radio rights, and Book & other media publication rights.

17. Expenses of any amount for which we are mutually responsible shall be incurred only with prior written mutual consent. Either Partner may elect to absorb an expense in order to advance the production or promotion of the Work and in such instance the Partner making the expenditure cannot later require full or partial compensation for such expense from the other Partner.

18. Should the Work be sold or otherwise disposed of and, as an incident thereto, the Partners -- or either of them -- be employed to revise the Work or write another media presentation thereof, the total compensation provided for in such employment agreement shall be shared by the Partners hereto in the same proportion as their ownership as set forth herein above in Paragraph 1. If either Partner is requested to be involved in such revision but shall be unavailable for collaborating therein (which unavailability shall be evidenced by a written confirmation thereof, signed by such unavailable Partner), then the Partner who is available shall be permitted to do such revision and shall be entitled to the full amount of compensation in connection therewith.

### **III. Release and Indemnification.**

19. Each Partner releases all other Partners from any and all known claims, actions, and demands arising as a result of the Partnership. This release does not prevent a Partner from bringing suit under this Dissolution Agreement, should this Agreement not be fulfilled according to the rules set forth.

20. Partner agrees to indemnify and hold harmless \_\_\_\_\_, the liquidating Partner, from claims, damages, or obligations of any kind with regard to their duties in liquidating this Partnership, unless the claims or losses come as a result of the liquidating Partner's breach of contract, unethical behavior, and/or grossly negligent actions.

#### **IV. Miscellaneous Provisions.**

21. This Agreement shall be governed by and construed in accordance with the laws of the state of \_\_\_\_\_.

22. Any and all changes to this Agreement must be in writing and signed by all Partners.

23. The Partners covenant and agree that they will execute any other instruments and documents that are or may become necessary or convenient to carry out this Agreement.

24. The headings used in this Agreement are used for administrative and organization purposes only and are not to be considered in construing the terms of this Agreement.

25. This Agreement shall be binding on, and inure to the benefit of, the Partners and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

26. This Agreement shall not be strictly construed against either Partner.

27. If any provision in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or enforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

28. This Agreement may be executed in any number of counterparts and each of the counterparts shall for all purposes be deemed to be an original.

29. This Agreement supersedes any prior understandings or written or oral agreements between the Partners respecting the subject matter of this Agreement, including the Partnership Agreement, to the extent that the understanding or agreement conflicts with any provision contained in this Agreement.

30. The representations and warranties set forth in this Agreement shall be continuous and shall survive the taking of any accounting and the dissolution and winding up of the Partnership as contemplated by this Agreement.

31. The terms of this Agreement shall be in effect continuously with the life of the Work.

32. Notices by mail shall be addressed to each Partner's address as given above, or to such other address as such Partner may hereafter specify by notice duly given.

33. Each Partner shall endeavor to keep the other informed of any change of contact information regarding this Agreement, but failure to do so, or in a timely manner, shall not affect the terms of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner

prescribed by law as of the Effective Date first written above.

**Signature/Writing Partner 1:**

\_\_\_\_\_

Date: \_\_\_\_\_

**Signature/Writing Partner 2:**

\_\_\_\_\_

Date: \_\_\_\_\_