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[Fundamentals for Film Producers](#)

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Film Producers are unlike writers or directors. Film Producer title does not necessarily translate into producing the film. Film Producer title could be secured by mere association with the film's star or writer or such title could be bestowed upon an individual because of financial contribution to the film. On the other hand, a film writer or director is necessarily an individual directing or writing the film. In this article, we explore, to some extent, the fundamentals of film production from the perspective of "real" Film Producers involved in production of the film who receive "Produced by" credit.

SOME BACKGROUND ON CADRE OF FILM PRODUCERS

There are, in fact, disparate types of film producers. For instance, line producer, often is referred to as the hands-on manager of the production responsible for preparing budgets, securing location, negotiating leases and even supervising accounting personnel, among other duties.

On the other hand, as previously indicated, some individuals might have been bestowed upon their "Producer" since they serve as the personal manager to one of the film's stars or even the film's writer. Such credits are often referred to as "Vanity" credits. In addition, a "Producer" title might be bestowed upon an individual in an entourage of a mighty person involved with the film such as the film's star or director, to name a few. In such instances, studios often do not demand duties of an actual producer from such producers.

Nonetheless, a "real" Film Producer is tasked with multitude of tasks during pre-production, production and post-production. Film Producer, during developing the film, is expected and even required to supervise screenwriters, suggest potential directors and cast members. During preproduction and principal photography, Film Producer might have to ensure the production is running smoothly and the cast and crew are getting along. During the post-production process, Film Producer helps ensure the dubbing, reshootings, looping and distribution are properly arranged and executed, to some extent.



In addition, it is incumbent upon Film Producer to ensure, especially independent Film Producers, all applicable necessary rights and agreements essential for production and distribution of the film.

SOME CRITICAL GUIDELINES FOR FILM PRODUCER DEALING WITH STUDIO CONTRACTS

1. BUDGET

Most studio contracts contain language to the effect that Film Producer must produce AND deliver the film in accordance with the approved budget and any changes to the approved budget must be approved in writing by the studio. Consequently, paying close attention to costs and expenses and staying within the approved budget is a critical task a Film Producer is stringently expected to oblige with.

2. SCREENPLAY

Most studio contracts, also, contain language to the effect that the film must conform with the designated approved shooting script. This requirement is essential to ensure the final product really and substantially conforms with the APPROVED shooting script.

3. LENGTH

Most studio contracts, also, require the COMPLETED product must have a running time of "not less than 95 minutes and not more than 110 minutes". It is essential for Film Producer to seek to achieve the studio desired running time, although the studio might be open to negotiation to expand such running time, in some specific instances.

4. RATING

Most studio contracts, again, demand a certain rating for a film depending on the desired audience and anticipated revenue. For instance, for most animated films for children, a rating of "G" might be required. Motion Picture Association of America ("MPAA") is the final arbiter of rating movies. Nonetheless, Film Producer is contractually obligated, often, to use best efforts to secure the desired rating.

5. END CREDITS

Most studio contracts, also, require the end credits, the credits appearing at the end of the film, not to exceed 3 minutes.



6. DEVELOPMENT FEE

Development Fee is critical to Film Producers. In fact, if Film Producers could secure such fee, Development Fee could be the only money Film Producers receive since many projects are pitched but few are developed and properly distributed. Such development fee could be negotiated when Film Producer is "attached to" the project.

Customarily, the amount of Development Fee could vary anywhere from \$10,000 - \$60,000. Such fee is an advance against Film Producer's negotiated producing fee. Development Fee is to compensate Film Producer for services rendered during development periods.

Development Fee is often payable in 2 installments:

1. HALF When the Film Producer commences services under the contract; and
2. THE OTHER HALF upon the earlier of either upon the project's abandonment OR upon the studio proceeding to production of the film.

7. PRODUCING FEE

Producing Fee is separate from Development Fee. Development Fee is what Film Producer receives as an advance against Producing Fee. Nonetheless, Producing Fee is often a GUARANTEED FEE.

There is no set of rules for the amount of Producing Fee a Film Producer receives. Studios are free to pay whatever they would like subject to federal minimum wage requirements.

Such Producing Fee is determined or rather influenced by a confluence of disparate yet intertwined factors, among which are:

- Film Producer Previous Projects' Box Office Success or Lack Thereof;
- Film Producer Current Attachments or Lack Thereof;
- Film Producer's Critical Acclaim or Lack Thereof;
- Film Producer's Services Expected to Render Under Current Contract; and
- The Budget of the Film

The Producing Fee (GUARANTEED FEE) LESS Development Fee is paid in accordance to the following schedule:

1. **20%** payable in weekly installments during the 8 weeks immediately preceding principal photography (i.e. during pre-production)
2. **60%** payable in equal weekly installments during the principal photography
3. **10%** payable upon completion of the last cut of the film
4. **10%** payable upon delivery to the studio of the ANSWER PRINT.



8. CONTINGENT COMPENSATION

Contingent compensation refers to the compensation, if any, granted to Film Producer, NOT co-producers and associate producers typically, from the gross or net receipts from the back end. Of course, studios are under no obligation to pay such contingent fees. Rather esoteric language is used in contractual agreements to ascertain when and if such contingent compensation is earned. For instance, most studio contracts use contingent compensation is a participation of "50 percent of 100 percent of the project net proceeds, reducible by all third-party participations to a floor of 25 percent". In other words, if the studio grants net proceeds to third party individuals such as writer and director, the proceeds granted to such third parties will be deducted from Film Producer's net proceeds to the extent the studio has granted 25% of the net profits to such individuals. At that time, no more money will be subtracted from Film Producer's shares.

Nonetheless, this area like any other areas of entertainment law is fraught with perils as to definition of net or even proceeds. What constitutes net and what constitutes proceeds is often matter of intense deliberate and long negotiations.

DISCLAIMER

This article NEITHER supplants NOR supplements the breadth and depth of such esoteric topic. In fact, this article ONLY provides a rather RUDIMENTARY synopsis of such rarefied subject matter.

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