



GET SUCCESS TV

INDEPENDENT TELEVISION PRODUCTIONS

## BROADCAST PRODUCTION AGREEMENT

THIS AGREEMENT effective as of **[Date]**, **[Year]**

**BETWEEN:**

**Get Success TV** ("Producer")

181-183 Chorley New Road, Bolton, Greater Manchester, BL1 4QZ, U.K.,

a trading name of Get Success Limited, incorporated under the laws of England and Wales,

THE FIRST PARTY,

- and -

**[Clients name]** ("The Client")

**[Client's address]**,

a company incorporated under the laws of England and Wales,

THE SECOND PARTY,

**WHEREAS** The Client is the creator of, and owns all right, title and interest, including copyright, in and to, a television Programme tentatively entitled "**[Programme working title]**" (the "Programme"); and

**WHEREAS** Producer wishes to develop and produce both a televised broadcast version and a web-based adaptation based on the Programme designed to promote and complement the television broadcast of the Programme tentatively entitled "**[Programme working title]**"; and

**WHEREAS** The Client wishes to collaborate with and grant the necessary rights to Producer to develop and produce the Programme; and

**WHEREAS** Producer and The Client wish to set out in writing their respective rights and obligations with respect to the ownership, production, distribution and exploitation of the Programme;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises, mutual covenants and agreements herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

### **1) Production of Programme**

- a) The parties agree that Producer shall develop, produce, distribute and exploit the Programme in accordance with this Agreement.
- b) Producer shall produce the Programme substantially in accordance with the approved production budget and project scope set out in the Production Budget and Scope document (the "Scope") submitted on the **[date of submission]** and attached as schedule A.

### **2) Authority of Producer**

- a) Pursuant to the grant of rights herein, Producer shall have the exclusive right to develop, produce and exploit the Programme and shall have sole authority, discretion and control over the following matters:
  - i) Securing all financing for the production of the Programme, including but not limited to funding arising from the Scope in addition to other sources of financing; and
  - ii) Hiring, supervising and coordinating all services, personnel, materials, technology and software required to design, Programme and produce the Programme in accordance with this Agreement;
- b) Producer agrees to consult with The Client on the following matters:
  - i) Managing production budgets and all accounting and business affairs of the Programme related there to; and
  - ii) Developing and producing original creative elements to be included in the Programme.

### **3) Services and Deliverables to be Provided by The Client**

- a) The Client shall provide the following services, creative content, assets and facilities, including but not limited to the following:
  - i) Grant the rights in the Programme to Producer that are necessary to produce the Programme, in accordance with the grant of intellectual property rights as specifically set out in section 4 herein;

- ii) Provide to Producer certain creative content from the Programme to be used and incorporated in the Programme, including but not limited to images, outtakes, film clips, photographic and sound assets, access to talent, music and other materials and the appropriate rights clearances thereof at no charge; and
- iii) Consult with Producer on the creative development, writing and producing of the Programme as necessary.

#### **4) Grant of Rights and Copyright Ownership**

- a) Producer acknowledges that the Programme and all the intellectual property rights in and to the Programme shall remain, in so far as Producer is concerned and subject to the grant of rights herein, entirely vested in The Client.
- b) The Client hereby licenses to Producer the non-exclusive license to use and exhibit images, outtakes, film clips, photographic and sound assets, music and other materials including but not limited to characters, titles, trademarks and logos (the “Licensed Materials”) from the Programme in connection with the production, promotion and exploitation of the Programme, and hereby waives its moral rights in such Licensed Materials, subject to the necessary clearances for such use in accordance with the terms of this Agreement and subject to the rights of reversion on termination as set out in section 12 herein.
- c) Producer shall own all right, title and interest, including but not limited to copyright, in and to all original and pre-existing source code, site files, applications, tools, methods, Programmes, software and know-how created or used by the Producer in the production of the Programme (the “Producer Technology”) and all original creative elements developed and produced by the Producer (the “Producer Content”) from the inception of the creation thereof and in perpetuity and have the right to exploit the Producer Technology independently from the Programme with no payments being due or payable to The Client from such exploitation.

#### **5) Credits**

- a) Provided that the Programme is produced, the parties agree as follows:
  - i) The Client shall permit the Producer a credit in the end credits of the Programme in substantially the following form:
    - (1) “[**Programme working title**] produced by Get Success TV.”

ii) If parts of the Programme are promoted online by the Producer, Producer shall provide The Client with an on-line credit attached to the Programme in substantially the following form:

(1) "Based on the television Programme **[Programme working title]** by **[The Client]**."

