MASTERING THE PITCH

HOW TO EFFECTIVELY **PITCH YOUR IDEAS** TO HOLLYWOOD

SCOTT KIRKPATRICK

A **Focal Press** Book

ROUTLEDGE

MASTERING THE PITCH

Told from the perspective of a Hollywood executive with nearly 20 years' experience professionally pitching and distributing film/TV projects, *Mastering the Pitch* reveals all the nuanced details of the pitching process.

Readers will gain valuable insights into how the Hollywood system operates, improve their professional pitching skills and gain a competitive edge in getting their ideas from concept to greenlight. This book covers:

- how projects are packaged and developed before a pitch;
- how a pitch presentation happens in a real-world setting;
- the core concepts required to pitch each genre type;
- how professional companies actually acquire a pitched project;
- the legal workflows and financial details required to put a deal together;
- examples of pitch documents, presentation materials and how these elements should be designed;
- how to build your personal brand so that you're seen by Hollywood decision makers as someone capable of delivering great projects; and
- how you should speak to professionals about the business viability of your projects.

Mastering the Pitch is a valuable crossover text, designed to help both students and veteran film/TV producers alike hone their pitching and presentation skills.

Scott Kirkpatrick is a Los Angeles-based media executive who's brokered distribution and co-production deals for a wide range of feature film and scripted TV content. He is currently Executive Vice President of Co-Productions and Distribution for Nicely Entertainment and has previously held roles with NENT Studios UK and Mar Vista Entertainment. Kirkpatrick is the author of *Writing for the Green Light* and *Introduction to Media Distribution* and has produced and directed a variety of film and TV content.

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Disclaimer

The content outlined in *Mastering the Pitch* is for informational purposes only and should not be considered a substitute for the expertise of a professional accountant, lawyer or other accredited advisor.

This book is meant only to explain and share the business workflows I've personally encountered during my career in the film and television distribution business in a manner that is both informative and digestible regardless of the reader's level of experience. All examples and inferences made herein are observations of standard business practices in the field and in no way reflect any trade secrets held confidential by any company, employer or entity with which I've been associated.

I have tried to keep all information as up to date—or "evergreen"—as possible, and encourage readers to further investigate any concepts or industry practices they find interesting to better educate themselves on the more granular details of the media development, production and distribution business.

Introduction

I first presented the idea for *Mastering the Pitch* in late February 2020, just weeks before the COVID-19 pandemic clobbered the global economy.

As movie theaters—along with all other businesses—began to close and panic shopping for toilet paper ensued, every television network and production company had to freeze or shut down their current slates of movies and series (several of which were mid-season). Actors, crew and even talent agents at top agencies were suddenly out of work. And as lockdowns stretched out indefinitely, the media business—like all industries around the world—was forced to cancel its seasonal slates of festivals, markets and conventions (the events that drive new business). Major companies—including studios and networks—commenced with layoffs and cost-cutting measures; while some smaller entities just called it quits and shuttered their doors for good.

I honestly thought about dropping the project altogether, because with so much disruption going on, I had no idea if everything I'd grown to know and understand about how content was pitched professionally would still hold true moving forward.

But as I carried on professionally throughout 2020—pitching, presenting and selling new film and TV projects—I realized that the core concepts and principles about how media content is discussed, dissected and greenlit remained consistent throughout. In fact, most of the core concepts I'd grown to understand over my 15-plus years of distribution experience seemed more concrete than ever before.

Despite all the chaos and uncertainty that 2020 and 2021 brought into the mix, audiences from all corners of the planet still wanted to engage with media content. And even with all the corporate disruption (including mergers and corporate selloffs), there were still numerous companies—spanning digital platforms and traditional channels alike—that had the means to supply what was in demand (acquiring projects and producing new content). Although the pitch meetings I'd grown accustomed to might have transitioned from fancy lunches in Cannes to Zoom calls with occasional toddler cameos, the nuts and bolts of how to get a project funded, greenlit and sold remained unchanged.

These nuts and bolts are the foundations of this book: the principles that keep the entertainment industry in motion (and they've changed very little over the past century). No matter what the future holds in terms of technological trends or consumer viewing habits, it is these core principles that support what makes a project attractive to the eyes and ears of those with the power to finance it.

How to Use This Book

Mastering the Pitch is designed to provide you with a comprehensive real-world understanding of how to professionally pitch and present film and television projects. Within this, we'll examine how projects are discussed at varying stages of development and explain how—along with where and to whom—professionals pitch and present their projects. We'll eschew the slick gimmicks and cheap tricks found in other texts to provide you instead with a concrete understanding of the pitching process, so that you can speak about your projects in a more efficient, meaningful and effective way.

There is no one single "correct" way to pitch a project or present a story; there is only your way. *Mastering the Pitch* will give you a complete macro-view of how the entire media industry operates, providing valuable insight on how the pitching process fits into the overall puzzle. In addition to breaking down the fundamentals of how to pitch each type of media content (e.g., feature films, television series or reality shows), we'll also provide insight into high-level legal and financial concepts often overlooked in other pitch-related texts. And finally, we'll offer real-world tips and advice to help you find your own unique voice and build your personal brand so that you can take the necessary steps toward building a professional career.

Incidentally, the advice contained within this book is in no way limited to Hollywood or even North America. As an industry, we've never been more globally interconnected than we are today. And with robust new media markets popping up all over the world—and studios, digital platforms and networks continually expanding internationally—the opportunities for unique film and TV content development can arise in any corner of the globe. Wherever you're based, the concepts and advice offered throughout *Mastering the Pitch* will be equally effective in getting your voice heard and your projects taken seriously.

For
Soha, Zoey and Julian

CHAPTER ONE

What Makes a Project Worth Pitching?

The boardroom door closes. Handshakes, introductions and pleasantries are exchanged. Everyone takes their seats and the small talk draws to a close. One of the execs on the other side of the table looks you in the eye and breaks the silence: "So, what've you got?" All eyes are now on you. The room is yours. The real meeting has begun and it's time for you to pitch.

This is the scenario most people envision when they imagine what it's like to professionally pitch a film, TV series or new media project. It's certainly how I used to think it all worked. Film school courses, along with books, articles and other pitch-related resources (not to mention "Hollywood" themed TV shows like HBO's *Entourage*), only seem to reinforce the notion of this terrifying, stressful and high-stakes meeting where the life of an entire project—and potentially the career of the person presenting it—somehow boils down to one pivotal make-or-break boardroom moment.

Although scenes like this make for great stories, the reality is mostly embellished and largely false.

Pitch meetings can absolutely take place in boardrooms with top-level execs; but they can just as easily happen by phone, videoconference or even email (especially during the early stages of a project's development). A pitch can be made formally at a film festival or convention; but it can also be made quite casually over a coffee or lunch. Regardless of how, when or where a pitch takes place, very rarely are these interactions high pressured or overly stressful—unless you have a fear of public speaking or get nervous in social settings. We'll address how to conquer those fears, among other personal "pitch" strategies, later on.

What I'm really driving at here is that pitching isn't an overly choreographed event; it's organic and conversational. Heading into a meeting with a rehearsed logline—as is commonly suggested—is far more likely to snuff out the spark that drives a project rather than convey its merits. Pitching should be fun.

Before we dive in too deep here, I want to be clear that the pitch advice offered elsewhere isn't wrong per se. My criticism is that the limited number of resources that discuss this topic generally leave out critical information on how pitching fits into the overall process of getting projects developed, greenlit and produced (which is pretty vital if you want to see your projects gain meaningful traction at the professional level). I personally find that these other resources dive way too quickly into strategies, tips and "tricks" about how to pitch, while failing to prepare readers for the realities of how the pitch process works.

My intention with *Mastering the Pitch* is to break from the traditional thinking about the pitch process and instead offer you an in-depth explanation of how—and why—the entire entertainment business operates in the manner it does. By looking at the business that actively drives and supports the entertainment industry, you'll be in a much better position to see how your ideas can fit into the overall system—which puts any project you present miles ahead of the competition.

And before we begin, let me be very clear that there is no single "correct" way to present your ideas; only your way (with *your* unique voice). I'm not here to tell you how to pitch, but rather how to *think* about pitching. The real purpose of *Mastering the Pitch* is to serve as a framework, providing the foundation you'll need so that you can meaningfully apply the concepts from this book to give your projects the spotlight they deserve throughout your career.

Working Backwards

The first thing we need to do is break from the traditional "script to screen" mode of thinking.

Most books, articles and film school courses understandably describe the workflow of making a film, TV or media project in chronological order: a project first starts as an idea which then gets fleshed out as a script; it then gets pitched around, attracts investment, goes into production and is eventually released by a studio or distributor so that a profit can be made. Here's the problem with this approach: Hollywood doesn't make its money from ideas; it makes money by delivering content that audiences want—and are willing to pay money—to see. Without that audience on the other side, there'd be no revenue generated; and without a revenue stream coming back into Hollywood's pockets in the form of profits, there'd be no cash for studios to reinvest in new products. So although it sounds counterintuitive, this chronological "script to screen" approach is actually quite rare; and in the vast majority of scenarios, the decision-making process actually happens in reverse.

The entertainment business is massive: from a global financial perspective, it's a multi*multi*-billion dollar per year industry. In terms of product, the amount of total content hours produced annually added together—spanning movies, TV shows and even new media content (like podcasts and web series)—becomes almost beyond calculation. You're easily talking hundreds of thousands, if not millions, of professionally produced content hours distributed each year. Even after we carve out all the user-generated stuff—which does hold legitimate market value and shouldn't be entirely discredited—you're still looking at an annual number of professionally produced content hours that is beyond one's ability to screen in a lifetime. That's a crazy amount of programming!

But all of these movies, TV shows and media projects cost an incredible amount of money to produce. No one is investing all those dollars out of the goodness of their hearts or for the sake of art; they're producing all that content in order to turn a profit—which in turn keeps the whole system in motion.

With so much money moving around and so many content hours being produced, it almost seems from the outside as if the whole process rests upon luck or happenstance in deciding which projects—and therefore which content creators—get a professional break. But luck has nothing to do with it.

The decision point motivating which content gets greenlit and produced doesn't start at the beginning of the process—during a pitch meeting outlining a great idea for a script; it starts at the very end. Studios, networks and platforms first identify the content preferences of an active and *verifiable* audience with money to spend. By first bucketing the type of audience most likely to engage with a movie, TV show or other media property, a development executive can work backward to source or create projects that cater to their outlet's customer base.

This concept might feel more familiar than you realize because nearly every screenwriting book, blog or class advises writers that they should know their ending before they type a single word. The belief is that only when a writer knows how their story will conclude can they know for certain where and how it should start. This same logic applies in the business world as well. Only for a company, the "ending" isn't getting a character from point A to B in a story; it's getting that verifiable audience to open their wallets and fork over their hard-earned cash in exchange for a meaningful emotional experience.

Don't think of a verifiable audience as some purely abstract concept; we all fit into a definition of "verifiable audience" because we're all consumers. When we navigate Netflix or decide which TV show to watch or buy a ticket for a film in a movie theater, we're actively making significant financial decisions—ones that Hollywood execs pay very close attention to. As a customer, you might feel as if you're simply making entertainment selections for the evening—choosing what you want to watch in the manner that's most convenient for you; but on a much larger scale, you're contributing to the flow of industry-wide revenues.

When your money rewards one product, service or company over others, you are inadvertently shaping how the entire entertainment industry operates. While a few dollars here or there might not feel like they would even be noticed, when your decisions are compounded across millions of customers, the compiled metrics tell a powerful story about what the market wants (and what it doesn't). This is how Blockbuster Video declined from a once-monopolistic global home entertainment entity in its heyday to a bankrupt dinosaur within a few short years—replaced by scrappy upstart Netflix (a service that Blockbuster never initially regarded as a competitor).

But we're not all tuning into the same content at the same time. Even though we're all consumers, we each have very different tastes. Over time, as every single one of us makes our own individual content selections, the media we choose to engage with and the means by which we access it start to adapt in order to better serve our interests. Each avenue or platform (e.g., TV channels, movie theaters or video-on-demand (VOD) platforms)—and each production company or producer creating the content catering to those outlets—slowly takes on a unique style based upon the type of audience it is most capable of reaching.

To give a practical example, when we think of HBO today, we see a powerful premium-television network with a commanding international presence spread across both network television and VOD. With a library stacked with incredible titles like *Chernobyl*, *Euphoria* and *Succession*—to name just a recent few—it's hard to imagine this company ever struggling to get a foothold. But it once did. In its very early years, the idea of even offering audiences a premium cable channel like HBO was bold thinking. The budget HBO had available initially was modest at best. And despite its original name—the Home Box Office Network—it was picking up scraps from the studios just to keep its channel programmed. But its executives were strategic. They didn't just pick up any known affordable title; instead, they focused only on content that would grow its subscriber base by finding niche cult hits. Eventually, once HBO was commanding enough eyeballs, it was able to begin co-producing original shows in order to further grow its audience. So, as far as HBO history goes, it didn't just start with *Sex and the City* and get lucky—which is how most people view its successful evolution; HBO spent years achieving the level of market reach required before investing in original programs. And once it had the ability to produce solid original content, HBO relied on the preferences of its verifiable audience to decide which projects to pursue and develop (which maintained and increased its volume of subscribers).

The channel TLC followed a similar journey. Originally known as The Learning Channel, it was a dud of a network throughout the 1970s, 1980s and mid-1990s. There was no direction or focus. The audience was tiny, the metrics were uninteresting and the network traded hands from one corporate owner to the next. But in the late 1990s, a new executive team saw potential and made a pivot. A single medical forensics show called *The New Detectives* was trending with a daytime female audience (they'd tune in for this one program, then switch to another network after it ended). The executives followed the positive metrics and increased their female daytime content slate around this single program. The move worked: the ratings increased, the viewership grew and the positive feedback loop continued. Soon they rebranded, switching from "The Learning Channel" to "TLC." Once they found their daytime audience, they churned out megahits like *Trading Spaces*, *Junkyard Wars* and *Little People, Big World*. This massively grew TLC's ad revenue, carriage and audience margins. They found their sweet spot, which allowed their executive team to pinpoint future primetime hits like *Here Comes Honey Boo Boo* and find scalable opportunities ripe for spinoffs like *17 Kids and Counting* (later rebranded as *18 Kids and Counting*, followed by *19 Kids and Counting*).

Through this process of focusing first on audience, each television network, VOD platform and even movie theater chain will start to identify its unique foothold within the marketplace. They'll each identify that niche audience they can reach better than anyone else. And in an effort to keep their ratings on the rise—and the ad revenues, ticket sales or subscriber numbers growing—their strategy will pivot as needed to keep this identified audience engaged by simply working backward to source, develop, produce and eventually deliver the type of programming their verifiable audience of consumers wants to watch.

Therefore, the projects that will help a company in this process—or that are pitched in a manner which demonstrates how they can further the company's overall strategic objectives—are far more likely to gain the attention of the executives selecting which projects to take on.

Creativity with a Purpose

Although it may appear from the outside that major studio and platform execs simply take their audiences for granted, I assure you they do not. With no audience watching, zero revenue would be derived. And in the absence of revenue, the company would collapse. While it's vital to acknowledge that money and profit margins are what allow projects to get developed and produced, none of this works without solid creative talent operating equally within this process.

Audiences are not stupid and executives know this. Audiences won't just watch anything because it's made available to them—no matter how much a studio or network advertises. Additionally, audiences expect a certain minimum standard in their content selections and can sniff cheap gimmicks a mile away. To offer some context here, we started this chapter by outlining the massive volume of available content released each year (an incalculable amount that would be unwatchable during one's entire lifetime). Audiences have no shame or guilt about walking out of a movie, stopping a TV series mid-season or canceling a subscription service to invest in another instead. If a movie cost $100 million to produce, the audience couldn't care less; if the poster and trailer don't engage them, they won't buy. For a studio or network, it would take a year at least to produce such a film; for an audience member, it takes less than a second to give that effort a pass.

As explained in our examples of HBO and TLC, executives at both outlets had to focus solely on how to offer their audiences satisfying experiences to keep them subscribed month after month—and to keep that subscriber base growing. The execs deciding which content was worth a multimillion-dollar investment at each of these firms had to know with a high degree of probability that what they were greenlighting would be seen as valuable and prominent within the marketplace—at least to their core audiences. To succeed, they could not simply "meet" audience expectations; they had to *exceed* expectations—and must continue to do so to this day—in order to stay in business.

So while it might seem as if executives only care about the financials of a given project, from the inside I can assure you that no executive I've ever talked to in my 15-plus years in the business has ever glossed over or blown past the absolute paramount importance of story, the quality of the writers or the skills of the director who should lead a project.

Hollywood executives are very shrewd and driven business-minded individuals; but at their core, they're lovers of great content and they want to see the titles they're passionate about make the cut. The vast majority of decision makers in the media industry secured their executive roles by following their strong appreciation for film, television and other forms of media. You don't reach those top levels simply by being greedy; you have to love what you do.

You might roll your eyes at cheesy Lifetime movies, but I promise you that countless boardroom meetings took place to develop every single one of those productions—with multiple detailed discussions regarding the script, cast and visual approach throughout development. (I know because I've been there!) Kids' and children's content might seem easy to slap together—*Kids will watch anything, right?*—but executives are constantly consulting with childhood psychologists and education specialists to ensure they're developing something that will sync with the youth market.

I once landed a major pitch meeting at Starz and brought in top executives from Gaumont—during the height of their *Narcos* days—in order to present a brand-new premium series with top-level directing talent attached (a $65 million production). Even with top-name execs in the room, the Starz development team essentially cut the meeting short because the writer wasn't there to express his vision of the project (he was on location for another project). Before they could meaningfully evaluate the project, they wanted to hear the writer's vision and creative input. That's how important creative minds and ideas are to our industry—and that's how important their voices are to the business process.

That all said, the creativity angle isn't some blank check. The objective is that those creative-minded individuals will be able to bridge the gap: offering a verifiable audience something that hooks into their viewership needs while simultaneously helping to grow that audience for the studio, network or platform funding the project. Think of it like creativity with a purpose. On that same token, the budget of the project must make sense in relation to the amount of subscribers or audience members likely to engage.

Back to our HBO example: I personally don't like fantasy stories about dragons or castles, but I was hooked on *Game of Thrones*. That wasn't just a lucky draw by HBO; they spent four entire years developing *Game of Thrones* to ensure it was strong enough to pull in an audience just like me (a person who might dismiss the series due to its fantasy hook, but who could be converted if the story was properly executed). They were so determined to meet the expectations of the verifiable audience—fans of the book series—while also seeking to expand that audience's reach that they shot two completely different pilots (with different casts) in order to get it right. I have met with several HBO execs. They are strong-minded, deal-making individuals with a clear business objective of growing their audience; but they know the creative teams are the ones capable of driving audience growth. HBO's executive team can create the infrastructure and secure the financing, but it's the creative teams that must execute a top-notch product.

It's Not What You Know, It's How You Pitch

Amazon's founder Jeff Bezos once famously said during a 2016 technology conference near Los Angeles, "When we win Golden Globes, it helps us sell more shoes." At its core, Amazon is not a media company; but it has recognized—and mastered—the power and influence of media. With an annual media investment rumored to be in the $5 billion range, Amazon has been able to produce top-tier premium content that has pushed the established premium networks like HBO, Showtime and Starz into survival mode.

According to a 2018 Reuters article, the first season of *The Man in the High Castle* had a production and marketing budget of $72 million. Using internal mathematics and algorithms, Amazon has stated it captured a viewing audience of over 8 million people, of whom 1.15 million became Amazon Prime subscribers. According to Amazon accounting, this means they "converted" those

1.15 million new customers at a cost of $63 per person—substantially less than the $99 annual subscription fee those customers were paying at the time for access to two-day free shipping. And given the fact that Amazon Prime members are far more likely to make a majority of their everyday purchases via Amazon, *The Man in the High Castle* was considered a very lucrative investment.

What's important to note here is that even despite the 2021 acquisition of MGM, Amazon isn't really in the "media" business; it's an online retailer. For every item purchased via Amazon—ranging from shoes to car parts and baby apparel—a tiny percentage is taken off the top and added to Amazon's profit margin. Media simply became a bold way to attract new customers and convert them into subscribers: the more clients, the more revenue generated for each purchase.

While on the one hand, it can be argued that Amazon's growth and influence are borderline monopolistic, on the other hand, no one is obliging audiences to enjoy their selection of bold and award-winning original programming (including but certainly not limited to *Fleabag*, *The Marvelous Mrs. Maisel*, *Bosch* and *Transparent*)—or their straightforward shipping or return policies.

And Amazon is not an outlier. Apple—despite its massive launch of AppleTV—is also not in the business of media; at its core, Apple is a hardware company that has simply followed the business model of using bold premium content as a way to funnel more purchases of computer and phone products. The Walt Disney Company is no different: although media is a major portion of its overall portfolio, the bulk of its cash comes from its theme parks and hotel properties (the media aspect simply drives customers toward the vacation packages and merchandise). And the same applies to Roku: despite being a leader in the ad-supported VOD space, Roku is primarily focused on selling its hardware and operating systems.

