



Operation: (title)

## **Production Packet**

(rev. 1/DD MMM YYYY)

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Operation: (title)

## ***Operation Specific Details***

**Original Story Title:** (Title)

**Original Story Author:** (Author)

**Submission Deadline:**Friday, DD MMM 2011, 7PM (MST - Arizona)

**Summary:**

(content)

**Length:** # minutes, (title cards and credits included)

**Additional Information:**

(content)

**Credits:**

In accordance with existing agreements for use of story, the following credits should be given.

In the *opening credits*, the original story author should be displayed prominently in a frame by itself after the opening title card. Suggested format would read:

Story by  
(Author's Full Name)

In the *closing credits*, executive producer credit should be given to Brent Leavitt, and an originating source credit should be given to the Friend Magazine. Requested format is as follows:

("title of story") by (author)  
© by Intellectual Reserve, Inc.  
First published in the Friend magazine



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## **Rules and Standards**

Sun Swing Media productions are distinguished, first, by strict moral standards and, secondly, the highest production value possible within allotted resources.

While story is the crux of each and every project, moral merit and professionalism in the production process are the supporting cast by which a production rises or falls.

## **Practical Limitations**

- **Assigned Story** - Blitzes typically will have an assigned story for which permission has already been obtained to produce.
- **Duration of final product** - Each project will have a specified time duration within which the final product and any credits must be confined to.
- **Registration Deadline** - No registrations will be accepted after the start date has passed, ensuring a minimum time frame within which to work. An individual producer may begin production at any point after registration has been completed.
- **Submission Deadline** - Each blitz will have a fixed date and time by which all participants must complete the project.

## **Standards**

All values and standards depicted in the films must be in harmony with the standards of the Church of Jesus Christ of Latter-day Saints, such standards as are laid out succinctly in the "For the Strength of Youth" pamphlet. It is not our purpose to define these standards here, but only to inform filmmakers that upon this criteria will the final selections be weighed.

Clean and wholesome humor, where and when appropriate, is clearly within these standards.

## **Code of Conduct**

Filmmakers are expected to be "law abiding citizens" in the execution of their productions. If there is anything that is considered to be illegal, in the production of the film, the project will be disqualified. "Don't ask, and hope you don't get caught" is bad form for any production that will be associated with the Sun Swing Media Company. If it cannot be done legally, then there is most likely a better, more creative way to achieve the desired results.

## **Originality**

All content submitted must be 100% original and the submitting party must be the copyright holder of the finished product clear and free. Music may be purchased from a third party vendor, but rights for use must be royalty-free. These rights must also be freely transferable to the Sun Swing Media Company for distribution purposes, in exchange for use of the original story.



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## **General Blitz Information**

### **Purpose**

The purpose of Sun Swing Blitzes are to expedite the creation of moral media content. Content being created presently as a part of these Blitzes are stories taken directly from the Friend magazine and are primarily distributed via a company website and treated as commercial products.

### **Audience**

Target audience for these videos are ages 4-12, or any subset of that age range, such as 4-6, 7-9, or 10-12. Generally speaking, production should be approached with the assumption that older children and adults with the prescribed moral standards could also be equally engaged and entertained.

### **Technical Requirements**

These are the minimum required standards for the completed project.

- Format: H.264, .mp4
- Screen Ration: 9:16
- Resolution: 720 x 1280px
- Sound: AAC, Stereo, 48.000 kHz
- Frame Rate: 23.98 fps (24 fps)

### **Submission Checklist**

- ✓ Film is complete. (Technical requirements met)
- ✓ 15 second trailer is complete.
- ✓ Minimum of two (2) high resolution production stills.
  - 300 dpi. 5" x 7" minimum.
- ✓ Co-producer/Distribution Agreement signed. (Scanned, digital copy OK for deadline; mail signed original to: *Sun Swing Media Company, Attn: Production Blitz, 37465 W. Amalfi Ave. Maricopa, AZ 85138*).

# SUN SWING BLITZ

Operation: (title)

## ***Original Story***

(Title), by (Author)

(Story goes here)

# SUN SWING BLITZ

Operation: (title)

## ***Author's Release***

(Insert scanned document here)



Operation: (title)

**Producer/ Distributor Agreement**

\_\_\_\_\_ (DATE)

\_\_\_\_\_ (PRODUCTION COMPANY, if any)

\_\_\_\_\_ (PRODUCER)

\_\_\_\_\_ (STREET ADDRESS)

\_\_\_\_\_ (CITY, STATE, COUNTRY, POSTAL CODE)

\_\_\_\_\_ (PHONE)

\_\_\_\_\_ (E-MAIL)

SUN SWING MEDIA COMPANY (DISTRIBUTOR)  
BRENT LEAVITT  
37465 W AMALFI AVE.  
MARICOPA, AZ 85138  
Tel. 801.372.2610  
Eml. [brentleavitt@sunswingmedia.com](mailto:brentleavitt@sunswingmedia.com)

(Name of Original Story) (STORY)

\_\_\_\_\_ (PROJECT)

This agreement has been prepared by the DISTRIBUTOR and is considered to be legally binding only in as far as such an agreement is able to be enforced. It has not been prepared by a legal professional. Its primary purpose is to establish a mutual understanding of the terms and expectations to be met by both parties.

Upon receipt of payment at the time of registration, the DISTRIBUTOR grants the PRODUCER rights to use the STORY, for which the DISTRIBUTOR has previously recieved permission from the author of the STORY.