## **6) Net Profits**

- a) The parties agree that, unless otherwise agreed and expressly set out in the Scope, all Net Profits from the broadcast transmission of the Programme shall be allotted as 100% to The Client.
- b) "Net Profits" shall be defined as meaning all gross revenues actually received by or on behalf of the parties from all sources worldwide of commercial exploitation of the Programme produced hereunder, following the deduction of any distribution expenses or third party distributor fees, hosting, installation or other fees and expenses related to the Programme including all interest charges, provided that the definition of Net Profits shall, in any event, be defined no less favourably for either party and shall apply to both parties equally.
- c) Notwithstanding the forgoing, the parties acknowledge and agree that the Producer has the unfettered right to exploit any Producer Technology developed in the course of the production of the Programme independently from the Programme and the The Client shall not have any right of any kind to share in the revenue generated from the exploitation of Producer Technology, which shall be for the sole and exclusive benefit of the Producer.

## **7) Records and Accounts**

- a) Producer shall keep or cause to be kept at its principle place of business all books of account and records, and all contracts for the business and operations of the Programme.
- b) Producer shall provide to The Client bi-annually, upon request, a report of all gross revenues and Net Profits derived from the commercial exploitation of the Programme.
- c) The Client shall have the right to examine, inspect, audit and make copies of the books and records of the Producer pertaining to the financial matters relating to this Agreement, such inspection to take place at The Client's expense at the Producer's place of business during normal working hours on business days upon one week written notice to Producer, the frequency of such shall not exceed once annually. The location of inspection may be

altered by prior mutual agreement and may also include the Producer permitting The Client the ability to inspect the financial matters relating to revenue earned from “[Programme working title]” arising from this agreement through electronic means.

## 8) Fees and Payment

- a) The Client shall pay Get Success TV an up-front, non-recurring amount of [production fee amount] for the work undertaken under terms in full accordance with this Agreement or as may be agreed and varied in writing by both parties.
- b) The Client will pay a 50% deposit upfront to start the production process. Work will commence immediately upon receipt of the deposit and a payment receipt will be issued.
- c) The remaining balance must be paid in full 7 days after the televised broadcast of the first production instalment, upon receipt of this remaining balance, a final payment receipt will be issued.
- d) All payments shall be made in Pounds Sterling either by cheque, BACS or an interbank transfer using the online Faster Payment Service to the following account details:

Account Name: \*\*\*\*\*  
Sortcode: \*\*\_\*\*\_  
Account No.: \*\*\*\*\*  
IBAN No. (if req'd): \*\*\*\*\*

- e) If taking advantage of the 4 months interest free financing to pay for the production, The Client acknowledges that the financing arrangement is a third party agreement made between The Client and Paypal Credit.

## 9) Representations and Warranties

- a) Producer represents and warrants to The Client that:
  - i) It has the right and capacity to enter into this Agreement and fully perform all its obligations hereunder;
  - ii) It is a taxable U.K. corporation and shall at all material times continue to be resident in the United Kingdom and the county of Greater Manchester, for the purposes of corporation tax legislation;

- iii) The Programme (other than the Licenced Rights which remain the sole and exclusive responsibility of The Client) and the Producer Content and the Producer Technology shall be wholly original to Producer or the Producer has acquired or will acquire the necessary rights from third parties to contribute same for use in the Programme;
  - iv) The Programme (other than the Licensed Rights which remain the sole and exclusive responsibility of The Client) and the Producer Content and the Producer Technology shall not violate any law or infringe upon or violate any right of any nature or kind of any person, firm, corporation or other entity, including without limitation rights of privacy, publicity, trademark or copyright and shall not constitute a libel or slander against any third party;
  - v) It has obtained or shall obtain waivers for any and all moral rights and any rights of a similar nature in connection with the Programme from and on behalf of its principles, employees, contractors and other contributors to the Programme;
- b) The Client represents and warrants to Producer that:
- i) It has the right and capacity to enter into this Agreement and fully perform all its obligations hereunder;
  - ii) It owns all right, title and interest in and to the Programme and the Licensed Materials, including but not limited to copyright and the Programme and the Licensed Materials are or shall be wholly original to The Client or The Client has acquired or will acquire the necessary rights from third parties to contribute same for use in the Programme;
  - iii) It has not granted the rights granted hereunder to any other party;
  - iv) The Programme and the Licensed Rights shall not violate any law or infringe upon or violate any right of any nature or kind of any person, firm, corporation or other entity, including without limitation rights of privacy, publicity, trademark or copyright and shall not constitute a libel or slander against any third party;
  - v) It has obtained or shall obtain waivers for any and all moral rights and any rights of a similar nature in connection with the Programme and the Licenced Materials and on behalf of its principles, employees, contractors and other contributors to the Programme, Licenced Materials and the Programme;

## **10) Indemnifications**

- a) Each party shall indemnify and save harmless the other party from and against all losses, damages and expenses, including reasonable legal fees and disbursements, resulting from any claim, action or proceeding arising from a breach of any of the warranties made by the breaching party in section 9 (a) and (b) above.