Here is why this "business" rhetoric is critical: when you pitch a project to a company, you're not just presenting a great story or concept; you're presenting a business case as to how and why your project will help them increase their consumer base.

Let me give you an example. A few years back, I was at a conference in Mexico to meet with Latin American clients to grow South American business opportunities. I secured a meeting with a high-level exec from Amazon. The meeting began with the usual banter and then he shifted into explaining that he was looking for projects that could be developed as "Amazon Originals" for the Mexican and Brazilian media markets. He rattled off the style and tone they were looking for; but the emphasis was that these programs had to be well-established—meaning known—properties that could capture a large audience (meaning they wanted a project with a large verifiable audience). They were to be produced locally in Mexico (in Spanish) and Brazil (in Brazilian Portuguese). After I asked a few extra questions, the real motives were revealed. Amazon was soon going to expand its online retail business in Mexico and Brazil; but in order to have a large verifiable customer base of Prime subscribers ready to buy tennis shoes, baby clothes or car parts through their platform in both Mexico and Brazil, they needed to attract a large verifiable audience through some high-end television shows with local talent speaking in local languages.

I put together a presentation for this client, putting all of the programs we were managing that I genuinely felt could work as original Mexican or Brazilian adaptations (mostly scripted television series that had been produced in multiple countries—what we call "formats"). Although I stressed the great attributes of each project's story, I made sure to emphasize the business aspects—mostly that the programs I was presenting had proven verifiable audiences—and detailed how these programs had helped increase audience ratings for new channels and platforms. I wish I could say I was able to secure a deal with Amazon on their Latin American expansion; my client ultimately passed on my pitches—though we did come very close to locking something in.

Whenever I meet with executives at Starz, HBOMax, Netflix, Hulu, AMC's array of channels or any other media organization with the intention of pitching and presenting a slate of projects, I understand that it is through this lens that they'll be making their decisions. My pitch shouldn't just be a great concept; I need to explain *why* a specific project will help them grow their audience, increase their profit margins and provide them a return on their investment (ROI).

You're not pitching your story to elicit an emotional response from a room full of executives; you're presenting an answer to the needs of the Hollywood system.

"Why am I Looking at This?"

During any pitch meeting at any level, the person you're pitching will have one single question in the back of their mind: "Why am I looking at this?"

This single question is the filter you must pass through in order to ensure your ideas are taken seriously. Either they will see your project as something of potential interest to their audience—meaning it could help grow their business reach—or they won't see it as holding any merit (which means it'll get a pass). It can't just be a "good" project—it's already assumed your project is in its highest-quality form; it needs to be seen as a stepping stone in the company's growth.

But "Why am I looking at this?" by itself is pretty vague. That's because this blanket question is really three separate questions crammed into one. Here are the real questions you'll need to answer in order to satisfy the "why" behind an executive review:

- Does the project have a verifiable audience?
- Does the project answer to a specific company mandate or strategy?
- Does the project present a realistically achievable ROI?

Think of answering these questions as getting through the first round of consideration. Whether it's a script, treatment, presentation or lookbook—based on something original or adapted from an established source—these are the three most prominent questions in the back of an executive's mind as they flip through the pages, primarily because these are the criteria by which they'll be held accountable if they choose to present it to their higher-ups.

But there's a catch. No one is going to verbally ask you these questions; they're unspoken. That means you'll need to be the one to initiate these talking points.

Let's explore each of them in turn.

What is a "Verifiable Audience"?

An audience is simply a group of people that will engage with a project once it's created. If it is a movie going into theaters, the audience will be the individuals likely to open their wallets and purchase a ticket. If the project is available on a subscription-based VOD platform like Hulu, Netflix or Disney+, the audience is the percentage portion of the platform's total subscriber base likely to screen that specific movie or program in lieu of the other offerings.

The challenge here is that an audience's true preferences can only be measured after the project exists. But in order to get a project created and greenlit, an executive must somehow prove there is already an existing audience seeking this specific type of content. During the pitch process, this hypothetical audience must be identified, defined and proven as highly likely to watch once the program is released. It's one thing to make the claim that "Females in their mid-30s love this kind of TV show"—which would be a "target" audience (or the ideal audience); but it's something else entirely to *verify* not only that this audience gravitates toward such content, but that the audience will be there for your specific project once it's completed.

The problem is that there's no guarantee that a target audience will engage; no one can predict the future. So how you make the case for a verifiable audience is through associated metrics (numbers). These figures are used throughout a pitch to confirm there is an audience out there, ready to pounce once the product is released.

Examples of verifiable audience would be:

- the number of books sold if the project is adapted from a novel or non-fiction source;
- the number of "unique views" a webpage or article receives if adapted/inspired by a publication, blog or post;
- the number of sales—or number of active players—of a game or toy if the project is inspired by such a source (e.g., video game, board game, e-sport event);
- the success of a past project (e.g., via ratings, box office stats) if the project is a reboot of something pre-established or adapted from an international version; or
- audience attraction toward a celebrity or cast member if the project is a completely original concept—thus making the case that a cast member can generate a certain minimum audience even if the project is based on an original script or other IP with no known comparisons.

But not all audiences are the same in terms of size. Some projects have a massive verifiable audience, while others are niche and therefore limited. If the verifiable audience is small in size, in no way does this mean the project holds no value; the budget simply has to correlate with the anticipated scale of audience.

What is a Company's Mandate or Strategy?

A company's mandate simply comprises the high-level objectives that motivate its decisions. Companies have learned that they cannot make money—and keep people employed—by "doing everything"; instead, they focus on a very small set of factors and attempt to excel at those goals. For instance, ESPN focuses exclusively on sports-related content. Nickelodeon is targeted only toward maintaining a kids' audience. The Lifetime Movie Network is built around women aged 30-plus seeking female-driven thrillers. And Showtime justifies its premium monthly subscription by offering A-level limited series and original programming that touches on subjects out of the range of normal—or "acceptable"—free-to-air TV (e.g., consider the pilot episode of Showtime's *Billions*, which opens with Paul Giamatti's character receiving sexual gratification via humiliation as he's burned with a cigarette and subsequently urinated on by his wife; or the graphic nudity/sexuality on display throughout HBO's *Game of Thrones*).

Each of these companies has a core audience—one they can easily define. In order to stay in business, they need to grow that audience. To achieve this goal, the creative execs map out and target very specified types of projects: ones that can help them succeed with their corporate vision.

To give an example of this thinking, let me describe the strategy of a very well-managed subscription VOD company that has not only effectively grown its subscriber base, but also maintained its subscriber volume year after year: Acorn TV. This company's target audience is a 50-plus-year-old female. The executives humanized this hypothetical viewer by naming her "June." When they make decisions about what projects to invest their dollars in, they ask, "Would June watch this?" June obviously doesn't exist, but there are millions of Junes throughout the world. Acorn TV knows how many subscribers it has, how many Junes are watching and what they want to see. June is their verifiable audience, and she's very loyal. Equally, the executives know exactly how much cash they can afford to invest in a new show so that it will meet June's expectations while not exceeding their corporate budgets (potentially putting off future sales). This targeted approach by Acorn TV's executives has clearly worked, given its sustained subscriber base; but it was verified publicly when the platform was formally acquired by AMC Networks.

What is a "Return on Investment"?

All media content costs money. Companies understand they must invest a certain amount of cash in new content in order to grow their business. But they do not throw this cash around aimlessly. They need to find content that costs a reasonable amount in relation to the likely amount of cash they expect in return.

ROI is simply the amount of profit earned in relation to the initial investment. So, as a hypothetical, if a company invested \$100,000 to produce a movie and after that movie was finished, the company earned a total of \$120,000 from the total revenue (e.g., from something like royalties on streaming or TV rights), then its total ROI would be that extra \$20,000 (meaning it secured an ROI of 20%).

Of course, in real life, numbers and figures are never this clean and simple. If the company actually made \$120,000 in returns, all of the \$20,000 added value wouldn't be pure profit. These companies must pay taxes and payrolls, and also incur other expenses (marketing and legal fees, as well as mundane expenses like electricity and internet capability). All of these get deducted from the total. So although it looks like the company pocketed \$20,000 in cash, a lot of that money went right out the door paying bills.

Remember this when you see massive box office figures or talent deals plastered all over the trade press. The gross figures might be giant sums of cash; but once all the deductions and payments are subtracted—you know, all the real-life stuff—these numbers drop significantly.

I make all these points because any company to which you're pitching a project will inevitably want to know the estimated budget range. It will be able to quickly ballpark the likely revenue and see if the ROI is within the realm of "worth it" all from the estimated budget a producer provides.

Hollywood *Needs* New Content

The entire entertainment industry is dependent upon new projects coming to life and being placed before engaged audience members. Although it may sometimes feel as if you're up against a giant wall, trying desperately to be heard and having no idea how to reach the right people, Hollywood very much wants to hear new ideas and is actively looking for new projects.

On any given day, there are hundreds—if not thousands—of producers or production companies actively looking to invest in new projects. By no means does this imply they'll simply buy into any project—the property must mesh with the style, tone or branding of the company before it will even consider making a move; but producers and production companies are absolutely willing to play ball and put their money where their mouths are when the right property arrives.

Although producers, distributors and development executives may say they're open to reading or considering "anything," they really aren't. They're looking for projects that answer those three big questions we discussed earlier. They're seeking projects that have a verifiable audience; that meet the specific needs of their company's mandate; and that will ensure—or be highly likely to achieve—a strong ROI.

Content can come from anywhere. Regardless of whether you're pitching a scripted TV drama, a feature film or even a current affairs documentary (adapted from other works or original creations), all that really matters is whether you're presenting your project as a solution to an executive's needs.

Your Pitch as a Business Case

Going back to our HBO and TLC examples above—about how both companies evolved from unfocused, floundering entities into growth vehicles simply by finding their market niche and audience—the executives seeking new original content for both networks were actively taking meetings in order to spend cash on development. But they weren't going to simply write checks for good ideas and hope everything worked out; otherwise, both networks probably would have shuttered their doors decades ago. Instead, those executives were carefully investing cash in solid creative concepts that fit their channel's sweet spot while equally holding a solid business base that supported their initiatives. They evaluated each project carefully and moved only on those that ticked the right boxes.

You cannot rely only on the creative components of your project—or your talent at presenting it—and expect to see results. You need to support your project and prove its value by presenting it as not just a clever concept, but also a sound financial opportunity.

How is this accomplished? By creating a business case which outlines how a project meets the required parameters, making it both creatively on target and a viable investment. Or, to put it simply, it's a good idea that costs a reasonable amount to produce; and if fully produced, the volume of eyeballs it would attract would equate to an increase in revenues—making the investment profitable. This isn't just sputtering out that it can be made on a low budget—it's okay for some projects to have higher budgets; what's critical is that you can show how it will generate revenue and that its cost is scalable to its likely revenue intake. These business cases don't have to present every idea as a potential blockbuster—massive hits are quite rare. You only need to show that your project would be a revenue driver in relation to other similar-level presentations; that it would make more cash over time than what was spent for it to be produced.

You don't need to be an industry insider to know what each company is looking for (or what its corporate mandate might be). All the information is already out there. In today's world, this information is easily accessible regardless of your location. Major trade publications—like *Variety*, *The Hollywood Reporter*, *Deadline Hollywood* and *Worldscreen* (among dozens of other top industry publications)—are a click away (for free). Entire pages on user-generated platforms like Wikipedia have done a tremendous job breaking down the complicated organizational structures detailing which channels and production companies are owned or associated with which networks, studios or platforms. Online resources like IMDb have compiled treasure troves of complex information that just 25 years ago would have been impossible—or at least very difficult—to gather without a stacked list of industry contacts. And with LinkedIn, you're literally a click away from connecting with anyone remotely associated with the entertainment business on a professional basis.

Equally, the vast majority of studios, networks and media players in the global marketplace are "public" companies (i.e., they're listed on the stock market). Because of this, they're required to file detailed financial and business documents with the Securities and Exchange Commission (the SEC). These are all available to you—and any other members of the public—for free. While at first glance, such documents might appear drab and wordy, they literally spell out each company's core objectives, its mandate and what it aims to accomplish in the coming years. One document in particular—an annual filing called a 10-K—is specifically designed for a CEO to outline their corporate vision. Don't get intimidated by their size—10-K filings can easily land in the 200 to 300-page zone (sometimes over 1,000 pages!). But you don't have to read the whole thing; just skim a few key parts (e.g., status of the marketplace, letter from the CEO). Check one out from any major studio or network: Netflix, AMC Networks, The Walt Disney Company, Roku, Lionsgate, Discovery Networks, 21st Century Fox, Cinemark, Paramount... Just go on the respective website and look for tabs indicating "investor relations." These are the types of documents massive corporations use to find new investors. In doing so, they must disclose and showcase what it is they're actively seeking from the marketplace.

This is the same research I do before a big pitch or presentation. I look for key phrases or words they use so that I get a sense of how they like to talk about content. I'm no high-finance guru or MBA grad—and you don't need to be one either; but skimming through investment docs is the same type of research journalists for the trades conduct when looking for a story. It's the same type of research investors conduct before they buy stock in a company—with the intention of seeing a solid return. And it's the same type of research you can conduct so that you can better present yourself and your ideas, and get a commanding foot in the door. Give it a try: think of it as a little thought exercise or homework assignment. Even if you don't have a project ready for the marketplace, skimming a few different company 10-Ks might just give you a completely new perspective on the business of entertainment.

Although the creative aspect of your pitch is vital—it's what gets you the meeting and what ultimately gathers an audience of consumers—the business case supporting your pitch is what gets you the greenlight.

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CHAPTER TWO
The Core Principles of Pitching

You're much more accustomed to being on the receiving end of the pitch process than you realize. Just like all those industry execs being pitched film/TV ideas all day long, you also get pitched opportunities dozens of times each day. And equally, you must make decisions on which pitches to pursue and which to ignore.

Ads on TV pitch you new products to purchase. Fast-food spots attempt to make junk food sound healthy. Even when you browse for household products on platforms like Amazon, you're bombarded with "recommendations" or suggestions for add-ons (with clever "other customers also bought..." language to lure you in). The same holds true with media options: theaters try to entice you to watch the latest blockbuster and premium TV networks offer you a free trial period to showcase what their channel has to offer.

These are all pitches. They are putting forward an opportunity for you to purchase, invest in or experience something in exchange for your money and/or time.

Obviously, you don't say yes to every single opportunity you're pitched. There aren't enough hours in the day to watch every movie or series, and you'd bankrupt yourself if you signed up for every subscription service on the market or purchased every "add-on" offered.

Instead, you narrow down your options to those that make sense for you. You make choices. And just like the Hollywood executives sitting behind desks or meeting tables in boardrooms, you too must make decisions about what content you're going to invest your money and time in.

As outlined in Chapter 1, to successfully pitch your project, you need to present it as the solution to an executive's problems. Your project must be seen as one that could help a network, video-on-demand (VOD) platform or theatrical distributor grow its audience base (and its revenue). But how is this possible in a world where new VOD platforms are popping up by the day, audience trends are changing with viral speed and technology is constantly transforming the landscape? Luckily, despite all the noise out there (and there's a lot of it!), you don't have to worry about any of this because the core concepts of the pitch process never change.

Pitch Myths

Before we dive into what does work, let's focus on a few things that don't. There are a lot of pitch-related misconceptions and inaccuracies floating around out there (notions that "feel" logical but lack a grounding in how the industry actually functions). For me, two of them stand out as extremely incorrect and potentially damaging if taken out of context.

Myth #1: Identify an Untapped or Underserved Market

The idea here is that you can somehow gain a competitive edge either by seeking out and/or identifying a story or concept that hasn't yet been depicted, or by targeting an underserved community (one that isn't often depicted or showcased on screen).

First, good luck finding content that "hasn't yet been depicted." Everything has been depicted. And simply trying to "show something new" doesn't make for a quality story. What makes a quality story is building on strong characters going through universally understood experiences and challenges. Hulu's *Dopesick* is a brilliantly executed TV series about America's OxyContin-fueled opioid epidemic, but it's really not showing anything new. Addiction, the exploitation of working classes and the David and Goliath conflict of taking legal action against major corporations are all themes that have been depicted numerous times. These exact same themes were explored in David Mann's 1999 film *The Insider*, which targeted big tobacco. *Dopesick* works not because it's about OxyContin (which has also been explored in other works), but because it retells a sad but familiar story that's universally understood (one that will be told again in the future). Don't rush out searching for something that's "never been seen before"; work on finding the human narrative in a topic that's already understood. That's far more appealing to executives (who are working to supply an existing audience, not to invent a new one). Finding a "fresh take" on a tested storyline is far more compelling than scouring the world for something that's never been seen before.

Second, underserved audiences aren't underserved because they're ignored, forgotten or overlooked, but rather because they don't generate the revenues required to produce targeted content. As an example, very few programs are tailored specifically toward elderly audiences. This isn't ageism in action; it's a business response to the fact that elderly audiences generally don't engage with new scripted properties the way younger audiences do. Therefore, as a whole, fewer scripted projects are produced specifically aimed at the 55-plus audience. Writing a script targeting this "underserved" demographic won't give you a competitive edge; it will instead give others the impression that you're chasing an audience that is very difficult to convert into paying customers (and/or that you potentially have very little understanding of how the industry works).

When it comes to pitching, you don't have to reinvent the wheel. Market demand and revenue models are first identified (e.g., audiences willing to transact upon specific content); then—and only if the metrics and financials make sense—a media property is produced to meet that audience's needs or expectations. Such projects can be developed directly by the studio or sourced from spec projects (ones that mesh with the company's existing objectives). Therefore, chasing concepts or targeting groups that are niche just for the sake of doing so won't give you a competitive edge if those topics aren't likely to yield financial results. Please don't take this to mean that niche topics or underserved communities aren't of interest (they absolutely are); but these projects must instead appear on the surface as wider-reaching and universally understood stories with the niche topics woven in—as referenced with our *Dopesick* example.

Myth #2: Pitching is an "Art"

I cannot stand this phrase. Pitching isn't an art form, because that would imply that pitching is a special skill or talent that only a limited percentage of the population possess (like composing original music or performing brain surgery). Anyone can pitch. There is no right or correct way to pitch. Other resources make pitching sometimes feel like a magical person can walk into a room, utter a perfectly phrased sentence and land a multimillion-dollar offer from a studio. That doesn't happen (unless it's an A-list celebrity; but they'd be getting that multimillion-dollar deal no matter what they said).

All that matters is that you're presenting market-ready projects that actually match or fit the needs of the system.

When is a Project "Market Ready"?

After weeks or months—or potentially years—of whittling away at a project, it's hard to be objective about your work. But at some point, you'll need to consider your work "compete enough" and start getting it in front of professionals if you want to elevate your career. So how can you tell when your project is ready for the real-world marketplace? What do you realistically need in order to initiate next steps?

Here's a few guiding points.

Understand That a Script is Never Complete

A script doesn't have to be "perfect," because it's never actually finalized until the film is released. Script tweaks, scene adjustments and dialogue changes are made throughout the development, pre-production, production and even post-production process. So, what you really need isn't a perfect script (because a "perfect" script doesn't exist), but rather a readable production-ready script (one that is efficient with word use, lacks typos and can be "visualized" easily). If you've completed a few drafts of your script and now find yourself only tweaking a few words here and there, then it's probably pretty close. Another great way is to simply take a break from your script: put it away for a few weeks and then, after focusing on some other projects, give that initial script a full read. In the process, you'll likely be able to identify if changes are required (and have an easier time identifying what those changes are) or get a sense that it works well "as is."

Your Script Needs to be "Production Ready"

Your script will be read by production-savvy producers, so the more "production ready" you can make your project, the better. My best advice here is to actually schedule your script's production: break it down scene by scene and try to see if it can be filmable in 12 or 18 days without making impossible demands on a crew. What equipment would be required? Are dialogue scenes taking place in moving cars or other locations that are complex to control? Are there too many characters (can a few characters be combined to make the casting/scheduling burden more manageable?) These are real-world scenarios that can make a script more challenging to manage (therefore making it less production ready). Rework your script so that it can be easily shot under limited budget constraints and on tight time schedules. This is the type of mindset a producer will be using when evaluating your work (and is therefore the best way to make your script stand out).

You Need the "Tools" for Market-Ready Pitching

In order to be "market ready," you'll need to understand what the market will require of your project. A script alone is the minimum, but it's really hard to get someone to invest the time to read it (especially a busy executive with a stack of scripts already on their desk). So you need more to tip the scales in your favor. I find the following to be the best approach:

- *Synopsis + pitch deck*: When you write your email explaining you've got a solid idea, you'll need to include a synopsis outlining the high-level concept within the body of that email; and you'll also need a pitch deck attached for the client to review. The synopsis sets out the general concept of your project, cluing executives (or their assistants logging submissions) into the project's genre, tone and cast; while the pitch deck (aka "lookbook") provides much more granular detail, with splashy pictures that allows them to "visualize" the concept. The purpose of this email—and the attached pitch deck—is to get that executive to "see" your project's potential and be more excited about reading your script.