Per the DISTRIBUTOR agreement with the originating author, this right can be revoked, with or without prior written notice, if the DISTRIBUTOR issues a full refund of the initial entry fee, whether or not the PRODUCER elects to recieve such. This decision is ultimately at the discretion of the DISTRIBUTOR.



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## ***Producer/ Distributor Agreement, Page 2***

The PRODUCER warrants that it is the copyright owner of all materials and media contained within the PROJECT, including but not limited to: performances, literature, artwork, music, and so forth.

The PRODUCER agrees to grant the DISTRIBUTOR the following rights:

- Full access to resale copies of the the completed PROJECT in any venue or format deemed appropriate by the DISTRIBUTOR. Such venues may include but are not limited to:
  - Online group or individual video sales.
  - DVD series compilations.
  - Television programming licenses.
  - Other modes of content distribution, as yet unknown.
- Use of production stills, original source footage, music, and any other materials or artifacts, within reasonable means, produced or associated with the PROJECT for promotional and publicity purposes of the same PROJECT.
- Upon request, information relative to cast members or other crew members associated with the PROJECT for promotional and publicity purposes.

The PRODUCER agrees to not hold the DISTRIBUTOR responsible for any of the following:

- Any expense or liability incurred in relation to the production of the PROJECT.
- Contractual agreements made between the PRODUCER and any parties associated with the production of the PROJECT, including but not limited to actors, crew members, music, musicians, location, and so forth.

In short, the risks and responsibilities associated with production belong exclusively to the PRODUCER. This is particularly important to understand in lieu of the following:

**No guarantee of distribution is given to the PRODUCER until notice of such is received in writing, electronic or print, from the DISTRIBUTOR *after* the completion of the PROJECT.**

The PRODUCER agrees to give DISTRIBUTOR first choice in determining distribution for the PROJECT.

Upon receipt of notice for distribution, the following terms apply. The PRODUCER agrees to:

- grant the DISTRIBUTOR the unconditional use of the PROJECT for commercial and other activities for a period of 5 years.
- Not contract any other agreements with other distributors for use of the same PROJECT during the same 5 year period.
- Not display in public for commercial puposes or otherwise the PROJECT during the same 5 year period, except PRODUCER shall have the right to exhibit the PROJECT in festivals, industry screenings and screenings for non-profit and/or educational purposes.
- At the end of the 5 year period, grant the DISTRIBUTOR first rights and privileges to a renewal of the distribution agreement.





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**Producer/ Distributor Agreement, Page 3**

The PRODUCER also agrees to provide the DISTRIBUTOR with a copy of the production budget/cost of PROJECT at the time of delivery.

If and *after* a denial for distribution has been given by the DISTRIBUTOR, should a PRODUCER wish to pursue distribution of the PROJECT elsewhere for commercial ends, it is the responsibility of the PRODUCER to first seek permission for use of the STORY from the original author, and not from the DISTRIBUTOR.

**Payment**

In exchange for said rights, the DISTRIBUTOR agrees to pay the PRODUCER in the amount of no less than 60% of total revenues accrued through the sales and licensing of the PROJECT, after operating costs, not to exceed the amount of production costs times two (x2). If and when said threshold has been met, distribution of revenues between PRODUCER and DISTRIBUTOR will be split evenly (50% each) after operating costs are extracted. See Appendix A for details on payment schedule.

Operating costs are those accrued in process of normal business operations associated with the direct sale of the PROJECT. For example, the transactional fee charged by the payment processing company (which is typically 10% of the sale price) is a direct operational cost. Conversely, the DISTRIBUTOR'S monthly phone bill is *not* a direct operational cost. Promotional/advertising fees, if any, will be considered indirect operating costs.

**Acknowledgement**

By signing below, the PRODUCER acknowledges and accepts the terms of this agreement. This document has not been prepared by a legal professional and is considered to be legally binding only in as far as such an agreement is able to be enforced. Its primary purpose is to establish a mutual understanding of the terms and expectations to be met by both parties involved. This document may be replaced at any time by a professionally drafted legal document.

\_\_\_\_\_  
(Producer – Signed Name)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(Producer – Printed Name)



Operation: (title)

## ***Producer/ Distributor Agreement: Appendix A – Payment Schedule***

Cost of Production: \$2000 (sample amount)

Sale Price: \$1 per download

Month One:

- 200 sales x \$1 = \$200 gross receipts

Direct expenses from month one:

- \$20 (Paypal micropayments fee is \$.05 + 5% per transaction. On a \$1 transaction, that equals \$.10.)

Revenue from Month One:

- \$200 - \$20 = \$180

Producer's cut from Month One:

- \$180\* .6 = \$108

<b>Month</b>	<b>Net Receipts</b>	<b>Producer %</b>	<b>Producer's cut</b>	<b>Total Payout</b>	
1	\$180	60%	\$108	\$108	
2	\$180	60%	\$108	\$216	
3	\$180	60%	\$108	\$324	
4	\$180	60%	\$108	\$432	
5 to 10	\$1,080	60%	\$648	\$1,080	
11 to 20	\$1,800	60%	\$1,080	\$2,160	
21 to 30	\$1,800	60%	\$1,080	\$3,240	
31 to 38	\$1,440	60%	\$864	\$4,104	Payment Threshold
39	\$180	50%	\$90	\$4,194	
40	\$180	50%	\$90	\$4,284	

Sample results based on generic assumptions to illustrate payment threshold.

Notes: This is a generous distribution agreement designed to encourage future collaboration on subsequent productions. Indirect expense such as facilities, operating expenses and other cost are being assumed by the distributor at this point in time.