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[Some BASICS of Film Production Contracts](#)

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Film production contracts encompass some "standard production guidelines" which producers must adhere to. Such standard production guidelines include but are not limited to: picture length adherence, budget adherence, screenplay adherence, rating adherence, cover shots adherence and end credits adherence, among other provisions. Let us further explore this salient rather complicated topic.

SOME BACKGROUND ON THE ROLE PRODUCERS

Producers, unlike writers or directors, do not necessarily have specific functions. Producers could do some, most or all of the following depending upon their title and scope of responsibility:

- **LINE PRODUCER:** Often, most productions include line producers, whether or not such individual is referred to it by such title. The Line Producer is often the hands-on manager of the production preparing budgets, securing locations and negotiating leases, among other functions.
- **PRODUCER STATUS BY VIRTUE OF ASSOCIATION:** It is conceivable and standard practice to earn producer status solely because the person is a personal manager to the film's star, is the film writer, is film star's friend or is the film star. In such scenarios, studios, usually, do not require full-time producer work from such individuals.
- **EXECUTIVE PRODUCER:** This title was traditionally bestowed on people who helped secure financing for the film. Nonetheless, this is no longer necessarily the case. For instance, it is possible production companies accord such status to one of their people credited with spearheading the project during its development stage.



FILM PRODUCTION REQUIREMENTS

It is customary for most studios to require producer to adhere to the following guidelines:

1. BUDGET ADHERENCE

Studio contracts, generally, provide that "the picture shall be produced and delivered in accordance with the approved budget - subject only to the changes approved by the studio, in writing". In fact, as the contract specifies, producer needs to closely watch the approved budget and should not unreasonably expect more budget or deviations from what the studio approved, unless the studio in writing acquiesces to such changes.

2. PICTURE LENGTH ADHERENCE

Studio contracts, generally, provide that the completed picture must have a running time of "not less than 95 minutes and not more than 110 minutes." Nonetheless, it is possible that the studio and producer could modify such length of time and agree on the precise running time, at the end. It behooves the producer to closely work with the editor to consummate such picture length, as agreed to by the parties.

3. RATING ADHERENCE

Studio contracts, generally, specify a particular rating requirement in the producer's agreement. Such rating requirement, usually, varies based on the type of the film. For instance, if the movie is an animated feature for children, such requirement would be for a "G" rating. It is important to note the Motion Picture Association of America (MPAA) is the final arbiter of the rating. Producer, based on the specific language of the contract, might be expected to use his best or reasonable efforts to accomplish this objective.

4. SCREENPLAY ADHERENCE

Studio contracts, generally, specify a particular language ensuring the motion picture adhere to the approved shooting script. This requirement is intended to minimize, to the extent possible, any "significant" deviation from the approved screenplay for which the studio agreed to pay.

5. COVER SHOTS ADHERENCE

Studio contracts, generally, require the producer to include "cover shots". Cover shots are referred to alternate scenes and language used to replace or "cover" scenes containing nudity or profanity shot for the film's theatrical release. Such cover shots are used to supplant such scenes or dialogue in television network, airline, or other versions of the motion picture.



6. END CREDITS ADHERENCE

Studio contracts, generally, impose running-time limits on end credits. The contracts require that the end credits not exceed 3 minutes.

DISCLAIMER

This article NEITHER in any way supplants seeking competent professional legal counsel NOR serves as legal advice. In fact, this article encompasses ONLY SOME of the salient points concerning this rather complicated topic.

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