- *For a movie: treatment + script*: If your project is a movie, you'll need to be ready to send both a treatment and the script. Although I'd love to believe busy executives actually read scripts cover to cover, they don't. They skim. They might read 10 pages, then skip to the last 10 pages. Offering a treatment (ranging from three to five pages of double-spaced text) gives them the full detailed story, which can then allow them to read your script with more focus and attention. In addition, the treatment can just be an organized "beat sheet" that sets out the main story points in bullets, making the concept easily digestible in story form.
- *For a TV series: pilot script + bible/season outline*: If your project is a TV series, you'll also need to be ready to send a script (one full episode); but instead of a treatment, you'll be sending over the series bible or season outline. The bible or season outline works like a treatment, except that it's a treatment for the entire first season (between a half page and a full page for each episode's storyline). The pilot episode—the script you're submitting—should also be summarized within the season outline. Included within the bible or season outline should also be a breakdown of characters—not all of them, but the recurring main characters.

You'll Need More than One Project

At any given time, you need a minimum of two (ideally three) market-ready projects ready to present. In addition, you'll need another seven to 10 "ideas" that can at minimum be summarized in short synopsis form on a document (e.g., a title, the genre plus about 75 to 100 words outlining the high-level concept). Inevitably, if your projects are well received—and you're seen as a person who can "output" high-quality work—you'll be asked: "What else do you have?" And unlike many others, you'll be able to answer or present additional ideas with confidence. You want to make sure you always have something fresh to present.

This simplifies very complex—and challenging—workloads. Writing a full script is a beast in and of itself; creating these other documents can be equally as time/energy intensive. Also, some of these documents (e.g., pitch deck) haven't been discussed yet in this book; but fear not. We go into great detail multiple times throughout the book discussing how many of these pitch materials work and how they should be compiled, depending on the type of project you're presenting.

To help with some guiding points, I've provided a very detailed breakdown of how to write and organize a pitch deck in Appendix IV (outlining formats, required information and how to present everything). Also, for TV-related projects, I've included detailed breakdowns of what's required in a television bible or seasonal outline (Appendix V covers reality TV and Appendix VI covers scripted/narrative TV). But we also cover these in detail within the associated chapters.

Seven Core Principles of Pitching

As you navigate your career, things will constantly change at lightning speed. Companies that dominate the industry today might be non-existent in 20 years. The ways consumers view and interact with media today could be outdated within the next decade. Television was once seen as a rival, but is now an integral part of the media landscape. VOD was once seen as a threat, but has now firmly established an alternative playing field for producers (one that can actually increase theatrical attendance). Millions of decisions are being made today that will impact the next several years of the media landscape. No human being can keep up with all those changes—but the best part is that you don't have to. Technology, regulations and audience trends change all the time, but the principles that govern how the media industry functions remain the same.

Not to age myself here, but when I was in film school, we still shot movies on 16mm film (and incidentally, I'm not *that* old; I attended film school and graduated in the 21st century!). Reels of film and even physical tapes have all transitioned into digital media. And the equipment required for production and post-production is completely different than it was even just 10 years ago. But despite all these ongoing surface-level changes, the core process of how a media project is funded, shot and delivered has remained unchanged for well over 100 years. So despite all the technical innovations that continue to revolutionize the media business—and level the playing field—the core concepts that allow the industry to function are identical to what they were over a century ago.

And just as tried-and-tested principles continue to govern how media concepts are developed, produced and eventually distributed, the same holds true for how projects must be pitched and presented in order to pique the interest of decision-making executives.

Here are seven consistent principles I have personally encountered over the years that relate to all levels of pitching across all genres and format types.

Please note that there is no order to these principles; they each hold independent value and should be considered a complete package of perspectives. Keep these ideas in the back of your mind as you read the rest of this book and/or when getting your feet wet pitching your projects professionally. Sometimes you'll encounter scenarios that speak specifically to one of these principles; other times you'll spot two or three principles in action simultaneously. But nevertheless, no matter what new innovation Hollywood may devise next, these principles will remain the same.

Core Concept #1: Pitching is Selling

"Pitching" is really just a cool/trendy way of describing the process of selling something to someone. If you examined the workflow of pitching a project, yet simply replaced the word "pitch" with "sell," you'd get a much more accurate view of how the pitching process truly works. You're attempting to sell a company on your film or TV series idea. You're working to assure a roomful of executives that your project will solve their business problems and is worthy of financial investment. You're also trying to sell them on the fact that you're the best person to get it done. A "pitch meeting" might be the first step in the process of transitioning an idea into a film or series; but at its core, the pitch is really just the first step in selling someone a product.

Pitching is much more than a verbal conversation. Pitching requires written materials—lookbooks, pitch decks, synopsis breakdowns and so on (all of which we'll explore in detail in later chapters). Pitching requires sending these elements in advance so that you can have the most effective and meaningful meetings possible. Pitching requires the ability to answer tough questions about your project—business-oriented questions; ones that will poke holes in your logic and can make you second-guess yourself. Pitching requires research: each network, studio and VOD platform has a completely different audience need fulfilled (their sweet spot). You must craft and cater your pitch to each of these scenarios.

But do not let the word "selling" somehow discourage you about the nature of the industry. As stated in Chapter 1, the executives on the other side of the table are actively looking to buy new content to keep their production pipelines moving. In fact, they *need* to invest their money in future projects to stay afloat. The pitching process is simply selling them on the fact that your project is the best one to aid in their objectives. (They have to invest that money somewhere, so it might as well be your project!)

For many on the creative side of the industry, the notion of "selling" anything is usually associated with selling out—as if "selling" is somehow a bad thing. But don't fall down this rabbit hole. If you want your ideas to be heard and your projects taken seriously, you must sell them to your audience. If you are pitching a story, you are doing so with the intention of getting another person to invest in your project so that it can evolve from a concept into a consumer-facing product (something that can generate revenue).

Core Concept #2: Pitching is Listening

Most advice on pitching focuses on what you should say and do. But take time to listen to those you're pitching. Take in what they're saying. Sometimes simply by listening to the executive on the other side of the table you'll pick up vital information that can help you better tailor your pitch.

If they're describing their company, they'll very likely tell you the specific types of projects they like to get involved with (which explains their sweet spot). They'll be open about their budgets and the partners they frequently collaborate with; and they'll be clear about how they like to work. All you need to do is listen. Soak up the information. Then, when the time is right, present your concept in a way that the other party would want to hear. If they describe their audience in a certain way, use similar language. This is not advice to lie about your project or to present it as something it's not (never misrepresent your project!); be very true to what your project is, but utilize the style, manner and language the other party uses to help them gain a true sense of your concept.

Remember that development executives often claim they're "open to everything" in terms of projects; but in reality, they're very targeted in their approach. By listening to what they're saying and truly hearing what they need—and researching how their company operates and what they're striving to accomplish—you'll be able to give your project that added boost both in the meeting room and in written follow-up communication.

Core Concept #3: Presentation Matters

How you present your ideas—and how you present *yourself*—matter a great deal to the future of both your project and your career. Dressing and acting professionally are equally important as presenting your work in a professional manner. Combined, these will give your concept the sense it has been crafted by a professional (or someone likely to soon be an established professional). In no way does this mean you must behave or dress as someone you're not; but the way your carry yourself must be seen as "acceptable" by normal business standards.

I would love to say great ideas reign and that a development executive will give an equal chance to a fantastic concept regardless of its presentation, but they don't. There are of course the stories that people love to tell—for example, Joe

Eszterhas securing multimillion-dollar script deals based on concepts scribbled out on napkins in the 1990s—but these fail to include vital details that give a full picture (notably, this was *after* Eszterhas had the cult hits *Basic Instinct* and *Showgirls* under his belt, and those agents were bidding heavily to get his work for their own growth purposes).

Presentation matters. The way you dress; the materials you showcase; the way you speak and present yourself in a room (or your tone via email) —all of these will add to the bottom line as to whether the executive on the other side of the table would consider working with you. It will be their neck on the line if they forward your project internally, so they want to ensure you're someone they can depend upon.

I would love to say that a great idea beats all other elements; but do remember that great ideas are indeed everywhere—which means it's easy to find someone *else* easier and more professional to work with. Don't let someone else steal your spot!

Core Concept #4: Pitching is Re-Pitching

Just as writing is rewriting, pitching is equally re-pitching. You need to pitch people in order for them to read your script or presentation materials; you need to pitch people to get a pitch meeting; you need to pitch talent to sign onto a project; and you need to pitch investors to open their wallets and fund your vision. If you secure an option agreement, you'll need to pitch your ideas to secure yourself as the writer (or to pitch the project to other writers to sign on). You'll need to pitch directors, showrunners and other individuals to cover key positions—or pitch yourself if you envision that you'll fill one of these roles.

You—and others on the team—will need to pitch and re-pitch the project all the way until it's completed. And even after it's done, you'll need to refine your pitch to entice international acquisition executives into licensing—or buying—the project's rights for their respective territory or outlet.

Pitching is re-pitching. You'll need to pitch and re-pitch your project until things start coming together. And continue pitching until a profit is made.

Projects take years to come together. Consider the Walt Disney production *Saving Mr. Banks*, the factually inspired narrative film in which Walt Disney himself spends 20-plus years pitching and re-pitching his company to *Mary Poppins* author P.L. Travers to convince her to sign over the book rights.

Successful pitching requires the acceptance, patience and discipline to re-pitch as necessary. One single memorized logline or well-worded email blast will not serve all of these varied means of pitching. Instead, you'll need to augment your pitch so that you can cater to each specific situation—both verbally and in written materials—so that you not only keep your project alive, vibrant and in front of the right decision makers, but make it feel like the pitch has been created specifically for them. It can feel tedious at times, but it's the unseen effort that ultimately pays the dividends.

Core Concept #5: Pitching is a Slow Process

Pitching is a marathon. Scratch that—it's an *ultra*-marathon. It often takes long periods of time for all the right elements to come together.

I have certainly pitched a wide array of projects, but never in my life have I presented a concept and had the other side make an offer on site. Usually, you present and answer particulars. Sometimes there can be great enthusiasm in the room followed by deafening silence. Even follow-ups can be completely non-responsive. Then, out of the blue, they come back with an offer. And even then, it might not be in the form you'd anticipated or hoped for.

The other important factor is that projects aren't simply pitched, then bought. They get "optioned," which means the production company, studio or network acquires the rights so that they can attempt to piece together a viable production. And during that development period, things can drag out even more.

Ever hear the expression "development hell"? These words are very true. One can pitch and present an idea; and then that idea can sit and be mulled over for months, sometimes years. Writers can be hired, but their specific "take" may not be quite right, so other writers are hired to replace them. Consider the movie *Catwoman*, which had 28 screenwriters involved; or even the 1994 adaptation of *The Flintstones*, which those with inside knowledge believe landed somewhere between 32 and 35 writers across a full decade—so many that the Writers Guild of America would redefine how they arbitrated writing credits! Now these are major studio movies—ones that had already been earmarked for development funds; but even at the indie level, I've experienced similar juggling acts of attaching the right writers or cast members during the development phase in order to have a larger "presentable" project ready for the market so that it can be re-pitched in the hope of achieving more advanced results.

Productions are complex to orchestrate and involve lots of constantly moving parts. And even if your ideas are solid and you've secured a strong option with a studio or network, the project might be placed on hold if key talent is tied up with other projects. This reality can add unnecessary frustration to those new to the business, so learning early on that this process is one that takes serious time to navigate is vital.

Core Concept #6: Pitching is a Lot Like Dating

The process of dating is quite similar to the workflows and attributes required for success in business, many of which are so hardwired into our brains we don't think about them.

This makes sense when you think of it from the perspective that dating and business are social activities, both of which have a clear end goal or objective. And just as there is no perfect project to bring to the market (each has its flaws and limitations), neither are we perfect as human beings. Yet we still go out there to find a partner—for either the short term or the long term—and know that there are others in the market equally looking for what we can bring to the table. We present what we have, and we do so by highlighting what we—or our project—can offer the other side. None of us, and no single project, is designed for everyone. Some projects seem to garner more attention than others, just as some people do. And equally, a memorized line or overly rehearsed presentation is uninteresting in either scenario; we must learn to speak and work in the moment to push progress both in business and in dating.

In dating, we're very quick to find some potential partners interesting and equally quick to dismiss others. We're not actively thinking about it; we're using our gut instinct. Executives in boardrooms do the same thing when reviewing projects. All of your presentation materials can look great; but ultimately, the executive reviewing those materials is using a "you know it when you see it" filter to make decisions.

If any one of us were asked to describe the type of person we'd ideally want to seek out in the dating realm, we'd likely all use very similar terms and phrases (attributes deemed socially appropriate and expected). Industry executives use similar rehearsed answers when asked what they're seeking (e.g., "a great story"; "something new"). However, when presented with actual choices, the partners we're sometimes attracted to don't mesh precisely with the "description" of what we claim to seek; and pitching TV and movie ideas is no different. Sometimes what we're offering might fit the description of what a company or the market seeks; but just as with dating, there's simply no chemistry (it simply doesn't click).

And the dating comparison doesn't stop at the initial presentation phase. The general rules we use after we've found a partner of interest regarding the follow-up process are also spot on. Calling, texting or emailing too often comes off as desperate and potentially borderline harassment; and the same is true in business. Getting fixated on making things work with one partner or one company—when clearly they aren't receptive—only blocks our ability to make things work elsewhere. I see many producers insist their project *must* be acquired by a specific production company or network; they have blinders on and get frustrated when that company doesn't respond, yet remain oblivious to the dozens of potential partners that would be happy to engage. (I'm sure you've known a friend who was fixated on a certain special someone and was blind to the signals of rejection despite actual interest from third parties.)

Dating requires a thick skin. You'll receive rejections and things won't work out. The business world is no different. But if you follow the signals and play the game, you'll equally find success. It sounds a bit out of the box, but if you're ever coming up against a brick wall in terms of how to handle a social business situation, consider looking at your dilemma through the lens of dating advice. This alternative perspective might just help you navigate a complicated business relationship in a professional and successful way.

Core Concept #7: Relationships are Everything

Your relationships and contacts are what make you in the media business—which is equally true in all other aspects of life. To successfully pitch your ideas and yourself, you will need a network of professionals to call upon. It is through professional relationships that you'll be able to secure pitch meetings with the right people. And since presentation matters and the rules of dating and business are essentially the same, you'll start to build a reputation through how you handle yourself during these early interactions.

Are you trustworthy or are you full of shit? Are you dependable and do you deliver on time, or do you disappear and disappoint (leaving other people holding the bag)? Your interactions with professionals will ultimately place your reputation into one of these cut-and-dried buckets. I'd love to say it's the big gestures that sway the strongest opinions, but it's usually all the tiny granular things that create the strongest impressions for other people—which is a good thing, since those are the aspects you have the most control over.

Building this network of contacts always sounds impossible when starting out, because it feels as if you aren't yet connected to anyone. I certainly felt this way; everyone does. But that's normal. There is no magic number of contacts you need to succeed; you just need to start building connections one at a time and go from there. It's okay to reach out blindly via email or social media networks. It's okay to walk up to a booth at a market or convention without an appointment.

Your relationships are what drives your career. People in this industry talk behind closed doors; they rely on friends to help each other progress professionally. Just as pitching is a slow process, so too is relationship building. But they go hand in hand.

In time, you will build a network of your own. It is from this web of contacts that you will see doors being opened and your name being recommended to the right people.

Risk Reduction

Sweet spots, core concepts and dating advice... I get how these ideas might seem a bit outlandish when all you're seeking is some pointers on how to pitch a movie or TV show more effectively.

Here's a thought exercise: consider the pitching process from the perspective of the development executive to whom you'll eventually be presenting your ideas. As a development executive, you're swamped with emails and phone calls. There's a meeting you don't want to attend looming on your schedule and you're under a great deal of pressure to complete a slate of projects (very specific projects); your desktop is covered with scripts but none of them fit the mandate. It's a high-pressured job in a very competitive field. Yes, you have this budget of cash to spend, but you need to be very selective with your investment decisions. If you invest in the right programs, you get promoted; if you miscalculate, you lose your job (and your credibility).

Media executives cannot simply roll the dice on a new project; they need to carefully evaluate each concept in extreme detail before they make a move. But it's not just what's being pitched; it's equally about who is pitching. So, in addition to simply finding a great project, development executives need to make sure that a professional and reliable person is delivering that project.

Your pitch is not simply presenting the ideas you've put together; it's about positioning your project as the opportunity to solve a development executive's problem (fulfilling their mandate at a price point that fits their budget). When you've taken the time to truly understand the sweet spot of a company, you'll be able to put together a competent presentation that is tailored to the specific needs of the development executive's firm. When you've taken the time to listen to a development executive and apply what they say, you're individualizing the project, which will enable them to better discuss it internally with their colleagues. And when you present yourself as a reliable and professional individual who understands the unwritten rules of the game, you'll be seen as someone who "gets it."

Seeing an idea evolve into a completed market-ready product takes an incredible amount of time. The project is likely to undergo a wide variety of setbacks, challenges and reconstructions as it traverses from one end of the spectrum to the other. You need to be seen as a person who is ready to handle that type of intense workload—someone with a positive attitude who will keep things moving in the right direction. This in no way means you simply need to roll over and allow your project to be misconstrued as something it's not; but you need to have such creative discussions in a respectful, productive and professional manner.

In essence, when you are pitching a project, you are removing layers of risk. You are making the job of those around you easier by presenting a project that fits what producers, development and distribution executives need in a manner that demonstrates you're the type of person who genuinely understands the business (and that you're someone they can rely on).

When you reduce risk, you increase opportunity.

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CHAPTER THREE
Pitching Feature Films

Movies come in a wide variety of forms, from big-budget studio releases to Z-grade horror titles produced on shoestring budgets.

While it might seem absurd that cinematic masterpieces fall into the same content category as clichéd TV movies and schlocky knockoffs, there is a logical reason from a business perspective. Executives view films of all levels as one and the same because of how they're financed, distributed and eventually generate revenue. Although the budgets may differ from one project to the next—as may the genre and/or quality—the workflows for how most films are developed, shot and released are principally the same (which is a vital clue in understanding how best to professionally pitch a feature-film project).

I mention big-studio movies up top—meaning those wide-release films with budgets in the $50 million and above zone—but those aren't what we'll be talking about in this chapter. Instead, we'll focus on all things independent, because that is where your career in the feature film world will most likely begin.

Here's why: a major studio may release anywhere from 15 to 25 films per year, whereas a mid-level independent distributor might produce and release three to four times that number (easily reaching 70 to 80 films annually). Not only is this a massive variance—one that greatly works in your favor—but the budgets of these indie films are much more modest (approximately $4 million per title on the "high" end, with the majority well under $2 million per movie). And unlike the major studios, independent distribution companies don't have the luxury of relying on pre-existing output deals to fund their titles (i.e., deals where "partners" are required to buy whatever content is produced). Therefore, they must strategically secure distribution in advance of production in order to fund the project via pre-sales, elevated acquisitions, tax credit models or other creative business approaches. As a result, the genres of indie films have become reliably consistent over the years, as have financing models and release strategies—all factors that help you get your foot in the door.

As an ever-evolving medium, there have been numerous reimaginings of how movies can be told both visually and narratively. From the early days of single-shot silent "moving pictures"—dating back over 125 years—to today's enhanced visual effects, our relationship with the medium is still a work in progress. While it may at times feel as if every cinematic convention has already been explored and perfected, I assure you we're still just discovering the latitude feature films can deliver. Filmmakers from around the world are redefining the space daily. And although companies throughout the industry are expanding their attention toward scripted television and new media development (e.g., web series, podcasts), the business of producing and distributing feature-length films will continue to be a valuable and meaningful business segment for entities throughout the industry for the foreseeable future.

What Makes a Movie Work?

A feature film is a standalone product: one that offers audiences a complete story experience within a running time generally landing between 80 minutes and 120 minutes. There are certainly films that run much longer than this, but those tend to involve unique circumstances—for example, event pieces, major theatrical titles or projects led by firmly established directors. For everyone else in indie Hollywood, 85 minutes is the minimum and anything over 100 minutes starts feeling "a little long."

For audiences—and by default, for distributors—there are primarily two things driving positive attention toward a film: the story and the bright shiny package it is wrapped up in (the film's marketing elements). Although it's reassuring to know that the story truly is the pivotal factor throughout the feature film pitch process, all of that creative effort becomes moot if the product cannot ultimately be placed before consumers in a clear and accessible way.

