

**PRODUCTION AGREEMENT**

**(FILM FOETUS, INC./JOE FRANK)**

The following agreement, dated as of \_\_\_\_\_ (the "Agreement") shall constitute the basic terms and conditions of the agreement between **FILM FOETUS, INC.** ("Company") and **JOE FRANK** ("Artist"), in connection with the feature-length theatrical motion picture currently entitled "**JOE FRANK FILM**" ("Picture"), as follows:

1. **Financing.** Company will finance production of Picture. Artist will provide transportation and hotel for Producer for one Los Angeles shoot to be determined in 2011.
2. **Fees in Budget.** Company and Artist will receive no fees during the Production of Picture.
3. **Obligations and Duties.**
  - a. Artist will collaborate with Company on Production scheduling and assist with contact information for interview subjects. Artist will provide original Joe Frank audio show recordings (radio, live performance and internet produced) along with photographs and flat art as needed for the Picture.
  - b. Company will produce, direct and edit the Picture to completion. Throughout Editing and Post-Production, Company will provide Artist with script notes, edited sequences in rough and fine cut forms, and a final cut for review prior to release of the finished Picture.
4. **Creative Control.** Artist shall be entitled to the Final Cut of the Picture. Nothing in this Agreement shall in any way limit Artist's absolute and final cutting authority with respect to the Picture.
5. **Credit.** Credits are as follows:
  - a. Executive Producers - Film Foetus, Inc. & Joe Frank
  - b. Produced & Directed by D.P. Carlson
  - c. Co-Producer Michal Story
  - d. Co-Producer Mike Weber

A list of front and end Credits will be created by Company and reviewed by Artist prior to release of finished Picture.

6. **Footage Rights.** Company will have exclusive rights to the original digital video and audio recording materials created for the Picture. Artist will maintain exclusive rights to all Joe Frank audio show recordings (radio, live performance and internet produced.)

7. **Ownership of Picture.** Company and Artist will share ownership of the finished Picture and own 50% each of all distribution moneys from Domestic, Foreign, Home Video, Television (pay, cable, network) and Digital sales.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the date and year above first indicated.

**NAME OF COMPANY (FILM FOETUS, INC.)**

**NAME OF ARTIST (JOE FRANK)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_