

Script to Sale\$

Development of Your Project

Part One

Research and Visualizing

ScripttoSales.com
IndependentFilmmakerContracts.com

Success is 10% inspiration and 90% determination

(Disclaimer: Legal Information is not legal advice)

The Basics of a Contract

Offer – an indication of willingness to do, or refrain from doing, something that is capable of being converted by acceptance into a legally binding contract. The offer is given by the offeror to the offeree.¹

Acceptance – agreement to the terms of an offer that, provided certain other requirements are fulfilled, converts the offer into a legally binding contract.²

Consideration – an act, forbearance, or promise by one party to a contract that constitutes the price for which s/he buys the promise of the other.³ It must have some economic value.

Persons wishing to contract must have capacity, desire to contract and the object of the contract must be a lawful object.

Persons contracting must not be: insane, intoxicated, suffering duress, coerced by undue influence, threatened, committing fraud, misrepresenting intentions, suffer a unilateral or mutual mistake, nor be unconscionable.

Minors may ratify or void a contract on reaching the age of majority, except for the necessities of life. A guardian must co-sign all contracts and accompany the minor on the set.

Breach of a contractual rule(s)/principle(s) may lead to the contract being void or voidable.

Note: It is best to consult a lawyer familiar with entertainment law to avoid future litigation. Besides boilerplate provisions in the industry the lawyer will know various levels of industry standards and government regulations in your area of the world.

¹ Oxford Dictionary of Law

² *ibid* 1

³ *ibid* 1

Copyright

“Anything worth copying is worth protecting”

There is no copyright in an idea. Keep your ideas to yourself.

Basic Rule – copyright belongs to the author. Copyright arises automatically where a qualifying person creates a work that is original and tangible/fixed.

Copyright is a “legislated Property Right”. The copyright owner has a bundle of “Exclusive Rights”. For example, s/he can sell, rent out, assign, copy, lend, will and give public performances of the work.

Copyright – the exclusive right to reproduce or authorize others to reproduce artistic, dramatic, literary or musical works.⁴

Copyright protects works irrespective of their artistic merit.

Breach of copyright is known as piracy.

Remedies for breach of copyright may include damages, account of profits or an injunction.

Authorial, primary works are:

1. Literary works
2. Dramatic works
3. Musical works
4. Artistic works

Entrepreneurial, secondary, derivative works (secondary works)

1. Sound recordings
2. Films
3. Broadcasts
4. Topographical arrangements of published editions

Copyright Infringement – unauthorized use of copyrighted works:

For example:

1. To copy without permission
2. Distribute without permission
3. Rent or lend to the public without permission
4. Publicly perform without permission
5. Communicate without permission
6. Adapt a work without permission

Secondary infringement requires knowledge of the infringing activity.

⁴ ibid 1

How to avoid having your “Story Idea” stolen

Concepts, themes, individual words and titles are not protected by copyright. Your idea is not copyrightable. Therefore a Writer who pitches a story idea to another person is vulnerable to theft of her/his story idea(s).

Most important is to keep a diary of notes: of telephone calls, meetings and all drafts of the author’s (your) work. Date and note the time of every entry.

However, there are ways of preventing theft of your idea(s).

1. An idea can be subject of a contract.
2. To avoid theft of story the Writer and the Investor or Producer can agree to compensation for the idea. The Writer when meeting with the Investor or Producer can say: “This idea is offered in confidence. You are not to pass this idea on to anyone without my permission. If you use my idea for a story I expect to be reasonably compensated.”

They must agree with you the Writer. If they don’t agree, leave the meeting instantly.

3. If the Investor or Producer agree orally to reasonable compensation it may be difficult to prove to your benefit. Once you are back at your office send them a letter or email outlining your meeting and stating something to the effect of: “As we agreed during our discussion at (location and date) my idea is confidential and if used by you or your associate(s) I expect reasonable compensation for use of my idea discussed.”

Any breach of these agreements means you can sue for breach of promise.

4. A better means of legal protection for your idea/project is to develop it to the point of being “an expression of the author” (you).

Prepare a detailed outline. Write down details about the characters. Visualize your settings and even have ideas about locations. This goes for films, documentaries, music videos, stage plays, industrial films etc. If it’s music or a jingle idea, write a few bars.