For audience members, an evening content selection generally involves making a decision based on nothing more than a single piece of key art (poster image); a trailer (if they even watch it); a catchy title; and potentially a "name" talent to help confirm that a given movie is worth watching. And unlike a TV series, whose viewers might view two or even three episodes before moving onto the next title—an amount of screen time that often exceeds the length of the average movie—a feature film has a single chance to capture an audience and convert them into "engaged" viewers (i.e., people that actually pay money to see the product). An added layer in today's world is that many audience members will perform a quick search on their smartphones to check a movie's IMDb and/or Rotten Tomatoes rating before giving it a chance; or, in the case of video on demand (VOD) title offerings, the service may simply "rank" their original titles more favorably than those of third parties. So although posters and trailers can make a terrible film look great, the audience metrics will always cut through the noise—often in a brutal yet surprisingly accurate way.

For pitching purposes, there are five main attributes which confirm that a quality story works within the marketing needs required to pique the interest of a development executive, producer or production company:

- *Genre*: Not all genres are created equal in the feature film world; nor are they defined in mainstream or traditional ways. When most of us think of genre headers, we go for the typical verticals: drama, comedy, horror, family, etc. But this isn't how distributors or producers classify genre (which is yet another vital clue in your pitch approach). For those on the business side, much more granular language is used. A "horror" title might instead be pitched as a "creature feature" or as a "female-driven thriller." Family content can vary in terms of age skew and content approach—for example, a feature aimed at five-year-olds will be drastically different in terms of subject, style and theme than a title aimed at 12-year-olds. Even though all genres are theoretically open for feature film development discussions, select genre headers—and select styles of genre—are far more likely to gain traction. The story must be top notch, but it must be a great story built within a genre category most likely to attract eyeballs.
- *Shelf life*: Movies need a long shelf life to make financial sense. Other forms of media (e.g., reality TV shows, event pieces, podcasts, newsfeeds) seemingly lose their market value overnight; but due to their pre-bought ad space, low production cost, high volume of output and simplified production standards, they can recoup their expenses within a short window of time. Films, by contrast, need to live on for years in order to recoup their expenses and become valuable revenue-generating assets. Executives sometimes refer to "shelf life" as "evergreen"; the terms are interchangeable. And regardless of the phrase used, the concept remains the same: indie films require stories that can still feel fresh years after their initial release window.
- *Market value*: A film must have meaningful market appeal in order for development executives or distributors to financially back it for production and release. However, each film's potential market value differs in that every project inevitably carries its own unique budgetary requirements. All that said, as long as the cost of a project allows for a meaningful return on investment (ROI)—based on historical averages of other similar titles—a case for market value can be made. But this must all be thought through in advance. To pitch a feature, one must know the approximate budget required and the average returns for other projects in the genre category. Rest assured, the market value doesn't have to be massive; a niche psychological horror project with

limited audience appeal can make solid financial sense if its budget allows for a meaningful ROI.

- *Audience*: Prior to investing a large sum of cash in a film, an executive or distributor will first need to sense that the project taps into the interest of a pre-established verifiable audience. In other words, they'll need some sense of assurance that when the film is complete, there'll actually be an audience out there willing to pay for screening access. This is why books and other forms of existing intellectual property (IP) tend to rank highly in the feature film development world: existing properties equally have an existing audience of consumers that can be cultivated and converted by marketing teams. Although films falling into more commercially viable genre categories—as stated above—tend to better pique the interest of would-be producers, any project with a pre-established audience can hold its own weight.
- *Single release point*: Unlike Coca-Cola or Starbucks, which can build on repeat business, a movie has one opportunity to make an impression in that a film is generally screened or experienced a single time by each customer. As a result, all the effort required to develop and produce a film must build toward its eventual single point of release (i.e., its premiere, broadcast or first exhibition). A variety of release strategies can be implemented by distributors based on the type of film they're releasing—all of which we'll discuss later in this chapter; but what's critical to think about as you hone your pitch is that a film of any level only gets one chance to be "released" (and the teams responsible for choosing the best release and marketing strategy need to get it right).

There are varying degrees to which each of these five attributes is weighted by a development executive, generally on a project-by-project basis; but overall, a project must be able to logically satisfy each of these characteristics in order to be seen as "interesting" to those holding the development cash.

While this might feel both overly specific and vague at the same time, I assure you there is a reason for all this. It all boils down to the way indie movies are bought and sold.

Who Actually Invests in Movies?

Very rarely do all the funds required to produce a feature film originate from one single party. Generally, a variety of companies will collaborate, each committing a bite-sized portion of the budget in exchange for rights they can meaningfully exploit.

There are two major reasons for this: first, no one wants to be completely on the hook financially (one wrong investment could tank the whole company!); and second, each investing entity has a different motivation for their contribution (e.g., a different set of rights interests, a different way of generating revenues). For example, the needs and interests of a production company vary drastically from those of an international distributor: although both entities have acquisition budgets specifically allocated to invest in new projects, the way each company earns their revenues affects how they analyze potential film investments (which also impacts what information they need to review, as well as how they calculate their portion of the potential investment).

What this means for you, in a nutshell, is that as you're pitching your film project, you'll likely need to tweak your approach or adjust your materials slightly based on the type of entity you're pitching.

The five most common types of business entities likely to invest in indie movies are discussed below. The definitions below explain the core business needs of each entity type, which offers you a sneak peek into the motivations behind their investments. By understanding what service each entity provides to the marketplace—that is, what service a production company, studio or distributor actually performs within the industry (along with how they each earn or generate revenue)—you'll begin to see how each entity needs a project presented to them so that they can truly grasp its investment potential.

Production Companies

A production company handles the execution of creative works. Primarily managed by veteran producers, employees associated with production companies specialize in sourcing and developing creative properties for market consideration, and overseeing the physical production (a service they provide in exchange for a set fee). But attaching talent, commissioning scripts and drafting budgets cost a great deal of money—often cash they're not willing to spend until they have a financial partner on board. This is why most production companies are either owned by and/or aligned with distribution companies; and why they choose to focus on a specific style of content in order to gain a competitive edge. The core service that production companies offer is reliable production capability (an assurance to distributors and partners that the completed film will look as expected, and that knowledgeable producers will know how to maximize tax credits, balance location demands with talent schedules and handle union paperwork).

Distribution Companies

Distribution companies manage a film's intangible rights, meaning they are the ones that "buy" and "sell" access to a film. If you see a movie on TV, offered on a VOD service or made available on an inflight entertainment system, a distribution company will have negotiated the deal(s) to have it placed there. When money is exchanged from one party to the other, the distribution company will siphon off a percentage for its "fee"—generally somewhere between 10% and 25%. This fee is what allows the distribution company to become profitable and grow. However, to stay in business, distribution companies require a critical mass of new content so that sales can continue; therefore, they must acquire ("buy") rights to new content to guarantee a pipeline of fresh content for the marketplace. This is why distribution companies are strong partners when co-producing films. Equally, this is also why many distribution companies partner with production companies or own them outright (sometimes several): this allows them to better streamline their workflows. The core service distributors bring to the table is the ability to attract the money necessary to fund and/or cashflow productions by negotiating innovative deal structures (that allow for a "home" to exist for a film before it's shot).

Agencies

Similar to distribution companies, agencies manage the intangible right to access talent for use within films. If a feature film wants a specific actor to appear on screen, their agent will negotiate the fees and terms in exchange for a percentage of their compensation. Often we think of this process only applying to actors; but agents also manage writers, directors and other creatives required for the process to function. Additionally, the influence an agency holds in the game of feature film development and production extends much further: often agents can assemble multiple clients they represent—actors, directors, writers and IP (e.g., book rights, podcast rights)—into polished, market-ready products. This process is called "packaging" and is often funneled through shell production companies owned by major agencies. Therefore, in addition to siphoning off traditional talent fees, top agents/agencies can position themselves for executive producer credits (and thus executive producer fees); and can obtain production fees by filtering production workflows through their owned and operated shell companies. Just as for distributors, these fees allow agencies to grow and reinvest in new talent and new projects. Although this practice has since been hindered in the TV sphere—primarily due to Writer's Guild of America strike threats and contract renegotiations—the practice still principally works in the movie space. The core service agencies offer is access to the acting, writing and directing talent that distributors need to make those innovative finance deals possible.

Independent Producers

Though generally veteran indie producers don't invest their own cash in projects, they can invest their knowledge, experience and reputation. As a result, indie producers can secure the proper "rights" to IP via small fee payments and package a project to the level required for larger companies to invest the necessary funds. Indie producers are regularly in direct communication with writers, agents, distribution companies and production companies. When they find a project they feel could move well in the marketplace, they have the requisite entrepreneurial skills to build momentum. Though generally they apply these efforts with nothing more than sweat equity in the early days, they are compensated with fees when the meaningful money later arrives—generally a producer's fee built into the budget, but also a production company fee and/or a backend percentage of the profits if they can negotiate one. Indie producers are always on the hunt for new content opportunities that could be ripe for their next project. The core service veteran producers bring to the table is the ability to get the right talent excited about one specific project (theirs) over competing projects—which is vital for distributors to secure those innovative deals to get these projects funded.

Direct-to-Consumer Outlets

The term "direct-to-consumer" (D2C) covers any type of company that audiences engage with directly. Examples include movie theaters, television channels and even VOD platforms. With a D2C outlet, audience members pay a direct fee to the platform in exchange for content (e.g., paying a monthly subscription fee to subscription VOD (SVOD) entities like Netflix in order to continue streaming access). Note that this is very different from the business models of distributors, indie producers and agencies, all of which broker deals with other companies—a model known as "business to business" (B2B)—instead of a mass population of direct consumers. Although many D2C companies are extremely successful household names, they are fully dependent on ensuring they maintain the audiences they've worked hard to cultivate (otherwise their revenue streams will evaporate). To keep the revenue pipeline in motion, they require a steady flow of new and original content. And since they know their core audiences so well—thanks to detailed information gathered via ratings and other metrics—they're able to pinpoint the exact types of titles required to keep their audiences engaged and their profit margins growing. That is why many known D2C companies will invest in original content via co-production or elevated acquisition structures—methods that allow consistent pipelines of fresh content while controlling budget levels. Therefore, the core attribute D2C companies can offer is cash, in that they are greenlighting a given project specifically to meet their own needs—to excite the built-in and engaged audience they already answer to. D2C companies are thus willing to invest larger sums upfront to keep their audience hooked.

How Does a Film Come Together?

The biggest misconception about the filmmaking process relates to how film projects actually come together (i.e., how they're developed, financed, produced and eventually released). As described throughout this book, media companies tend to be quite risk averse and strategic with their content selections: a market need is first identified and content is essentially selected on how well it supplies what the market demands. If a project is found to be aligned with what the market seeks, it will progress via acquisitions and development (potentially being produced). But if a project does not meet any existing market needs or is out of sync with market viability, it will be ignored. In the absence of any organically created projects that meet current market demand—for example, spec scripts, books or news articles—producers, production companies and/or distribution companies will simply "invent" the missing content to fit that market need (filling the void).

Although production companies are incredibly talented at creating and developing content (getting it ready for market presentation), and producers have the savvy skills required to secure and pitch projects at the professional level, the critical players in this process are distributors. Here's why: distributors tend to be entities speaking directly to the D2C outlets (receiving real-time information on what each D2C's content strategy will be). Additionally, distributors negotiate the deals that allow for anchor financing, gap financing and cash-flowing—all while knowing the price points, fee structures and business models required to turn concepts into vehicles worthy of market investment. And finally, distributors know how to market, promote and deliver a media project to aid in its overall success while meeting all legal and administrative requirements.

There are six key steps in the process of putting a film together:

- market analysis;
- content filtration;

- anchor financing;
- gap financing;
- cashflowing; and
- ultimately, delivery.

Market Analysis

What is the market seeking and do specific projects exist that meet this market need? Later in this chapter, we'll highlight some of the genres and content styles that consistently "meet" market needs (i.e, that have a likely opportunity of success), and offer insights on the types of projects that tend not to attract attention. No money is passed around at this stage.

Content Filtration

Once a project has been sourced or identified as meeting the basic needs, executives (producers, production company execs and distributors) will read, review and discuss the project internally, as well as with the writer(s)/creative(s) originating the content. If the parties are in alignment on terms, personal synergies and vision for how the project will play out, the conversation will be elevated to the acquisition/development process. The money is very conservative at this level. Projects are developed on spec (no money), and shopping/option/development agreements tend to have very nominal price points (from zero dollars on the low end to a few thousand dollars on the high end).

Anchor Financing

Distributors will present new projects to key acquisition contacts and decision makers at the major D2C outlets, pitching top executives at companies like Netflix, Paramount, HBOMax, BBC and Lionsgate. If all succeeds and a deal is brokered, the entity investing that first batch of seed money will be considered that first "skin in the game" partner. But the monies secured will almost never 100% cover the production; this initial deal instead generally covers between 45% and 65% of the funding (a substantial portion no doubt, but far from the necessary total figure). This is considered an "anchor" deal: it cements market viability and potential for future partners. With an anchor partner on board (e.g., a TV network or mini-major studio), a distributor can continue brokering deals in order to get the project fully funded via pre-sales (leading to an eventual greenlight). No money has traded hands here—only paper agreements promising the cash later down the line if and when the film is greenlit or delivered.

Gap Financing

With an anchor broadcaster or entity on board (as outlined above), distributors need to find the remaining cash required to fund the remainder of the film's budget. They'll revise their pitch materials to include the anchor partner and transition their outreach to entities in the international arena (or in regions of the world where the rights remain open). Sometimes the remaining cash is secured from one party, but usually it's piecemeal via several smaller entities. Occasionally, the distributor will fund the remaining portion themselves with the knowledge and assurance they can recoup their investment via their client base; or loans are taken out against potential tax credits the film may be eligible for, depending on where it will be shot. No money is exchanged at this point (as was the case with the initial anchor deal); only the promise that monies will be paid in the future.

Cashflowing

Since neither the anchor partner nor the gap financing partners have paid any cash at this point (they very rarely pay anything in advance), a project that has secured its monies on paper via "elevated acquisition" or "negative pick-up" deals will still need to have liquid cash in order to fund the film's production and delivery. Distributors must go back out into the market and find a partner willing to cashflow the production. A new round of pitching is required, only this time it's financial in its presentation. Commonly, most people assume banks are approached; but in reality, distributors approach investment firms—ones willing to risk cashflowing the production with a built-in percentage kicking back to them once all the anchor-financing and gap-financing parties have paid their promised amounts (and on future deals the distributor can secure).

Delivery

With liquid money officially in hand, the distributor can finally "greenlight" the production of a film. The producer oversees the project and the production company commences principal photography. Eventually, the film wraps and is edited/mixed and delivered to the distributor. Throughout this process, the distributor shares the film's progress with the anchor partner and gap partners. These "status updates" usually trigger small payouts of cash, which get filtered either through the cashflow partner or through the distributor. This process continues until the film is fully delivered and released (which triggers the final payouts). At this stage, the film has completely—or mostly—recouped its production costs and all future deals/sales generate its eventual profit margin.

Three Pitch Approaches

The way in which you should pitch your project depends greatly on what filmmaking approach you're tapping into. There are three main angles from which to pitch and present a feature film idea with the intention of having it professionally developed, produced and released:

- made to order;
- script to screen; and
- self-produced.

Building on our overview of each type of entity that actually invests in movies—outlining how the business of indie films operates for each on a B2B level—any of these three pitch approaches can work, provided you can make a solid business case for your project.

Let's explore each in turn.

Made to Order

A "made to order" project is a completely reverse-engineered production, where the market seeks a certain type of film—with a pre-determined budget range, genre convention and cast expectation—and a distributor works to develop content to fill that specific need.

Producing on demand (or making what's needed) is by far the most common—and risk-averse—way of making feature films and is therefore the foundation of foreign pre-sales, output deals and first-look deals (the common deal structures that allow films to be produced and developed). Writers are generally hired after the "idea" is decided upon—not to pen an original script, but rather to create a fresh approach that meets all the business parameters while feeling unique or original. And directors are hired not to explore unique visions, but instead to capture a well-mapped-out production that will resonate with audiences.

These are the projects that dominate the distribution business and building your career to function in this "made to order" space is a great professional stepping stone.

Script to Screen

A "script-to-screen" approach is when a writer knocks out an original screenplay and that script is optioned or acquired and later adapted into a movie. While this can certainly happen, it's exceedingly rare for original scripts to transition from concept to completed production.

Generally, original scripts are used to showcase a writer's abilities—what their skills, strengths and talents offer—from which they can be "hired" by producers or distributors to create one of those "fresh" takes on a tried-and-tested genre (as outlined in the "made to order" overview above). There are certainly stories where original screenplays traverse the Hollywood system, but more often than not these are "made to order" in disguise; or they tap into an existing piece of IP that showcases Hollywood metrics. If your intention is to write an original script and see it gain traction, focus heavily on the types of films that fit the "made to order" workflow; although in most circumstances your work will be viewed as a sample—which could garner you a writer for hire deal to write a "made to order" treatment or script—your original screenplay might just tick the right boxes for a project in need (one that satisfies pre-sale workflows; that fits a genre convention that has built-in outlets; and/or that fits the brand(s) of the companies developing or producing similar works).

Self-Produced

If you truly seek to make a specific film project—or simply to make any project in order to kickstart your career—the most efficient route is to produce it yourself. While this is certainly the most exciting option for filmmakers, it's also the riskiest. But that's not to say it cannot be done in a smart, logical and risk-averse way. So if you are going to pursue this path, do so wisely.

If you are self-producing your own film project, there are three critical factors you must keep in mind:

- You are 100% self-financing the project on your own (which can be done via managing third-party investments, obtaining grants or loans, or even tapping into one's own savings). A critical point is that the filmmakers are the ones orchestrating the transfers and the management of funds.
- If at any point after completion of the project you elect to hire the services of a distribution entity or sales agent, they will be in a "money first" position to recoup before the filmmakers who self-financed 100% of the budget.
- You—or the filmmakers—will be responsible for paying out and distributing net receipts to any organizations that might be due a residual, payment or any authorized paperwork, including unions (e.g., SAG/AFTRA talent residuals), government agencies (e.g., the Internal Revenue Service and any other required tax filings) and banking institutions (interest payments, account fees or other required matters).

All that scary stuff said, please do not let these real-world burdens discourage you. Self-producing a film today is easier than ever before; but if you're going to take this step, then do so in the most cost-efficient, productive and logical manner possible. Here are a few tips on how you can do this in a risk-averse way.

Talk with Distributors First

You can (and should) reach out to distributors and explain your intention to self-produce a film even though you aren't seeking any money. In fact, a distributor might be more inclined to take your pitch if you position it that you'll be producing a film—at your own expense—and are seeking guidance on how to make the film more marketable. For clarity, they're not doing this out of the kindness of their hearts; the intention here is that you are self-producing a film while simultaneously fulfilling a made-to-order project for them. The upsides are:

- you can arrange to have a distribution deal in advance of production—which can greatly help in the process of securing potential investments from third parties; and
- you can have meaningful guidance on how to ensure your self-produced project becomes a viable market-ready film (a true stepping stone in building your career).

Keep Your Budget Small

The market does not care what you spent making your film; the license fees that clients pay will only reflect the true market value of your title. So if you overspend, third-party clients that might acquire your film won't increase their payments to compensate. Keep your budget in alignment with market value. It's worth hiring a vetted line producer or assistant director (someone with experience producing low-budget indie films); they will charge a fee for their services, of course, but their expertise can give you a real-world sense of what your film should cost.

Do NOT Take on Personal Debt

The story of Kevin Smith maxing out dozens of credit cards to produce the 1994 indie hit *Clerks* still resonates with young filmmakers. Don't do it. I've met dozens of individuals—now in their late 30s and 40s—who incurred tons of debt (via maxing out credit cards or taking on loans) to make their indie films with the intention of using the profits to pay off what they owed. They're still paying off these debts because their films—if they even finished them—never generated the cash they expected (and now they're at an age when their negative credit score is really causing harm). Try to stick with investments generated from individuals that can afford to put the cash into the project. Bank loans are only okay to obtain if you have vetted pre-sales you can cashflow against (which if you're starting out is likely not applicable).

Do Everything by the Book

Before a distributor acquires the rights to a completed film, they will always first confirm that the producers can deliver what's referred to as "chain of title." This is a phrase used to define the massive volume of agreements, releases, insurance certificates and administrative documents associated with the set-up, production and completion of a film. These documents, when compiled, verify that the film is completely cleared from third-party claims, thus making it "sellable" without burdening the distributor with legal risk. From a purely legal point of view, an indie movie is actually a singular small business (one that employs people, incurs costs and must file taxes). If you're going to produce a film independently, you need to ensure you follow all the necessary legal requirements to ensure that the end result is sellable in the real-world marketplace.

The above information covers very complex subjects in very broad brushstrokes. For more information on the granular details, check out Chapter 8 (legal) and 9 (finance).

