



## SDM FLIX PRODUCTIONS CONTRACT AGREEMENT

This is a contract between **We Own It Productions LLC** (hereinafter known as **Producer**), and **SDM FLIX PRODUCTIONS LLC** (hereinafter known as **Filmmaker**). Producer and Filmmaker has agreed to collaborate on this project as a partnership production project and other related duties on this feature film currently entitled "**The Hustler**" (the Film).

**1. AREAS OF FILMMAKER RESPONSIBILITY:** Filmmaker will be responsible for:

- a. payment of all incidental expenses for the production to include, but not limited to: fees for drawing up a new budget (if required), legal fees related to reviewing the pre-sales, banking, and inter party agreements, and fees required to set up any and all corporations or legal entities that the production must create. It is understood that filmmaker will be reimbursed for any such expense no later than the first day of principal productions of the Film.
- b. Revision of the script as necessary.
- c. Assisting with the production of the film in any way Producer feels necessary.

**2. FILMMAKER COMPENSATION:** In exchange for the duties listed in section 1 above, the Production shall compensate Filmmaker as follows:

- a. Filmmaker will be given a producer credit on the film.
- b. Filmmaker will be given the role of "Production by" in the production.
- c. Filmmaker will be paid an up-front fee of **\$0.00 USD** as a production fee, which includes the purchase price of the production cost and all other fees due to Filmmaker. This payment shall be made in full no later than the first day of the principal production date. Once **Filmmaker** has received said payment(s) in full, **Producer** will promptly be assigned to all rights to the Film titled "**The Hustler**" as the sole owner of the production.
- d. Filmmaker will receive revenues for the Film titled "**The Hustler**" in the amount of **30%** of the earnings from all sales and streaming platforms worldwide.

**3. AREAS OF PRODUCER RESPONSIBILITY:** Producer intends to use his/her best efforts to put the Film into production. Producer will be responsible for:

- a. Ensuring that the budget, schedule, and script are sufficiently developed in order to obtain proper sales on the Film.
- b. Coordinating and facilitating talent and escrow payments.
- c. Reviewing and approving the shooting schedule and day by day production schedule, including pre-production and post-production schedules.
- d. Reviewing the budget.
- e. Obtaining the necessary pre-sales on the Film to propel the Film into production.
- f. Overseeing the pre-production, production, and post-production on the film.
- g. Obtaining key talent, to include but not limited to making offers.

**4. PRODUCER COMPENSATION:** In exchange for the duties listed in section 1 above, Producer shall be compensated as follows:

a. Producer will be given a producer credit on the Film, in the same location as Filmmaker, and of the same size and prominence, on a separate title page. Such credit will be on any and all advertising and press materials.

b. Producer will be the sole owner of the production entitled **"The Hustler"**, and will retain 100% of all rights of the production. Producer will earn **70%** of all sales and **70%** of the earnings from all streaming platforms worldwide.

**5. PRODUCER APPROVALS:** Producer will have the sole and ultimate approval of the following areas of the film:

a. The budget of the Film.

b. The key roles in the Film.

c. The screenplay of the Film.

d. The shooting schedule of the Film.

e. The selection of the Film musical soundtrack (if any), Director of Photography, Art Director, Production Designer, and other key department heads.

f. Approval of any additional producers on the project.

g. Final cut of the Film Notwithstanding the above, Producer shall meaningfully consult Filmmaker in all aspects of the production.

**6. ADDITIONAL TERMS AND CONDITIONS:** Filmmaker acknowledges and agrees to the following conditions:

a. Filmmaking is fraught with uncertainty and there is no guarantee, express or implied, that Producer's efforts to get the Film into production will succeed.

b. The venue for any contract disputes or litigation pertaining to this contract shall be Southfield, Michigan, United States.

c. This contract shall be governed by the laws of the State of Michigan.

d. This contract represents the entire understanding between Producer and Filmmaker.

e. This contract will be binding upon any successors, assigns, or servants of Filmmaker and Producer.

f. Any and all payments to Producer shall be sent via ACH transfer and be denominated in United States Dollars.

g. Producer shall seek approval from filmmaker before committing to balance owed out of pocket expenses (if any) that producer may incur. Such approval will not be unreasonably withheld, and it is understood that reimbursement for such expenses will come from the production funds of this project.

**7. DURATION OF THE AGREEMENT:** The duration of this agreement is perpetual. Any licensing or sale of the Film production of this project will be negotiated by written consent of the Producer and Filmmaker.

Contact information:

Legal Full Name: Jovan Fort

Phone: (248) 820-0086

Email: jovanfort@gmail.com

IN WITNESS WHEREOF, the **We Own It Productions LLC** Representative and SDM FLIX PRODUCTIONS, LLC have executed this Agreement the date first above written.

SDM FLIX PRODUCTIONS, LLC (Filmmaker) representative  
Donele Bailey - C.E.O

and

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fort

Client Information

Signed by **Jovan fort** on **Wed May 25 2022 15:55:02 GMT-0400 (Eastern Daylight Time)**

**IP Address:** 172.58.122.19

## Audit Log

19/04/2022 17:05:42, Contract created by **admin**

25/05/2022 19:55:08, **Contract signed online by client using 172.58.122.19**