## **11) Special Damages and Loss of Profits**

- a) Neither party shall be liable hereunder for any loss of profits or any special, indirect, incidental or consequential damages, whether arising in contract, tort or otherwise. Each party's liability and any of its respective employees, agents, independent contractors or representatives, to the other for claims arising out of or relating to this Agreement will be restricted to actual damages only.

## **12) Termination**

- a) Subject to section 13, the parties shall be entitled to terminate this Agreement upon written notice given by the party initiating the termination and delivered to the other party, without further compensation or obligation to each other, if any of the following events occur:
  - i) If there is any material breach of this Agreement by either party not cured within 15 days of the other party delivering written notice thereof to the party in breach; and/or
  - ii) If either party becomes insolvent, or makes an assignment in bankruptcy, is liquidated or dissolved.
  - iii) The Client fails to collaborate or respond to the Producer's repeated requests for further information and a period of 45 days elapses without response from The Client.

## **13) Ownership and Reversion of Rights on Termination**

- a) Upon termination of this Agreement, without prejudice to any other rights at law, each party shall continue to own its respective right, title and interest in and to the elements and materials it contributed in respect of the Programme, and the copyright therein and thereto, subject to the following:
  - i) In the event this Agreement is terminated in accordance with the conditions in subsections 12(a)(i)-(iii) above, the parties agree as follows:
    - (1) The Programme shall remain the sole and exclusive property of The Client, including but not limited to copyright, subject to the limitations of applicable third party licenses.
    - (2) All Producer Technology and Producer Content originally created by Producer for the development and production of the television programme shall remain

the sole and exclusive property of Producer, including but not limited to copyright, subject to the limitations of applicable third party licenses.

- b) The parties hereto expressly acknowledge and agree that the terms of this Section 13 are made without prejudice to any other right or remedy at law that either party may have for termination arising out of the other party's breach of this Agreement.

#### 14) Notice

- a) Any notice required or permitted to be given hereunder shall be in writing and shall be deemed given (i) when delivered personally to any officer of the party being notified; or (ii) on the third business day after being sent by registered or recorded mail, addressed as follows:

To The Client:           **[Contact Name]**  
                                  **[Company Name]**  
                                  **[Address]**  
                                  Tel: **[Phone Number]**

To Producer:            Get Success TV  
                                  181-183 Chorley New Road,  
                                  Bolton,  
                                  Gtr. Manchester, BL1 4QZ  
                                  United Kingdom  
                                  Tel: +44 (0)1204 430014

#### 15) Confidentiality

- a) This Agreement and the business of the Parties with respect to the Programme shall be treated by the Parties as strictly confidential other than as may be disclosed by either Party to mutually approved prospective and actual financial participants in the Production, accountants and lawyers giving advice to the Parties, or in the course of enforcement of any provision hereof.

## **16) Independent Contractors**

- a) The parties hereto are independent contractors and neither shall act as the other's agent, nor shall either party be deemed an agent or employee of the other nor shall this Agreement be interpreted as creating an employment relationship, partnership or joint venture or otherwise. Neither party shall incur any obligation on the other's behalf, nor commit the other in any manner without the other's prior written consent.

## **17) Force Majeure**

- a) Neither party hereto shall be responsible for any losses or damages to the other occasioned by delays in the performance or non-performance of any of said party's obligations when caused by Acts of God, strike, acts of war, inability of supplies or material or labour or any other cause beyond the reasonable control of the said party at any time for performance of any services or shall be extended by the period of such delay.

## **18) Severability**

- a) In the event any portion of this Agreement is deemed to be invalid or unenforceable, such portion shall be deemed severed and the parties agree that the remaining portions of this Agreement shall remain in full force and effect.

## **19) Assignment**

- a) Neither party may assign or otherwise transfer this Agreement without the written consent of the other party. This Agreement shall enure to the benefit of and bind the parties hereto and their respective legal representatives, successors and assigns.

## **20) Governing Law**

- a) Any and all claims and actions arising out of the Agreement shall be exclusively interpreted in accordance with the laws of England and shall be subject to the exclusive jurisdiction of its courts in Greater Manchester, which proceedings shall be final and binding, and strictly confidential.

## 21) Entire Agreement

- a) This Agreement, including the recitals and Schedules, sets forth the entire agreement between the parties with respect to the subject matter hereof and shall be amended only in writing signed by the parties.

## 22) Counterparts

- a) This Agreement may be executed in counterparts in the same form and such parts so executed shall together form one original document and be read and construed as if one copy of the Agreement had been executed. Execution and delivery of this Agreement as a signed and scanned document transmitted by email, shall constitute legal and binding execution and delivery of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective this **[date]** day of **[month]**, **[year]**.

**[Name of Client or Client's Company]**

Per: \_\_\_\_\_  
Authorised Signatory

**Get Success TV**

Per:

Authorised Signatory