Not All Genres Are Created Equal

As hinted at earlier in this chapter, a film's genre is probably the most critical aspect of the pitch. While we tend to classify movies into broad categories—like drama, comedy, horror or family—producers, distributors and the international buyers with which they'll be closing pre-sale deals approach the topic of genre rather differently.

On the business side, we tend to perform a much deeper dive on genre, grouping films into very specific content verticals. For example, an "action" film can have a wide range of sub-genres: war, adventure, treasure hunting or even period pieces (e.g., pirate stories). These more granular descriptions avoid the guessing game; they zero in on the exact type of film being presented—which, by default, paints a very accurate picture of the look, feel, style, tone and cost required.

But all that said, even a targeted genre description isn't a golden ticket; one must still understand that some genres simply garner more attention—or have more market value—than others. Let's explore what works and—perhaps more importantly—what doesn't.

Genres That Sell—"Goldmine" Genres

Pitches presenting the following themes are what I call "goldmine" genres. These are the bread-and-butter content buckets that the entire indie film business is built upon. Scripts and pitches presenting these storylines will almost always get a bit more attention than any other genre category in indie Hollywood because these are the movies that generate significant revenue for major platforms, channels and D2C outlets. Two quick notes:

- Although I refer to these as "goldmine" genres, please understand that this is not an industry-wide term; and
- Just because your project fits cleanly within one of these verticals is not a guarantee it'll be optioned or acquired; it still has to be a fresh take on a tried-and-tested content bucket.

Action Films with Known [Aging] Male Talent

Action is always a strong genre for sales, but action films are expensive to produce. And for non-studio (independent) films, the budgets must be scalable, in that indie titles cannot afford the massive marketing campaigns and wide release strategies necessary to gain strong profit margins. So, rather than going all-in on explosions and car chases, indie produces have found that reasonably budgeted titles can be incredibly strong investment vehicles if they utilize the power of a known talent. Rather than chasing the latest Hollywood A-list name, they instead grab onto a known talent from the past. And there you have the "Aging Name-Actor Comeback Action Film." These are movies that feature known talents like Dolph Lundgren, Steven Segal or Jean Claude Van Damme (among others). They can be filmed on budgets around the $2 million and under zone, and can benefit from one or two shooting days with the leading name talent. These are the kinds of films you'll see on the straight-to-DVD shelf at Walmart, on shelves at truck stops and on television channels aimed at middle-American audiences. But in no way think these films are limited to mid-tier or low-budget titles. Liam Neeson's roles in *Taken* or *The Grey*, along with most of Clint Eastwood's titles, fit this genre; and so do dozens of notable action—or action(ish)—titles with major releases: *The Expendables*, *Mission Impossible: Fallout* and even George Clooney's *The Midnight Sky*. Although I won't comment on how or why the aged male action film works (I could go off on a whole tangent about male viewership habits and sociological theories), what I do know for certain is that it does. Craft an action project with a leading—or prominent—character available for a known aging actor to portray and you've got a pitch worth listening to.

Young Adult Content with a Family/Fantasy Hook

"Young adult" (YA) primarily focuses on the 10 to 15-year age range (give or take a year or so). In this age bracket, family co-viewing is still prominent, yet a large amount of independent screening equally occurs. Audiences are starting to seek out more self-reliant and confident characters—ones taking on more "real-world" matters—while still accepting overtones of "safer" themes and fantasy backdrops. Great examples of YA content are those that focus on tweens stepping up to the plate to solve a problem either because adults are unable to manage it (often because they are overlooking the urgency) or because a situation must be kept secret from others. Major studio examples of YA content include the *Harry Potter* and *Twilight* franchises, along with classics like *Spy Kids*, *The Goonies* and *The Outsiders*. However, indie companies have found huge success with the tween formula when they focus on more grounded concepts—meaning fewer high-end effects and more subtle scenarios. Nickelodeon originals like *Splitting Adam*, *Best Player* and *Liar, Liar, Vampire* are capable of capturing complex character interactions and tackling serious issues that affect teen audiences in a way that's still fun for families to experience together. Budgets can scale extremely small. Fantasy elements—magic, wishes coming true or having a chance to relive a day or moment—add a layer of fun make-believe; but they are certainly not required. YA content appeals to both males and females, so stories can cater to either. What's most critical is that the lead characters are tweens or teens and become unlikely or even reluctant heroes by using talents and skills they've possessed all along. Adding a budding love interest is always a sweet touch.

Thrillers (Female Driven)

Although most jump to Lifetime's TV movies when they initially think "female thrillers" (and Lifetime certainly produces dozens of them each year), this genre is very widely produced throughout the world. Equally, the thriller is quickly gaining momentum as a leading genre for the ad-supported VOD space on platforms like PlutoTV and TubiTV. While on the surface, these films can feel a bit clichéd or contrived, they actually serve as strong empowerment films. They generally start with a female character being wronged or victimized in some way (usually by males in positions of power, but sometimes by institutions or bureaucracies). From this, our protagonist must hit a personal breaking point that allows her to become a fighter—one who not only stands up for herself, but pushes back against the corrupt system that allowed her victimization to take place. Several female-driven thrillers are adapted from books, but it's also quite common for these stories to be "ripped from the headlines" (or inspired by true events). They follow normal women who just happen to find themselves in these unfortunate situations. Common story themes include "don't take my baby away," "stalker exes" and "girl-next-door vigilante". To list a few titles that offer very clear indicators of their plots, consider *Bad Tutor*, *He's Watching*, *Family Vanished*, *Ex-Wife Killer* or *Nanny Surveillance*.

Christmas Films

Yes, the classic Christmas movie still holds a very prominent place in the programming slates of a wide range of television networks, VOD banners and even physical retail shelf space. Disney-owned Freeform is broadcasting Christmas titles trying to take eyeballs away from the dizzying volume broadcasting on Lifetime, GAC and Hallmark each season. Canada's Bell Media and CBC always program large numbers of holiday movies; as does Netflix. Walmart and other major retailers almost always have DVD/Blu-ray shelf space open well before the holiday season even commences. These films are gems and only require a bit of feel-good cheer. Themes can focus on family or romance, or even take on more serious subjects (death, loss, homelessness); but all must somehow end on a positive or uplifting note because, after all, it's Christmas. For many households around the world, these movies play throughout the day (almost like background music), which is why networks need to be stocked up well in advance. Don't dismiss the Christmas film; these support six to eight weeks' worth of media consumption that's definitely going to be required year on year (and someone's going to have to create the plots and stories for these things—so it might as well be you).

Movies with Animals

Animals on the key art or imagery of films attract eyeballs and increase sales. Especially cute animals. Although cute dogs are always a solid approach (e.g., "dog/Christmas" movies like *A Very Corgi Christmas*), the animal could just as easily be a chimpanzee or a horse. Animals are very meaningful connections to humans and they absolutely play an important part in our lives. And for a broken character dealing with a tough transition in their life, it's sometimes much easier for them to connect with an animal than to share their experiences with another person. In the indie world, one should avoid "talking animals"—it's extremely expensive to effectively animate an animal's lips to sync with spoken dialogue. Equally, one should avoid telepathic animals (e.g., animals with "voiceover" thoughts); these generally play out as cheap gimmicks on screen. Instead, focus your story on complex people but add a layer of fun with an animal sidekick or an animal as the lynchpin to the story itself—a lost dog helps to connect two destined lovers; a teen with troubles matures by mentoring a rowdy dog or horse; a young girl is sent away to a farm and builds confidence riding a horse. Although the animal joins our hero on their journey and helps unite critical characters, the animal does not "solve" anyone's problems; they serve only as a static supporting role (allowing the protagonist to evolve).

Creature Features

Although generally pegged as low-budget horror or sci-fi films, the creature feature serves a unique role within the filmmaking landscape. It's one of the few sub-genres that direct our attention toward some monster trying to attack an unsuspecting group of people, but in reality reveals a great deal about us (human beings) and how we deal with each other during times of crisis. While we can jump to examples ranging from *King Kong* to *Jaws* and *Alien*, one must remember that zombie films like *Dawn of the Dead* and even viral outbreak films—such as *Outbreak* and *Rabid*—equally fit the mold well. These films are about subtext: using very simple story mechanics, creature features reveal extremely complex and often uncomfortable realities about ourselves. What's great about these films is that they offer extremely sellable key art and often have fun or campy concepts leading the plot, but simultaneously allow for extraordinarily complex stories to be crafted and unique characters to be fleshed out.

Genres That Are Hard to Pitch

I'm not going to say that these films "don't sell," because obviously some do get produced (several of which have been major successes). I'm instead highlighting the fact that the following genres are much less likely to garner attention and are therefore not ideal out-of-the-gate projects for you to present professionally. Not because your talents aren't worthy, but simply because the following genres are much riskier for executives and aren't as reliably stable as those genres discussed above.

If you are passionate about a project that fits into one of the following genre verticals, in no way take this passage to mean you should abandon your efforts. Instead, simply take that idea and place it on the back burner until you've secured some professional credits.

Horror

Horror is by far one of the toughest genres to pull off effectively. The genre is often mistaken as a simple one, open to novice filmmakers looking to create their first "commercial" title in a space that permits artistic subtext. Stories filmmakers love to tell one another about how cult hits such as *The Evil Dead*, *The Texas Chain Saw Massacre*, *The Blair Witch Project* or *Paranormal Activity* came to be—films unconventionally shot on microscopic budgets well outside of Hollywood by amateurs that all grew to international fame—reinforce this false narrative that horror can be done easily and is a one-way ticket to professional growth. But these overused examples are extreme outliers and they ignore the extensive efforts applied by studios to effectively market them. Talent attachments are absolutely what make a horror film stand out during a pitch; but what really pulls the pitch together is an attached director. Although directing talent is critical to any project, horror requires a very special talent to effectively invade our minds and "scare" us. Story is equally critical to a horror/thriller project, and must capture some deep truth about humans and society; but if that story is not perfectly executed scene by scene by a talented horror director, it all falls apart. In horror, there is practically zero room for error: the film must be flawless from its opening shot. A horror pitch must feel creepy or discomfiting from the pitch alone. The concept must get under the skin of the executive hearing it and they must feel the fear. Consider the plots of *The Human Centipede* or *A Nightmare on Elm Street*: the concepts of these films are visual, disturbing and play with one's imagination—which makes them great for pre-sales. And rather than focusing on original content, do note that the horror genre is very popular for the book industry, so there are numerous stories to adapt for the screen—which allows for verifiable audience. That said, the verifiable audience for horror titles is notoriously unforgiving; they have extremely high expectations and treat the horror genre as a true dark art form. (Stanley Kubrick, of all people—one of cinema's greatest filmmakers—encountered heavy audience pushback from devoted Stephen King fans when he took creative liberties in adapting *The Shining*.) So even for horror concepts that have been adapted from great horror novels, one cannot assume that a verifiable audience will be waiting to transact if there's even a whiff of the executives taking their attendance for granted. The producers and executives who are decision makers in the horror space have literally heard every conceivable clichéd idea. So the concept needs to be rock solid. Horror is a great genre, but it's very challenging—especially when starting out. Keep your horror ideas in motion, but keep them in your back pocket for now. If you simply must write or flesh out horror ideas (ones that wouldn't fit as a "creature feature" outlined above), I highly suggest writing a novel instead; the movie can always come later.

Drama

There are numerous existing sources out there from which to build a great dramatic film—books, articles, blogs, true events—and there is equally no shortage of writers who can tell dramatic films in a fresh and compelling manner. However, drama films are incredibly difficult to get greenlit because they tend to have a lower audience volume than more commercial genres. Due to the lower number of eyeballs, producers are required to stack their films with very well-known acting talent in order to drive more awareness and attention. However, by doing this, the budget of the project increases (as does the risk for a measurable ROI). Although many mainstream production companies and distributors like the idea of investing in big dramas—especially ones they feel could be big award winners—they tend to be quite particular in their selection process as a way of protecting their cash reserves. For an original work, it's very challenging—to say the least—to get a drama over the line. Most "original" drama scripts were written by very well-established writers—many of whom have combined writing and producing backgrounds (meaning they've collected quite a few valuable contacts over the years and know how to get projects into motion). Dramas can work if they are approached in one of three ways:

- Place the drama within the context of one of the "genres that sell" categories listed above (e.g., make it a dramatic thriller or a dramatic YA story);
- Present it through a filter of humor. A film like *The Big Sick* is very much a drama—dealing with illness, broken relationships, loneliness—but is propelled with romantic comedy and optimism; or
- Make it inspirational. *Brittany Runs a Marathon* is very much a drama with its themes—self-image, fear, etc.—but it examines those concepts through the power of perseverance and self-actualization (which makes it inspirational). These attributes can transcend a dramatic idea into a more sellable concept; that said, it's still an uphill battle and will require some pretty well-known names.

Comedy

Feature films marketed solely as comedies are extremely tough to sell, which consequently makes the pitch all the more challenging. Comedy in and of itself can absolutely generate strong cash—so there is definitely interest and a market need—but what is funny to one person versus another can vary drastically. Also, a laugh-out-loud funny script doesn't always translate into a funny movie, unless the perfect combination of director, acting talent and post-production editing talent are completely in sync with the style and scope of the humor. Sadly, a simple overreaching joke or poorly executed moment within a single scene is sometimes enough for a programmer to give a project a pass (which makes comedy a tough investment for a distributor or production company). Generally, comedy content is developed a bit in reverse, following the "made to order" model. A comedic talent—one with an established reputation (e.g., a standup comic with trending success or a known acting talent from a successful series)—either is approached or can utilize their established connections to flesh out a concept. In other words, comedic talents go through a bit of a grooming process. Consider talents like Kevin Hart and Amy Schumer, both of whom grew a wide standup audience before having their standup acts televised; with successful one-off standup programs garnering strong ratings, both Hart and Schumer were elevated to more mainstream production workflows and formats. That said, elements of humor can and should be used whenever appropriate. Peppering witty dialogue and comic relief into a goldmine genre not only ensures an entertaining read for executives (and eventual viewing experience for audiences), but can help show your scope as a content creator and/or writer.

Religious and Faith Based

Content with a religious theme—whether prominent or subtle—is quite hard to place. Although there is absolutely a religious/faith-minded audience throughout the world, faith-based films run into the same obstacles as comedies. A minor aspect of the story that's either too on the nose or not emphasized in the proper way can cause an otherwise flawless film to be overlooked or passed upon. An entire script can work perfectly, but a few directorial decisions or interpretations can shift it away from the intended audience. I've brokered several deals with faith and family outlets; they're hungry for content, but they know their audience and will only put down cash on the films that satisfy their D2C needs. This is a great genre to explore, but one where the story and production decisions need to stem from the platforms themselves (in a "made to order" model). Any films or scripts written on spec have a very tough time being placed otherwise.

Coming of Age

Coming-of-age films follow young adult character(s) experiencing profound and/or transformative life experiences (ones that forever mature them or shape their worldviews). Examples include *Stand by Me*, *Adventureland* and *Into the Wild*. There's nothing wrong with the coming-of-age theme *per se*; but generally, a film built solely on a YA character—more often than not a young man—tends to feel kind of boring (and pompous). Coming-of-age films technically classify as dramas, which—as mentioned above—require high-end cast or attachments to pull off successfully. However, in the indie realm (without all the high-priced talent attachments), coming-of-age films seldom attract the sales necessary to cover their costs, making them easy projects for executives to pass over. All that said, the coming-of-age theme is a fantastic story mechanism—one that can be successfully woven into any of our "genres that sell" (applicable to both male and female characters). The coming-of-age concept is great; just make it a subplot where possible. (Sidebar: the only time I would shy away from this advice would be where the coming-of-age story is an adaptation of a book or other form of IP. But even then, I'd still frame the pitch as a goldmine genre with a coming-of-age subplot or story device.)

Budgets, Financials and Production Timelines

Although every film has its own unique production requirements, a few generalizations can be identified to bracket or tier production budget levels, timelines and workflows. There are some scenarios that might shift a project from one tier to the next, such as its release strategy, its demographic target and its overall subject matter; but in the vast majority of cases, the below covers the high-level buckets indie films generally fit within.

Low Budget

I would define any movie with a budget under $1.5 million as a "low-budget" title. An average US or Canadian-produced indie movie generally has a budget somewhere between $350,000 and $750,000. Once you creep above these prices—into the $950,000-plus zone—the pricing starts to increase almost exponentially (mostly due to union expenses). Although films can be made for much less—all the way down to micro-budgeted projects—films in these extremely low tiers tend to lack the minimum production values and cast attachments necessary to land any significant pre-sale deals (therefore making them uninteresting to development and distribution executives). Films in this budget range tend to be TV movies or straight-to-home-entertainment releases (VOD and DVD/Blu-Ray).

Mid-Budget

Mid-budgeted films start at around the $1.5 million range, average at approximately $2.5 million and generally cap out at $5 million. Films at this level will likely have very solid cast arrangements—with heavy SAG/AFTRA fees—and include some type of theatrical release strategy (even if only a day-and-date model to increase VOD visibility). These are the kinds of films you're likely to see as "originals" on premium cable networks (e.g., HBO, Showtime) or SVOD outlets (e.g., Netflix, Hulu). To give a sense of volume, for every 10 professional indie low-budget productions, there's probably only one "mid-budget" film.

High Budget

A high-budget indie film is any movie with a budget over $5 million. Interestingly, films are rarely made in the $5 million to $6 million zone; it makes more sense at the high-budget level to increase the film's overall cost—up to an average of $15 million to $30 million—by beefing up the cast with a few top-notch A-listers (ones guaranteed to bring in the necessary volume of paying consumers to make the venture worth the investment). A great example is the film *Drive*; although this title could have easily cost a few million dollars with a smaller cast, the talent attachments necessary to make *Drive* a wider-reaching and more attention-grabbing film increased its budget to $15 million (fitting perfectly into the "high-budget" sweet spot).

Indie movie budgets are scalable: they can easily slide up and down depending on the type of outlet most interested in your project and the associated cast required to make it a viable business vehicle. When starting out, the low-budget tier is by far the most welcoming and opportunistic; films are in high demand in this space and the need for a fresh take on the tried-and-tested goldmine genres makes for a solid foundation.

Pre-Sales

When most think of pre-sales, they imagine taking a mock poster, a script and potentially a sizzle reel to the international film festivals to pitch the idea to foreign-based buyers in order to get the film funded. Although this workflow still absolutely happens, it's slowly fading away as a common business practice.

As an up-and-coming indie producer or filmmaker, you personally will not be heading to the international markets to pitch and present your project in the hope of securing pre-sale deals; that's a role reserved for a firmly established producer or distributor (one with a history of delivering what's promised). This was always the case to a degree, but two critical shifts have transpired over the decades that have pushed novice producers completely out of this workflow: negative experiences and technological innovations.

When someone pitches a project, they pitch the ideal—what they *hope* the project will be and whom they *hope* to have cast. But during the development and production process, reality can toss up some hard obstacles. Cast members can drop out; equipment can fail; and Mother Nature can hit with unexpected fury. Even if a film is completed despite all these setbacks, the setbacks can cause delays and in the end a film can unintentionally be delivered at a dramatically lower quality level than initially promised. Although such scenarios are negative experiences for everyone involved, a low-quality product hurts the pre-buying clients hardest, since their monies have been invested for the longest duration of time. Therefore, in order to reduce excess risk, international pre-buyers have gravitated toward only working with established producers and production companies—ones they've worked with before or that are verifiably capable of delivering quality content despite the inevitable setbacks.

In addition, as time has passed, technology has improved immensely. It seems crazy, but in a single lifetime, film has been replaced with digital formats and theatrical releases have transitioned into supportive marketing campaigns for a home-entertainment/VOD release. As a result, the costs of production at the indie level have dropped and the speed at which things move has increased. Therefore, buyers now have the luxury of waiting to "see" what they're buying before they invest. Why invest monies early when the necessary costs have dropped? And why buy into something sight unseen that will be available in a completed form a few months down the line? These are all valid questions that have completely disrupted the financial models within the indie film realm.

This isn't to say your project can't be pre-sold; it will just require an established individual or entity to secure those deals on your behalf. How this affects the feature film pitching process is that now—and moving forward—you must have all your ducks in a row well in advance. The script must be solid; the cast—key roles—must be secured; the genre must be workable; the budgets must be realistic; and the production plan must be vetted by established production teams (with a verifiable track record of delivering what's expected).

Pitch Materials Required

Story is everything with a feature film. But movie scripts—running on average close to 100 pages—take time to read. And executives are busy people juggling multiple projects at once. So, although a great concept will eventually get read, you'll need to "spruce up" your bland 100-paged PDF with supporting materials that hook potential producers into giving your script at least a few pages of light skimming.

And once they do get to reading, you need to ensure they're reading a script that "feels" ready to elevate to a more meaningful conversation.

Pitch Deck

This professionally assembled visual document presents the most crucial core concepts of your project in approximately 10 to 14 well-structured slides. These are fun, succinct and clear high-level overviews of what your project is about (and who is bringing it to the table). Examples of required information include:

- the genre category;
- a short synopsis;
- brief main character descriptions (with images to give visual examples);
- original source material (if applicable);
- similar types of movies for comparison;

- cast and crew attachments, if any. If your film has no attached talent, it's perfectly acceptable to use known actors that capture the style/feel you're going for with each role; and
- a collection of "visual" samples (images, stills, artwork, graphics) that help align a producer or executive with the feel and tone of your project.

Short Treatment

This is a document of about two to five pages offering a high-level overview of the film's story, its main plot points and its main characters. Think of it as the summary or outline that gives a producer or distributor a clear understanding of what the film is about without requiring a full 100-page script read. One thing to note: the "short treatment" doesn't have to read as a traditional treatment (with full paragraphs); it can instead be two to five pages outlining the project's story points or beats. To get a great sense of how to structure a film's story beats, check out Blake Snyder's book *Save the Cat! The Last Screenwriting Book You'll Ever Need*.

Production-Friendly Script

Many scripts are written without filters of budget or talent limitations (and most screenwriting books and film school courses insist that such issues are the producers' burden alone); but development executives look for indications of production feasibility when reading a script. If a dialogue scene takes place in a moving car, that's expensive; a skilled writer with an understanding of indie budgets would not place a dialogue scene in a moving car unless there was a good reason. Take time to schedule out your script's production. Ensure that your project could be filmed in 18 to 24 days with limited locations; make certain that each character has a reason for being in the script (cutting out those tiny roles that could be filled by an existing character). It is perfectly acceptable to watermark a script; just ensure that the text is still readable! A PDF version or similar is fine.

Vetted Budget

Although a budget isn't always necessary during the pitch process, it's good to have a realistic number in mind in case the question crops up during a meeting. If your anticipated budget is miles away from the zone the producer or executive generally works within, that'll need to be addressed and corrected. To obtain a realistic working budget, talk to someone who has served as a line producer on indie films. A line producer's entire career is built upon reviewing scripts—line by line (hence the name)—and calculating their likely out-of-pocket cost to produce. They have the skills and experience to know how filming a project in

Canada, Australia or a different US state can affect the bottom line—all of which is incredibly valuable information. There's nothing wrong with asking, "How much do your films generally cost?" when pitching. Get the real-world answers and filter your content to meet market expectations.

Mood Reel

Consider a theatrical-styled trailer, except imagine the visuals and sound as a collage or compilation from a variety of other content. That's essentially what a mood reel is. A mood reel is a trailer or sizzle reel compiled from other media sources that offers a sense of how your finished project will "feel" emotionally and/or look visually. Although the visual structure and shot progression can be entirely random—meaning it does not require any set foundation—I have seen the most success from mood reels that mimic true movie trailers. For example, let's say you're pitching a drama with a great love story set against a major historical event from the mid-1800s. Mood can come from any time era, so footage in the mood reel could be pulled from anything; but audiences will better "visualize" the project if most visual images include costumes from the actual era. Also, for us to engage with the love story aspect, it's best to focus on a single individual as the protagonist and a single person for the love interest (pulling or sourcing images/footage featuring the same on-screen talent, even if from different projects).

Production Notes

During the pitch process, the overly technical aspects of the production won't feature. Camera lens preference and lighting ideas don't need to be discussed. And in truth, all of these will be understood through the mood reel and information supplied in the pitch deck or presentation (or when reference is made to other films). It's a rare breed of person who can visually understand how certain lenses and lighting schemes will appear in the finished project, so it's best to focus on the story and its audience in the early stages of the game. A subtle reference to visual style and approach can be mentioned in a director's statement—if that director is a known talent—but such granular information on specifications isn't required at the pitch stage.

Sizzle Reels, Mock Trailers and Shorts

One question many filmmakers and producers ask is whether they should invest cash in a promotional sizzle reel or mock trailer—offering a visual example of what their film could look like as a completed project. In a similar vein, many ask if they should shoot a "short film" version of their feature—one that will utilize the same acting and/or directing talent—as a way to attract investment.

My answer to these questions is a firm "no." At the professional level—especially for those new to the business with minimal available finances—sizzle reels, mock trailers and/or even "short" versions can actually cause more harm than good.

When you present a visual "example" of what a project will be, the quality of that sample will be deemed equivalent to the output of the finished product. That means any rough patches, sound blips, weak acting or other minor imperfections—including pacing, flow and genre sense—can very quickly shift an otherwise open minded analysis into definitive rejection.

A far more effective tool is a mood reel (as outlined above). A well-crafted mood reel can be produced far more cheaply and is much more effective in relaying the idealized style, scope and tone a filmmaker is aiming for. And a mood reel coupled with a clear pitch deck conveying the critical data points will place your project miles ahead than even a well-produced short film or mock trailer.

CHAPTER FOUR

Pitching Scripted TV Shows

Scripted television encompasses a wide range of serialized content, from limited-run closed-ended series (sometimes with as few as two or three episodes) to soap operas, some of which easily span dozens of seasons with hundreds—if not thousands—of episodes per title.

Here's the quick history: although television content came into existence way back in the late 1920s—with the first drama being the 40-minute one-off *The Queen's Messenger*, which appeared on an experimental General Electric-owned station in 1928—there were very few consumers who could afford a TV and therefore very few capable of receiving the signal. After World War II, the number of suburban households in the US dramatically increased, as did demand for in-home entertainment; thus, demand for televised content grew. The first successful filmed television drama was 1949 anthology series *Fireside Theatre* (more widely known as *Jane Wyman Presents*), which was soon followed by 1951 smash hit *I Love Lucy*.

Although these historical references feel ancient by today's standards, they showcase a very real correlation between three crucial aspects of the TV business that are still vital when pitching content today:

- *Consumer demand*: Studios had to follow the technological growth and wait until a minimum number of consumers had the necessary hardware to receive transmissions;
- *Corporate ad revenue*: Major companies were funding the television effort—as mentioned, General Electric backed the first TV drama—with the clear intention of using television as a means of direct-to-consumer advertising; and
- *Talent association*: The *Fireside Theatre* series was always built around a known acting talent serving as "host," and *I Love Lucy*'s Lucille Ball was already a popular comedic talent due to radio-based hit *My Favorite Husband* from which the series was adapted. Known acting talent attachments are just as vital today to give a project a much-needed boost (as are adaptations and reboots of existing intellectual property (IP)).

Scripted television has evolved substantially over the past several decades and is now treated as a very serious media segment. The most common form of scripted television falls within the realm of TV drama, which encompasses everything from major elevated premium titles with multiple seasons (*The Crown*, *Game of Thrones*, *The Man in the High Castle*) to mid-level shorter-run series with closed endings (aka "limited series" or "mini-series" like *The Queen's Gambit* and *Chernobyl*), and even mainstream televised commercial series (*This is Us*, *Blue Bloods*, *SWAT*). Programs can be long-running series where each episode adds to an overall larger plot (*Lost*, *Money Heist*); can be "procedural," where each episode stands as a self-contained story even though the characters remain the same (*Law & Order*, *Criminal Minds*, *Star Trek*, *House*); and can even serve as anthologies, where each episode or season is unique, despite being branded under the same title banner (*Black Mirror*, *Fargo*, *True Detective* or *American Horror Story*).

Outside of the purely dramatic forms of television, comedy equally drives the scripted television business in the form of multi-camera sitcoms (*The Big Bang Theory*, *Friends*), situational single-camera programs (*Curb Your Enthusiasm*, *Parks and Recreation*, *Modern Family*, *The Office*); and sketch comedy (*Saturday Night Live*, *The Daily Show*). While kids programming (*Sesame Street*, *Blue's Clues*) could equally be discussed here, we'll approach children's programming separately in Chapter 7.

Unique Pitch Factors

There are two vital attributes that are unique to television. We'll start with these, because they help frame the required perspective in understanding how executives evaluate television proposals in comparison to other forms of media content. Although not directly discussed, development executives will need to see both of these in any pitch presentation for it to have real-world merit.

Character over *Story*

No, you didn't misread that… In scripted television—and arguably in reality content as well—the characters are what draw in audiences week after week, not the story. That's because great characters allow for great episodic stories to be written (not the other way around). By contrast—as outlined in Chapter 3—feature films are completely story driven, told from the perspective of a single character with supporting characters populated around them. There are incredibly wonderful film characters, but movies are story focused, with clear goals and objectives. A television series, on the other hand, must be built on a group of highly engaging characters who are interesting to watch episode after episode. The reason is that a television series is built on the foundation or framework of interesting yet conflicting characters, which allows for a seemingly endless number of episodes to be written—each with a complete beginning, middle and end—while keeping the door wide open for a new episode next time around. Even with a closed-ended series, where there is a clear resolution at the end of a single season (e.g., *The Queen's Gambit* or *Chernobyl*), the characters are engaging enough to watch as they tackle single-episodic goals on their journey toward the overarching throughline. Consider unique character attributes like a homicide detective balancing obsessive compulsive disorder in *Monk*; a CIA agent fighting terrorists while battling her own bipolar disorder in *Homeland*; a doctor with a fear of blood in *Doc Martin*; or a tough, street-smart "fixer" for the rich and powerful who is dealing with his own painful memories of sexual abuse in *Ray Donovan*. Story is vital; but the idea is that a great collection of characters fuels the entertainment and offers writers potentially unlimited story options. Many novice writers approach a "series" with a movie mindset—where they try to write a story with a beginning, middle and end spread across multiple episodes—but this approach always falls short after a few episodes because the inciting storyline inevitably gets resolved.

Genre Conventions

In Chapter 3, I mentioned that movies should never be pitched simply as "dramas" (too boring) or "comedies" (too vague); and that instead, feature films are best pitched with engaging and detailed genre headers (e.g., "aging male action films," "tween romance stories," "woman in peril thrillers"). Television completely breaks this rule and—ironically—television should be defined by the exact genre headers I advised never to use in the film world: "drama" and "comedy." While these genres in the film world make producers cringe, in the TV world they frame a project by the type of episodic running time it will have—and therefore the type of TV slot it should fit into. A "drama" simply implies an hour-long "serious" story; a television drama could focus on "an aging male action hero" (*The Blacklist*, *Breaking Bad*, *Yellowstone*); a 'tween romance" (*Alexa and Katie*, *Never Have I Ever*); or a "woman in peril" (*Big Little Lies*, *The Flight Attendant*, *The Cry*), but executives will nix those detailed statements and describe them only as "dramas." A "comedy" simply implies a half-hour "light-hearted" program. *Fleabag* is laugh-out-loud funny, but also has moments of powerful—even dark—dramatic revelations; but to executives, it's a comedy first, due to its running time.

What Drives a Great Television Project?

The main purpose of a television project's existence is episode count. More episodes allow more opportunities for a network or video on demand (VOD) platform to receive revenue from ads, carriage fees or subscription fees. But one cannot simply stretch a storyline across dozens of hours and expect an audience to stay interested. That is why, as stated above, the thing that truly drives a successful television project is a great collection of characters—ones that can supply a seemingly endless number of single episodic story lines.

Consider great scripted TV shows—programs like *Lost*, *Mad Men*, *Breaking Bad*, *Curb Your Enthusiasm*… (Fill in the list with your own favorite programs.) These aren't really too plot driven. The concepts themselves are actually quite basic and have a clear and simple target (i.e., survivors of a plane crash stranded on a remote and mysterious island in *Lost*; or a high-school teacher with lung cancer trying to earn quick cash for his family by cooking meth in *Breaking Bad*). What's more important are the characters: deeply fleshed out, complex, nuanced. Both *Lost* and *Breaking Bad* have an inciting incident and a clear conclusion, but only in hindsight can one patchwork a "plot" together from all the episodes. But each season—and each episode (or chapter)—acts as a story within itself: the main characters encounter a new problem and must work together or outmaneuver one another in order to accomplish their overarching objective. There are certainly elements from past episodes that interfere and affect them; but oddly, these challenges all seem to fit with the theme of each unique episode.

An important point here is that each episode must feel like a closed-ended plot—even within programs that have an ongoing storyline. I think one of the best examples of this process of balancing great characters with an overarching throughline while simultaneously crafting fully enclosed single episodes is the comedy series *Schitt's Creek*. In *Schitt's Creek*, if one were to compare the very first episode (in which the Rose family are pulled from their life of luxury to find themselves living in squalor at a cheap motel, and which introduces the bulk of the important characters required to make the series function) to the very last episode (in which each member of the Rose family has either found or is on their way to finding personal riches again via valuable life lessons, meaningful friendships and carving their own path), you'd see a full character journey. However, crammed in between are dozens of great individual storylines that work as completely self-contained chapters while equally serving as stepping stones within that overall journey. Each season has a collection of character objectives (e.g., David opening a store; Moira acting in and promoting *The Crows Have Eyes III*; Johnny taking over the motel with Stevie); but each episode offers unique problems and solutions within that journey—all while offering audiences digestible, closed-ended and satisfying pieces of the puzzle. There are no cheap cliffhangers tacked on to keep audiences glued: the episode instead starts with an incident that must be dealt with and resolved, all while the characters slowly work toward the long-term objective.

To successfully pitch a scripted TV show, you must be able to present your concept not as a story, but as a project that has the potential to dish out episode after episode, season after season, while always remaining fresh, interesting and on point.

Characters

Throughout all forms of media, characters essentially come in two very basic flavors—static and dynamic. A static character is one that remains the same from beginning to end; they do not change. By contrast, a dynamic character evolves or transitions in some way throughout the story—meaning by the story's conclusion, they have become a completely different person than they were at the beginning via maturation or perspective.

One-off forms of media—novels, plays and feature films—tend to follow a single protagonist fitting the dynamic character definition. They transition before our eyes, with the obstacles blocking them from accomplishing their goal transforming them—for better or worse—into a new person by the story's conclusion. These transitions are deeply personal—ones that shift the character's specific outlook or worldview. Such stories represent our own process of growth and maturity as we navigate the world.

Television, by contrast, generally doesn't follow this path. Scripted TV is comprised of a collection of powerful, multi-dimensional characters—ones that afford a wide variety of conflict and story potential. Even though television characters learn insights and change opinions from the start and conclusion of each episode, at their core they are forever static characters, or ones whose dynamic transition does not affect their core personality. For example, consider David's transition in *Schitt's Creek*, where he slowly befriends and opens up to the idea of a long-term relationship with Patrick; this is a dynamic transition, yet his core character traits—who he is—remain static. This is reflective of the point that we as humans have the same basic personality from birth to death, even as we grow and evolve—for instance, an introvert doesn't become an extrovert.

The reason is that television is built upon a collection of smaller stories—or smaller moments—within our lives. This is what allows episodic output. If the core essence of each character remains the same, the episodic output can continue.

To help give some insight as to how to flesh out three-dimensional characters that have the potential to traverse multiple seasons, consider the following.

Unapologetically Flawed Characters

We have built-in admiration for people who break all norms and conventions—even at the expense of insulting, hurting or inflicting harm on others—yet somehow seem not to be affected by the outcome. These larger-than-life characters are not exactly examples of who we want to be in life, but rather showcase a secret type of life we all fantasize about. In the Amazon series *Goliath*, attorney Billy McBride has no shame in guzzling down booze while inviting prospective clients to his "office"— a cheap motel room next to a dive bar. He is brash, single-minded and gives zero fucks about who he might infuriate. He is flawed and has no intention of apologizing for his behavior. The same can be said of Phoebe Waller-Bridge's character in the hit series *Fleabag*: she causes mayhem wherever she goes. Or Carrie in *Homeland*, whose severe bipolar disorder makes her both a valuable CIA asset and a major liability. Unapologetically flawed characters are messy: their lives are in shambles and whatever the worst outcome luck could bestow upon someone will inevitably be their fate. They represent our best and worst attributes as humans, and that's what makes them so fascinating to watch episode after episode.

Disagreeable Characters

Conflict is what drives story, so any opportunity for interaction between disagreeable characters—or characters that would be unlikely to mingle willingly—is always ripe for consistent episodic output. A classic example is the Neil Simon play *The Odd Couple*, in which two recently single men (one very clean and orderly, the other a slob and very messy) must live together in an apartment; this evolved from the theater into a successful TV series. More recent examples include *The Office*—you don't always get to choose your co-workers; *Modern Family* and *Shameless*—you're bound to your family by blood, but not always by choice; and *Schitt's Creek*, where the characters are forced into uncomfortable living conditions by happenstance. These shows maintain our attention because unlikely character interactions force the extreme reactions we are all capable of experiencing, yet rarely unleash.

Television Formats and Structures

Above we mentioned that television shows are developed and delivered—and therefore must be pitched—as either one-hour dramas or half-hour comedies. As this feels a bit rigid in structure, let's explain some of the reasoning.

Why One-Hour Dramas?

Dramatic forms of content are more digestible than other forms of TV content. They allow engaging characters to take viewers on a journey—often told through high-stakes verbal interactions as opposed to purely visual action sequences (which are expensive and take a long time to shoot)—but they don't require the time commitment of a feature film. After decades of trial and error, 60 minutes seems to be just enough time for the average viewer to commit to a single piece of media content before flipping channels. The audience seeking content in the 8:00 slot versus the 9:00 slot tends to be different (which affects the types of programs placed in these slots, as well as the advertising revenues). As a result, television schedulers and programmers tend to think in one-hour blocks when plotting out their grids, which affects their "content orders" (they thus need a select number of "hours" to fill). Dramatic content fits this block well. An hour allows for story development and character interaction, while offering a satisfying and clear resolution in a manner that doesn't feel rushed and follows a clear and steady pace. Even in the realm of VOD—where content is not confined by running times, commercial breaks or time schedules—audiences still prefer the one-hour duration to experience the latest chapter of their favorite world of characters. If you're pitching drama (i.e., "serious" content), the industry expects this to be built within a one-hour framework.

Why Half-Hour Comedies?

So why are comedies half-hours instead of hours? There are certainly a few examples of hour-long comedy programs—though most are really more "dramedy" in nature—but the vast majority of comedy programs are placed within half-hour slots (meaning they tend to have a running time of 21 to 23 minutes). The real reason is that comedy is very hard to pull off effectively. I would argue it's the toughest genre and the one with the narrowest margin for error. Comedy programs tend to take double the shooting time—meaning they require the same number of shooting days on average as an hour-long drama, while yielding half the usable content. But another key reason is audience fatigue. If a show is laugh-out-loud funny, then a half-hour is about the maximum duration of story length that can sustain a high level of comedic output built around a single storyline. When binge watching, it is easy to get into another episode; but remember, this is a fresh story, with new recurring gags or references. Feature films can break this boundary because they exist within a single storyline—and they tend to have comedic "breaks" or rests so that an audience can regroup for the next cycle of humor (the same holds true for sketch comedy shows like *Saturday Night Live*, where musical acts segment the intake). If you're pitching comedy, stick to the conventions and aim for the 30-minute episode.

Flavors of Scripted Television

Anytime we're working in the realm of television—even original content for subscription video on demand (SVOD) platforms like Hulu, Netflix or Amazon Prime—we must first accept that content needs to be told in a structured and serialized manner. Even while scripted content has evolved beyond mainstream free-to-air television and is considered on the same level as premium feature film content, it still needs to fit into some standardized norms in order to satisfy audience expectations.

Let's outline a few of the high-level phrases that define the world of scripted television.

Closed-Ended versus Open-Ended

When evaluating a new scripted series project, one of the main questions execs will need to know is whether the project is open-ended. An open-ended series can continue season after season. To give an example, series like *Law & Order*, *Gray's Anatomy*, *Lost* and any iteration of the *Star Trek* franchise are open-ended programs. Once a given season concludes, the characters and the story have the potential to continue on indefinitely (until the ratings wane to the point where renewal no longer makes financial sense or critical members of the cast or crew decide to opt out). Soap operas and telenovelas are extreme examples of open-ended programs, where characters and events can continue onward for decades. A closed-ended series, by contrast, has a finite conclusion at the end of its initial seasonal run. These are usually mini-series type programs. Occasionally you could include anthologies to this bucket—for example, the hugely successful *American Horror Story* franchise, where each "season" has a new batch of characters and plotlines—but these tend to be treated differently. Closed-ended series are often referred to as "limited" series, in that there is a limitation on the number of episodes possible. A key point is that, despite the writing team's intention to conclude after a single run, there are always clever ways to "continue" a story should a large enough market exist; but rarely do future seasons perform as well as the initial run, primarily because these later seasons generally feel forced and consequently lose the program's initial spark. Consider HBO's *Big Little Lies*:

its first season had a clear and satisfying conclusion, but after the series emerged as a hit—and HBO needed top-notch content to slow the viewership loss after *Game of Thrones* concluded—a second season was rushed through which never quite captured the feel (or the audience) of the original. By contrast, *The Handmaid's Tale* also originated as a limited series, buts its second and third seasons maintained the feeling of the original and allowed audiences a fluid experience (greatly increasing subscription volumes for Hulu in the process). An important note is that limited-run or closed-ended series aren't as commonly developed or produced in the US as they are in international markets; the few examples of successful limited-run programs tend to be either premium cable co-productions with international third parties (e.g., HBO hit *Chernobyl*, which was a co-production with the UK's Sky) or closed-ended programs that are designed with "future season" potential (e.g., *Fargo*'s closed-ended first season concluded with a satisfying end to a single crime story, but the foundation of the series—portraying smalltown crime stories connected by a single family history—allowed for continued seasons to be engineered). If your project is a closed-ended concept—for example, adapted from a common source like a novel that equally has a finite conclusion—it's always wise to consider how future seasons could play out. Can these characters live on and maintain the necessary level of conflict/intrigue to sustain—or grow—an audience season after season?

Serialized versus Procedural

Execs will need to understand the story structure of a series—specifically, how it will be presented episode after episode. Showtime's *Ray Donovan*, HBO's *Game of Thrones* and AMC's *Breaking Bad* area all examples of serialized dramas. You cannot simply start watching them mid-season: you'd be missing critical plot information and character insights. (It'd be like starting a movie halfway through—you'd be a bit lost on the details.) That's because each episode of a serialized television show pushes the story forward, one chapter at a time. A procedural series, by contrast, requires no prerequisite information for audiences. Although the same characters populate the entire series, each episode exists as its own unique standalone story. Examples include *House*, *Law & Order* (all franchises), *Star Trek* (all franchises) and comedies like *Workaholics* and *It's Always Sunny in Philadelphia*. Granted, even on a scripted procedural series, over enough episodes certain character traits or storylines are embedded that must continue. For instance, in *Law & Order: Criminal Intent*, we learn about Detective Robert Goren's mother being schizophrenic and later his brother being homeless; once these character histories have been established, they cannot be altered, but the audience is not required to know about them in advance in order to start watching. On the comical side, *It's Always Sunny in Philadelphia* takes its characters in extreme directions—many of their dilemmas are simply never spoken of again (e.g., brother and sister Dennis and Dee become addicted to crack at the end of one episode, yet both are completely back to normal at the start of the next). The important factor with a procedural is that the audience can start watching from any episode across any season and fall right into the fan club.

"Hours" versus Hours ("Half-Hours" versus Half-Hours)

Television "hours" (associated with drama content) and "half-hours" (for comedies) aren't always the same running times. An hour on Netflix, HBO or BBC might actually be 57 minutes. An hour on Showtime might only be 52 minutes. And an hour on a commercial channel might actually be 44 minutes—often referred to as a "commercial" hour. On that same token, a "half-hour" comedy on Netflix or HBO might be 29 minutes; yet a comedy on a free-to-air channel might be just 22 minutes. But a 22-minute commercial half-hour comedy script cannot simply be stretched into a 29-minute episode; the entire pace and structure of the half-hour must be built according to each specific platform or network's needs. Depending on what type of project you aim to pitch, carefully analyze where it would most likely sit in the television landscape. Do augmenting projects have full slot running times or commercial running times? If commercial running times, how many commercial breaks are built in? Are there certain episodic beat structures the network tends to use? If your intention is to write an intriguing drama, understand that not all "hour-long" TV dramas are exactly an hour in duration and therefore a different number of script pages might be required for a development executive to "feel" a project is on point. The same holds true with half-hours.

Weekly versus Daily

The most common forms of scripted television are weekly programs, meaning they are generally comprised of 13 to 15 episodes each "season," broadcast in the same date/time slot each week. But soap operas and telenovelas are daily programs, requiring 45 to 75 (or more) episodes each season. And other international programs are built to fit into more region-specific schedules, such as Ramadan programs in the Middle East (e.g., Lebanon's *Children of Adam*)—these are 30-episode orders so that a new episode can be broadcast each night of the holy month while families sit before their TVs breaking their fast. While a network TV show can cancel a poor-performing weekly or daily series mid-season, the growth of SVOD platforms requires entire seasons to be shot and delivered in advance—dramatically driving up production costs. That said, VOD platforms have started to schedule their new releases as weeklies in order to keep subscribers paying monthly fees, to avoid a quick drop-off of subscription revenues once a successful show has been viewed—compare Netflix's approach of releasing all episodes of *Orange is the New Black* on a single date versus Hulu's weekly release of *The Handmaid's Tale*. In today's world, "weekly" and "daily" are still used to describe television schedules, but can also be used to infer the style of episodic production required.

Anthologies

The concept of an anthology allows for a branded series to explore unique stories—with completely different characters—all told through the filter of a single program brand, franchise or collection. Anthologies can exist with standalone seasons—where an entire season of several episodes exist within a self-contained story (e.g., *American Horror Story*, *True Detective* and the rebooted *Scream*, where each season follows a different killer); or can exist as standalone episodes, where each episode serves as a unique "short" film or story (e.g., *Black Mirror*, *Into the Dark* and the classic *The Twilight Zone*). Often there is a link that unifies all episodes or seasons—examples include use of an on-camera host (Alfred Hitchcock in his classic series *Alfred Hitchcock Presents*); a single character unifying everything together (the nameless individual known only as "The Guy" who links each unique episode of the standalone episodic anthology series *High Maintenance*); a story device providing a framework (the interview structure driving *True Detective*, allowing characters to explore a cold case and how that case has lived with them over the years); or simply a thematic tone or style (the negative impact of technology, as explored in *Black Mirror*). One benefit to anthology series is that they can theoretically continue onwards forever or simply conclude at any time. A network can order a set number of episodes or seasons and each will be wrapped up at the conclusion of that order; there are no loose ends to tie up. While there are many benefits from a cost standpoint, it is tricky to cultivate an audience for anthology series. They require a great deal of unison in terms of writing, directing and—most importantly—showrunning talent, to ensure the integrity and style of the program remains consistent. Also, audiences are quite unforgiving: if a second or third storyline doesn't meet or exceed the interest of the original, viewers will quickly move on. While an anthology sounds quite similar to a procedural program, the important thing to note is that a procedural involves the same characters simply exploring a new problem within each episode; whereas an anthology has a completely new set of characters exploring a completely different problem that is only connected to the previous storyline by theme or structure. As an example, *The X-Files* is a procedural series because each episode involves Mulder and Scully working as a team to investigate a bizarre paranormal event; *Black Mirror*, by contrast, offers a completely new story with a completely new batch of characters in each episode.

Pitching Workflow

At the highest levels of the pitching process—in order for a scripted TV series to secure major investment from a network or VOD outlet—a project will require the following fully completed and/or finalized elements:

- *Bible*: A high-level but very detailed overview that explains what the show is about, provides details of the main characters and overviews episodic opportunities;
- *Season breakdown*: A fully fleshed out seasonal breakdown (in which all episodes are clearly outlined in detail);
- *Script*: One "production-ready" pilot episode;
- *Attached creative talent*: A creative lead (e.g., a director, but ideally a showrunner or head writer); and
- *Attached acting talent*: A name (or two) of leading acting talent with a strong reputation.

If an executive team is going to allocate millions from their future annual budgets for a program—paying for next year's content with this year's money—they need assurances that it will work. Cast names help engage audience. But to secure cast, you need a script. And before a writer generally gets the commission to draft full episodes at the script stage—and long before an entire writers' room can be set up and staff writers hired—the writing talent will need a detailed breakdown of what the full first season and initial episodes will look like.

The above list requires a massive amount of time and focus to fully develop—not to mention money and major connections to secure some of that high-level talent; but don't worry—there's a process to this.

Scripted television series generally stem from the creative mind of a single writer. This individual usually puts together the high-level seasonal breakdown and will more often than not write the first episode (pilot) script. Then, with both financial and professional support, this newly formed "project" will be built with a development executive at a production or distribution company, or with a talent agency. These are the types of corporate entities that will sign onto a project early in its life—securing an early stake on the rights—and therefore fund the process of writing and development (including the pitching process to talent and the financial requirements to secure high-ranking creative and on-screen names).

For writers seeking to develop and secure a scripted TV project, they will first need to complete a seasonal overview or breakdown and a pilot script. These two elements are considered the most minimal package of materials that will allow development executives or program strategists to see if a writer's creative vision meshes with their larger business objectives.

For example, a production company with a track record of delivering high-end scripted dramas to VOD platforms like Netflix or Amazon Prime will be on the lookout for similar stylized projects. They will actively be seeking and reviewing new properties that could be acquired and fleshed out to attract name talent and potentially be of interest to major VOD platforms or networks. On the flipside, agencies are always on the lookout for projects that have network appeal but can also be "packaged" with in-house talent they already represent (e.g., known creative talent such as writers and directors, as well as known acting talent).

Let's break this down a bit into a real-world workflow.

Phase 1: A Great Concept

The first step in the process is to tangibly prove you have a great television project in hand. To relay this professionally, you'll need two documents:

- a solid pilot script; and
- a detailed season overview summarizing how the full first season will play out, which includes:
  — an overall high-level summary of the entire season (several paragraphs or about 500 words); and
  — a short summary of each episode (no fewer than 100 words each).

Combined, these two documents allow development executives and/or producers not only to review the style and feel of a single episode, but to understand how that style and feel will replicate across an entire season, episode after episode. From this initial review, executives can quickly surmise the true scale of a project in relation to the strength of its characters, the likelihood of episodic output (volume) and the style/scope of a program (which indicates production workflows and likely scheduling placement). Additionally, an executive will have a strong sense of which partners—networks, platforms, studios (both domestic and/or international) etc.—could be viable clients with which to collaborate. Occasionally a fully fleshed out television bible is made available, but one is not always written at this early stage (though a simple 10-slide visual pitch deck can elevate appeal). At this "great concept" stage, if production, distribution or development executives feel the project has true market potential, they'll elevate the discussion by electing to "shop" or potentially "option" the project's rights for further development and/or analysis. (See Appendices I and II for examples of these agreement structures.)

Phase 2: Development Hell

The second stage of the workflow—after a producer or executive has secured an option—is to further shape the project into a more market-ready property. This process is referred to professionally as "development"; but those on the creative side lovingly refer to it as "development hell." At this stage, rewrites may be required and more formalized pitch materials will be created—such as tailored pitch decks unique to each network, a fully fleshed-out series bible or even sample scenes from the pilot with actual cast members. Scripts may be commissioned from different writers and the concept might even be modified or restructured in an effort to make the project more sellable (or to better meet current market expectations). Some projects might only take a few months to flesh out before securing a green light; others take years. For an extreme example, the book rights to *The Queen's Gambit* were acquired by co-creator Allan Scott 28 years before the series was greenlit. To give a sense of time scale, Scott acquired the book rights to *Gambit* in 1992—four years before lead actress Anya Taylor-Joy was even born and five years before Netflix was even founded! Although *The Queen's Gambit* is an extreme example, it does illustrate how projects can languish until all the right partners sync and the market aligns. Once the project has been fleshed out, executives will begin the process of attaching talent—using the strength of the script(s) coupled with the reputations of the writers/creatives to secure high-ranking actors, directors and an experienced showrunner. With strong scripts in hand, a rock-solid seasonal overview, name talent secured and a top-notch showrunner leading the way, the project is finally ready for formal presentation.

Phase 3: The Big Pitch

After weeks or months—or even years—of hammering a project into shape during the development process, it's finally ready to be placed in front of television's head honchos (the high-profile executives making the major content decisions on behalf of multibillion-dollar networks and/or VOD platforms). One might imagine such meetings as intimidating, money driven and entirely focused on metrics (e.g., financials, ratings stats); yet surprisingly, they are often quite easygoing and primarily focused on the creative process. Money is certainly a major talking point—the business wouldn't exist if money wasn't trading hands—but I always felt most new to the industry would be shocked at how much attention major Hollywood CEOs pay to writers and the writing process. During this final phase of the process, each company's top brass are essentially evaluating whether the project fits their target audience (and whether the project is worth a portion of their annual budget). While one might imagine such meetings taking place in Los Angeles-based boardrooms, the truth is these "big pitch" meetings take place all over the world and are made to networks and clients of all shapes and sizes. They're all looking for that next great project—one that will elevate their company to the next level (or at least satisfy and potentially grow their current audience).

Phase 4: Formalizing the Deal Terms

After this third phase presentation—and assuming there's interest in the project—networks and VOD platforms will make their formal offers. During this business phase, they'll define what a seasonal order will look like (number of episodes, timeframe for delivery and price points) and what rights/demands they'll require, while detailing the workflows for setting up the writers' room (the collection of writing talent necessary to generate a season's worth of scripts).

If more than one offer is received, the deal points are negotiated and weighed by the executives at the production and/or distribution company. And when all falls into alignment, a television deal is struck—resulting in either a single pilot-episode order or a full first season order (generally called a "series order"). This is considered the "greenlight" moment which will allow all funding to be released to pay commissions, fulfill talent obligations (writing, acting, directing) and cover production workflows. At this point, pre-production can commence: offices will be rented, schedules created and crews hired, and a new television series will enter the market.

The Showrunner

The showrunner serves as the leading creative filter, overseeing the entire television series. Just as filmmakers glorify the director's position as one of ultimate creative control on a movie set, with a TV series it's the showrunner that holds this position (their opinion supersedes that of the director). The reason is that a TV series has the potential to be long running. Directors and writers come and go; but bringing in "fresh" writers or other creative talent midway through can sometimes steer the feel or style of a show off-course. The showrunner is thus the filter that ensures the series stays on point. The showrunner's real objective is to make sure each episode fits into the architecture of how the overall series is supposed to play out. They essentially act as part creator, part head writer and part executive producer, overseeing the day-to-day activities of a series.

The job of showrunner is incredibly demanding and tough—one that requires a great deal of experience and rightfully earns a high salary, plus a "backend" (a percentage of profits) on the show's success. But unlike a series director or writer—roles that are highly focused on singular aspects of television production—a showrunner is a master of all trades: they know a great deal about each and every process required to make a successful television production function (including the business workflows). Therefore, during the development process of any television series—Phase 2, as outlined above—one selling point that can transform an "idea" into a fully developed, ready-to-go television series is simply getting a vetted showrunner to take an interest. Although there is generally no "showrunner" credit listed, a showrunner is likely to be found credited as head writer, creative executive, lead executive producer or some other preeminent position.

With a successful and well-connected showrunner attached, a potential television project has an unwritten "seal of approval" (or at least a well-known or trusted leader to call the shots). A showrunner will be able to secure strong writers, key on-screen and directing talent and will understand how to be a functional creative while keeping real-world factors like schedules and budgets in check.

Agencies, distributors, development executives and production entities almost always sign a showrunner before presenting their projects at the studio or network level.

Setting Up the Writers' Room

All of the necessary attributes required to plan a television production—budgets, casting, locations, equipment, crew etc.—require finished scripts. Therefore, the first major objective once a television series has been greenlit is to set up the writers' room. This involves identifying and hiring the program's writing staff, comprising talent generally handpicked or shortlisted by the head writer (who is often the show's initial creator or pilot script author) and/or the showrunner.

There is no single "room" where all the writers must work; the term is a homage to the old days of Hollywood, when writers punched timecards and worked for eight-hour days banging out scripts. Today, writers work much more independently; but they still hold regular meetings to discuss every detail of how a story's overall throughline must work. (Being invited to join one of these writers' rooms is called being "on staff.") For any up-and-coming screenwriters out there, being a writer "on staff" of a major series is a huge step in one's career.

The series must be pitched to each writer individually and each writer must effectively agree either to take on the job or to pass. But just because a writer says "yes" doesn't mean they'll get cracking on scripts right away; their agent must negotiate with the producers in order to land on appropriate payment structures, credits and detailed commitments (e.g., the number of episodes that writer will be responsible for; whether they'll write solo or with a partner). So even despite extremely clear Writer's Guild of America rules and obligations, all of these details still need to be ironed out in relation to the needs of the specific project.

Once the writers' room is established, different writers will be assigned different episodes (aka chapters) to manage. But it's all choreographed as a group and filtered through either the head writer, the showrunner or both. (Important note: sometimes the head writer *is* the showrunner, but other times they are separate individuals—each series is different.)

Production Approaches to Scripted TV

Television programs are crafted in one of two ways: as either single-camera productions or multi-camera productions.

The original format for television production was the multi-camera approach, where two or more cameras simultaneously captured images on set while the director called out which camera angle should be visible for audiences. *I Love Lucy* was the first US produced multi-camera series, but the method is still utilized to this day across a variety of programs—mainly sitcoms, reality programs, live sports and awards programs, along with live-to-tape daytime content like soap operas. But as technology evolved in the late 1950s and early 1960s—primarily the variety of quality 16mm film cameras—television production began to shoot outside of the studio and to adopt the single-camera production methods used by feature film crews. This allowed for TV content to showcase much more complex and dramatic scenarios (which elevated its dramatic potential).

In feature films, it's simply understood that the production will be captured via single-camera techniques. And in reality programs, it's assumed that multi-camera is the go-to production approach. But scripted television—especially comedy scripted television—requires the production approach to be defined during the pitch process.

Situational comedies—or "sitcoms," as the term is often shorthanded—like *Friends*, *Two and a Half Men*, *Seinfeld* and *The Big Bang Theory* tend to utilize the multi-camera approach. The bright yet flat studio lighting and constructed sets of repeatable locations allow producers to capture network orders of 20-plus episodes with much more cost-efficient workflows. But not all sitcoms use the multi-camera approach. Consider *The Office*, *Parks and Recreation* and *Modern Family*: these comedies depend on talent breaking the fourth wall and looking directly at the camera lens (at us, the audience). They even have on-screen testimonials where they're interviewed about their thoughts, which are intercut within climactic moments. These are single-camera mockumentaries. The pacing, tone and style of these comedies—as well as the duration of scenes and non-verbal on-screen humor—are completely different between both production styles (even though both classify as half-hour scripted comedies).

During the pitch process, one must be able to articulate the visual style and approach. Explaining a comedy series like *The Office* or *Parks and Recreation* as "in the style of single-camera cinema *verité*" crystalizes the visual flow. An executive can sense the real-life interactions and humorous expressions from silent observers—which helps frame a script's reader before opening the first page.

The single-camera production approach helps give dramas their cinematic style—and it's what enabled early "action" shows like *Gun Smoke* and *Magnum P.I.* to include fight scenes or other sequences that would have been impossible to capture via multi-camera. However, it's worth noting that not all dramas utilize the single-camera workflow. Telenovelas and soap operas often use the multi-camera approach to capture season orders of 65 or more daily hour-long episodes—both in and outside of the studio.

Financials and Production Durations

Studio-based sitcoms, soap operas and telenovelas can churn out entire episodes (sometimes several) in a single day, due to their use of limited locations, flat stage lighting and multi-camera production techniques. Dramatic scripted content, on the other hand, requires far more time to shoot. Crew requirements, equipment needs and changing locations all increase a drama's total duration of production (as well as its overall cost).

While a modestly budgeted feature film takes 50 to 75 production days to deliver and lower-budgeted films average at a faster-paced 14 to 24 production days, a standard network television drama generally averages somewhere within eight to 12 production days to capture each one-hour episode (meaning each shooting day yields about five or six usable minutes of footage).

While it's easy to toss out some random generalizations regarding production durations and corresponding budget estimates, one must also remember two key production variables specific to serialized content:

- *Episodic running times vary*: A commercial hour—meaning a 44(ish) minute running program—tends to require eight(ish) production days; whereas elevated cable content that has a full 60 minutes of running time tends to land closer to the 12(ish) production day figure. The type of programmable "hour" (which is dictated by the broadcast or platform entity commissioning the program) can add or remove almost an entire week of per episode production costs.

- *Multiple episodes are required*: While a feature film is a fixed unit, forever completed when production wraps, scripted television programs require multiple episodes and seasons. Therefore, 90 to 120 consecutive production days—allowing for weekends and holidays—might be required to shoot a single 10x60′ season (which is considered a "short" or small order). Although this figure can vary a bit based upon scale, this volume of days tends to be the average (which is nearly double the duration of a mid-sized feature film shoot). Interestingly, as noted earlier, half-hour comedies tend to take a similar number of per episode production days as hour-long dramas.

But not all TV shows have the same level of budget from which to pull. Months of production dates and ongoing episode counts can add up quickly when compounded, so things need to be very well mapped out in advance. What follows are the three basic tiers of scripted television budgets.

One important note to remember is that when it comes to TV budgets, executives describe a project's cost on a "per episode" basis (so that the entire cost of the production can be evenly divided—and ballparked—on a per episode yield). It is completely understood that some episodes will inevitably cost more than others—especially a pilot episode which requires the construction of expensive sets; but the objective is to broker a deal that yields a full season, which is why the numbers are averaged out.

Standard Television

A "standard" or average TV program ranges in the $750,000 to $2.5 million per episode realm. This is about the bare minimum level of cash required to attach enough on and off-camera talent to meet audience expectations for a viable TV episode in Westernized countries. This standard television range is the most widely produced level of scripted television content and makes up the bulk of programs produced and broadcast throughout North America, Europe and Australia/New Zealand. Other regions of the world can produce similar content at drastically lower levels—especially in Southeast Asia, Latin America and the Middle East—but these programs generally don't meet the production values necessary to broadcast within Westernized regions of the world, where audiences are spoiled by high-end production values. For those starting out in the business, the standard budget level of TV is a great place to focus one's efforts, since it's the pricing range that yields the most opportunity given the volume of titles required globally.

Elevated Television

A step-up are the TV shows landing in the $2.5 million to $5 million per episode zone. Programs in this tier tend to be larger European event dramas, mainstream US television programs or closed-ended limited-run series. These are the programs that would appear as near-primetime level programs. Examples include *Orange is the New Black*, *Homeland*, *The Walking Dead* and *Glee*. It is worth noting that several high-ranking (and highly budgeted) series got their start in this elevated zone; only after stable popular audience engagement were their budgets increased in later seasons. While many programs in the "standard" realm are talking-head dramas—little action, repetitive locations, limited cast numbers—the elevated tier affords writers and producers greater access to heightened production values. *Homeland* allowed multiple days of on-location shoots; *Glee* was able to secure expensive music licenses and onscreen musical numbers, which add to the overall production schedule; and *The Walking Dead* required intense make-up effects, onscreen graphics and action sequences.

Premium Television

The major television titles (those that generally get all the attention) are in the $5 million and above zone. To give some context here, the average cost of each episode of *Game of Thrones* was around $6 million per hour; but as the series continued, its per episode budget ballooned, reaching $15 million per episode in its final season. But that's the tip of the iceberg. The Martin Scorsese-directed pilot episode of *Boardwalk Empire* cost $20 million; although admittedly, to make this first episode, a $5 million, 300-foot-long replica of the Atlantic City boardwalk had to be built, which was used as a set throughout the duration of the program's production (information seems to vary on how this figure was allocated to each episode's bottom line). These are major financial commitments from studios and networks—ones generally adapted from known sources of IP or that hold the potential to feel recognizable with audiences (the *Game of Thrones* novels have had a cult audience since the late 1990s; and one of *Boardwalk Empire*'s leading characters—Al Capone—commands attention, especially with Scorsese taking the lead on the first episode). Programs at this level are designed to garner attention, drive consumers and convert them into paying and loyal subscribers. One weak season can result in a loss of consumer engagement and thus a massive drop in company revenue via subscribership fall-off or a decrease in advertising revenue.

As mentioned with *Boardwalk Empire*, it is not uncommon for a first pilot episode to cost dramatically more than future episodes. *Lost* equally encountered a similar scenario, in that major sets had to be constructed and talent/crews moved to Hawaii, all to capture the pilot episode. But once the initial work had been completed and a series order secured, the per episode cost was dramatically reduced as those initial expenses could be spread out over several episodes.

Television Pitching Materials

Earlier in this chapter, we mentioned that two documents are needed to initially present a scripted TV concept to the market, with occasionally a third added to the mix:

- a pilot script (required);
- a season or series outline (required); and
- a scripted television pitch bible (occasional).

Collectively, these documents allow a development executive to grasp the potential of the overall project, which enables them to sense the strength of the character conflicts and the volume of potential episodic output while also mapping out possible distribution strategies within the marketplace. Therefore, these documents are critical for a writer or producer to meaningfully convey a television concept and secure a potential pitch meeting.

Scripted Television Pitch Bible

Although a television pitch bible is only occasionally presented during the initial stages of the pitch process, I'm choosing to start with this document because it is by far the most in-depth of the three (and therefore provides great insight into the level of detailed understanding required by a creative in order to meaningfully relay a show's market potential).

A television pitch bible is essentially a business plan for a TV series. The objective is to answer why this program should exist by outlining a complete overview of the series' world. But unlike traditional business plans—filled with graphs or charts verifying market trends—a television pitch bible is focused entirely on the creative elements. Ranging in length from 20 to 50 pages (occasionally much longer, but not advisable during earlier stages), this detailed document offers comprehensive character overviews; a general introduction to the story; the themes to be explored; insight as to what the full season looks like; and ideas on future seasons. Think of it like an extremely detailed treatment for your TV series.

These are generally presented as very stylish and well-outlined presentations—almost like brochures or magazines—and feel like extremely elevated and detailed pitch decks. Although they contain a great deal of information, they are better left to be visually striking, with efficient information relayed in as few words as possible (100 well-crafted words can far better relay the depth of a character than 1,000 descriptive phrases detailing things that don't convey the true nature of a character's moral compass.

Here are some of the high-level elements placed within the bible (and its high-level structure):

- *Logline*: The first page, or the first paragraph before the detailed overview, is usually a rehash of the logline. These 50 to 100 words prime the reader for everything else they'll be analyzing.
- *Premise or overview*: A high-level two to three pages explaining what the show is about. What characters are we following? What is their situation at the beginning of the series and what brings them together? This section puts forward the detailed argument that the series has a solid framework which brings unique characters together within a very interesting world—one that allows for a long-running multitude of potential conflicts and smaller stories (that will evolve into "episodes"). Consider a series like *Lost* and how from the very first episode we are placed in an incredible scenario—one that has an obvious motivation for a variety of unique characters forced into exposing exactly who they are from the onset. This section paints a clear picture that frames the world, the look and feel, along with hints of all the conflicts and themes we'll soon be experiencing.
- *Location and setting*: The setting of a series is equally as important as its premise. Consider the world of Gilead in *The Handmaid's Tale* or how the city of Los Angeles plays a prominent role in Amazon's *Goliath* and Showtime's *Ray Donovan*. Equally, consider the tough streets of England's Birmingham in *Peaky Blinders* or the barren austere cold of *Fortitude*. And to loop back to *Lost*, an island of infinite possibilities needs some explanation. Never assume an audience knows your intention with a location; explain how you want to present your setting so that we can see it from the eyes of your characters. Although a film reference, consider the polarizing views of the Vietnam war in Oliver Stone's *Platoon* (set in the jungle) versus Stanley Kubrick's *Full Metal Jacket* (set in an urban warfare environment); both existed in the same country during the same conflict, yet each explored unique worlds within. The "world" of your project needs clear explanation; the setting is in and of itself a main character.
- *Character breakdowns*: We're going to be investing a lot in your characters, so they need depth for us to relate to them. In this section, we're looking at the main recurring characters. Heavy word real estate regarding your prominent roles—your top three to five characters—is okay (e.g., 300 to 500 words outlining their strengths, weaknesses and

unexpected behaviors); but all smaller roles can be summarized through high-lights of their personalities and their relationship to the main characters (e.g., 75 to 125 words).

- *Style and tone*: Are there other similar television shows, movies or pop culture references that you could reference to better familiarize the reader of the style, tone and scope of your series? This section is where you want to make sure you're bringing up other examples that position your reader where they need to be when evaluating the concept. This allows readers to know if we'll be watching series on King Henry VIII with the bright lighting of HBO's *The Tudors*; or if we'll be seeing it from the dark and dreary view of PBS' *Wolf Hall*. How would you describe a series like *Fleabag* to an executive in order to convey its complexity? This is the section that allows you to define the world of your series so that the reader can fully understand your intentions.
- *Themes and concepts*: Subtext is always what pushes a television series to the forefront of watercooler conversation. What ideas will your series be investigating? Will it touch upon social issues? Are people in the universe of this series inherently good or evil (or a blend of both)? Does it present a positive or pessimistic worldview? This is not a block to getting philosophical or political; it's simply a zone where the thematic questions can be positioned which allow a reader to understand whether your series idea has legs. Keep concepts broad and not overly defined. You can simply map out four or five macro ideas that you hope your series will touch upon. For example, *Orange is the New Black* was essentially a prison show, but the social concepts it explored revealed a great deal about femininity, confinement, hierarchies, a broken prison system and other sociological ideas. What will your series touch upon?
- *Detailed pilot outline*: Even if you're submitting a pilot script, a detailed breakdown of the pilot episode will need to be included. This summary—which can span two or even three pages in the pitch bible—provides a development executive with a great sense of what they'll be experiencing in that very first pilot episode. Therefore, when they open page one of the actual pilot script, they'll be able to verify if the writing and tone promised are fulfilled within the actual script. They'll also be able to see how well the character and story exposition are woven into the overall story so that an audience is introduced to the required information in a way that's not disruptive to the story's natural flow (e.g., overly descriptive dialogue, forced flashbacks).
- *Sellable attributes*: What makes your series different? Does your series have the opportunity to utilize music, merchandise, guest cameos,

product placement or other third-party materials that could help build, cultivate and generate revenue for the project? Is the project based upon existing IP like a book or a reboot of a previously produced series? If so, these aspects can be peppered into your bible to showcase the high-level opportunities at play here. There's no reason to go overboard—the writer's job is not to pretend they're a marketing expert, but more just to relay to a development executive that such opportunities are available.

- *Project origin*: Is this an adaptation of an existing television series (from the past or perhaps overseas)? Was this adapted from a movie, a news article or perhaps some other unique form of IP (e.g., a videogame)? Or is this an original project? All of this information enables the executive reviewing the material to get a sense of what type of audience might exist for the project. Equally—and regardless of where the project originated—this section is the ideal place to explain why the project should be considered and what value it potentially holds for a modern-day audience. Specifically, this section should explain why the project needs to exist in today's market and verify there's an audience ready and willing to embrace it if greenlit.
- *About the creators*: Who's actually bringing this project to the table? In a business plan, you'd include bios (with pictures) of the executive team; and the same holds true here. You'll want to introduce who's attached to the project in an "About the Writer" or "About the Creative Team" section. Biographical blurbs and photos are a great addition: they allow the executive to "meet" the team and understand their backgrounds. If a director is attached, this is a great spot for their info. This should be limited to no more than three to five people, so that it's not too overwhelming. If this is a completely original project (with no other attachments), a brief overview of the writer alone is equally valid. This section will be updated as the project evolves and more creative executives, writers or showrunner(s) are attached.
- *Future seasons*: A scripted series is a massive financial investment for a network or platform. If they're going to incur the cost of producing—and marketing—the program, a very rational expectation is that they'll have future seasons to build on and maintain the momentum. One great aspect of scripted narrative television is that it can almost work like a great book series, where each season can have the same characters, yet allow for the introduction new ones and even unique storylines or hooks. The Showtime series *Ray Donovan* has the same character infrastructure across multiple seasons, but each season also exists as a standalone storyline. In a detailed pitch presentation for a series, it's expected that a full episodic breakdown will be detailed for the first season. However, executives need to get a sense of where this investment

> is headed—meaning where the series is likely to go under the showrunner or current writer's leadership. So, adding a half page to a full page of text loosely laying the groundwork of how a season two and a season three might play out is expected.

I mentioned above that the bible should look visually striking. But how can this be visually striking when the project has not yet been shot and talent—including cast—has not been secured? This is where you can get quite creative and resourceful to convey the overall style and feel of a project.

Although this would never be permitted in any commercial form, it is quite common for pitch bibles to include images, stills and photographs from a variety of sources—including frame grabs from existing movies or images of known talent—to offer an example of what the project could look like.

For instance, I have seen pitch bibles with known A-list celebrities populating the character breakdowns to offer samples of how a certain character should look and/or feel in the role. It is widely known and understood that these A-list celebrities will likely not actually fill the role if the series is greenlit; but they provide a clear understanding of what you're aiming for creatively. Equally, it is common practice to utilize frame grabs from existing movies or programs that offer executives the chance to sense what a location or scene might look like. As long as the individuals presenting these materials are not misrepresenting anything—and are only using existing materials to help offer a visual style and tone (meaning it's not being monetized via platforms like YouTube)—this practice is generally accepted. That said, for your own protection, you can always add a simple disclaimer on your pitch materials stating the actors populating your documents are not attached and are for reference purposes only.

For more information about drafting a full scripted TV series presentation bible, see Appendix VI.

Season or Series Outline

A season or series outline dives straight into the nuts and bolts of the series' prominent plot lines and story arcs. It reintroduces the reader to the characters, provides a high-level seasonal overview and includes an episode-by-episode breakdown—usually 200 to 300 words minimum—explaining what will happen within each and every episode. These are text-heavy documents and lack the splashy imagery of a pitch deck or series pitch bible.

Again, the high level is what's crucial here; but for the executive on the other side of the desk reading this material, they need to see there's enough depth and scope to your project to feel it's worth the elevated conversation.

This document should read essentially like a feature film treatment, but one that presents:

- a summary of the entire series;
- a minimum one-page summary of each episode;
- a high-level overview of each major character; and
- a few paragraphs on where future seasons might lead (and what ideas they might explore).

The main draw here is that each episode feels like a fully closed-ended chapter that offers enough audience appeal to drive attention to the next episode (and therefore through the entire season).

Pilot Script

A pilot script is also required. Flashy pitch decks and a wordy television pitch bible or story overviews can certainly make a series sound impressive; but only the script will assure executives that the structure, depth and flow of the story meet the expectations promised in the other materials.

The pilot is the make or break of a series and will either secure an audience or turn one away, so the flow and structure of the pilot are paramount in the pitch process.

Consider the pilot episode of *Ozark*, which does a phenomenal job of introducing the characters' backstories, presents us with their current dilemma and thrusts them into their new life (this is definitely worth a watch if you haven't seen it—it summarizes the entire series while relaying its potential for consistent and interesting future episodes).

Many spec pilot episodes spend way too many pages "laying pipe"—going on endlessly with character reveals and exposition. This is weak writing and a major turn-off for viewers (and therefore executives). An executive needs to see that the pilot script will encourage future viewership through smart writing, subtle backstories and a sharp intro to the main characters, as well as their conflicts.

A pilot script—and all subsequent episodic scripts—look, feel and read very similar to feature-length movie scripts. The general rule of thumb that one script page equates to one minute of screen time still applies. Therefore, most pilot scripts for TV dramas range between 52 and 60 pages in length (and comedies between 22 and 29). Some scripts use "act breaks" where commercials might be inserted; these certainly aren't necessary, but are fine to include.

How to write a pilot script merits a book of its own; but there are more than enough resources available that give valuable insight on solid pilot scripts (and pilot script writing). Great examples of pilot episodes include *Ozark*, *Schitt's Creek*, *Lost* and *The Handmaid's Tale*. But in truth, any long-running series is worth review (their pilot episodes were clearly strong enough to capture a loyal audience!).

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CHAPTER FIVE
Pitching Reality TV Shows

Reality TV—sometimes referred to as "alternative TV"—covers a wide spectrum of television and new media content. Examples include "shiny-floor" gameshows (*Wheel of Fortune*, *Deal or No Deal*); competitive elimination challenges (*Survivor*, *The Amazing Race*); talent and variety shows (*The Voice*, *The Masked Singer*, *Dancing with the Stars*); factual exploration (*Myth Busters*, *Finding Bigfoot*, *Ghost Adventures*); and a wide array of general lifestyle entertainment (*Say Yes to the Dress*, *House Hunters*, *RuPaul's Drag Race*, *The Real Housewives* franchise, *Hell's Kitchen*).

Although easy to dismiss as lowbrow when compared to the allure of feature films or premium scripted television, reality TV holds its own in terms of audience ratings and profit margins—all while offering cost-efficient productions with a reliably high volume of episodic output.

(Please note this chapter focuses on entertainment-driven forms of reality TV; for information related to pitching traditional documentary content—including feature-length documentaries, documentary one-off TV specials, investigative journalism and current affairs programming—check out Chapter 6).

What Drives Reality TV?

To effectively pitch reality TV, you first need to learn what drives it from an audience perspective. Specifically, you need to understand what it is about reality TV that hooks viewers and why they engage so reliably with some shows over others. While on the surface, reality TV might seem like a cheap mishmash of gimmicks and exploitation, don't discredit the genre. Once the onion layers are peeled back, you'll see there's a great deal of sophistication at work.

One major criticism of the genre is that reality TV isn't real at all; it's staged. And for the most part, that's true. But let's be realistic: *all* film, television and new media productions involve some form of scripting, direction and casting (even high-end documentaries; but more on them in Chapter 6). Reality TV is no exception. Without advanced planning, crews wouldn't know where to point cameras or aim lights; talent wouldn't know where or when to show up; and post-production teams would miss critical broadcast deadlines. But to say reality

TV holds no factual value overlooks the unique feature of the genre over high-brow narrative films and series: its ability to capture genuine human reactions.

One cannot script—or convincingly imitate—the ecstatic joy of a gameshow contestant jumping up and down with their fists raised aloft after winning the big prize; or the broken expression of someone left speechless after losing it all in the final round. The tears, the shrieks of excitement and the unscriptable remarks from a diverse range of eccentric participants give reality TV its edge. While the settings these scenarios exist within may be clearly staged, raw human emotion is on full display in a manner that is lacking in all other forms of mass media.

But simply placing several contestants on a soundstage or isolating them on a remote island and forcing them to perform outlandish tasks in the hope of winning a cash prize is not in itself enough to elicit such emotions. A driving motivation is required: a story mechanism that encourages contestants to grit their teeth and dive in headfirst. And that's why great reality TV programs are constructed within a framework that offers participants the chance to better their lives and make a deep-rooted fantasy a reality.

In *The Biggest Loser*, it is the chance to finally get serious about weight loss. *American Idol* and *The Voice* offer an overlooked singer the chance to be heard by industry greats with the power to turn them into superstars. And *Shark Tank*—or *Dragons' Den*, as it's commonly known internationally—gives hopeful inventors and entrepreneurs the opportunity to transform their garage-based concepts into legit consumer-facing products.

Winning a life-changing sum of money, landing a design or singing career, or obtaining some other long-sought-after but out-of-reach metric of success (e.g., home ownership, a personal makeover, a career promotion)—these are fantasy scenarios for a very large percentage of the human population. Rarely in life are we offered such opportunities—and hardly ever within a framework that would allow for reasonably high odds of success. Audiences collectively share and understand the human drive to become something bigger; to want more out of life (for ourselves and for our families); to be noticed for a valuable talent that simply has yet to be discovered by those with the power to change lives. What could be more "real" than that?

However, an element of casting is still required for all this work. Some individuals fit the scope of a program better than others and are more likely to guarantee the producer can create the emotional arc required to engage audiences. The final casting choices are absolutely everyday "real" people, but they're usually the outliers in their specific demographic—the extreme examples.

For instance, the contestants in *The Biggest Loser* aren't just obese; they are off-the-charts outliers of obesity. But this casting approach allows for a better visual transformation: weekly double-digit weight loss is incredible to witness and compounds the emotional impact of each contestant's journey—driving sustained engagement from audiences (and inspiring masses to tackle their own weight loss along the way). As another example, consider the not-so-random selection of "hard luck" underdogs on programs like *Hell's Kitchen*, *Project Runway* and *Survivor*: these are participants who were dealt a bad hand early on in life and just need that one opportunity to succeed; their story is essential for driving audience engagement (who doesn't love an underdog?).

Witnessing someone's raw human emotion as they overcome obstacles to seize a life-changing goal is what hooks and engages audiences. Everyday people becoming heroes coupled with life-changing opportunities—this is the critical blueprint that makes reality TV a ratings winner and therefore an advertising goldmine.

Creativity versus Commerce

However, there is one problem with the above: a great idea alone—even one that seemingly ticks all the aforementioned boxes—isn't enough for a project to get a greenlight or series order from a network or digital platform. That's because, in addition to having the right concept, you need it to fit perfectly within the rigidly formulaic world of commercial television or ad-driven or subscription-based video on demand (VOD).

This is why I personally find reality TV to be the hardest genre to pitch effectively. Whenever I make this comment, many are quick to roll their eyes and criticize the genre—focusing primarily on how formulaic it is and therefore how simple it must be to copy/paste an idea and get it on television. But oddly, it's precisely *because* of these formulaic requirements that the genre is so complex to nail down.

Development executives—the individuals employed at networks and digital platforms who will champion a reality TV concept and secure it a greenlight—not only need great ideas to keep the network running; they also need those ideas to be capable both of engaging wider audiences and of being produced within very narrow budget margins—all while simultaneously fitting within very strict parameters (the proverbial square peg in a round hole). While from the outside, it might seem like a breeze just to listen to pitches all day long. But these individuals are walking a tightrope between creative concepts, cost efficiency and network demands.

This all boils down to metrics—specifically, a program's ratings (i.e., the statistical estimate of how many eyeballs are watching a given program). Since ratings give a pretty clear snapshot of how many people are watching a specific program—as well as their race, age and gender—the value of that program to a network or digital platform can be calculated quite accurately. But it's not the number of eyeballs that's really relevant here; it's the monetary amount of advertising dollars those eyeballs can generate.

Networks financially depend on revenues from advertisers and carriage fees. (For a clear breakdown of what a "carriage fee" is and why it's vital for traditional media, please take a moment to refer to the glossary.)

While carriage operators—like Comcast, Roku and Spectrum—only want to carry networks bringing in mass audiences, advertisers only want to spend cash on select programs which will attract a large audience share—eyeballs belonging to a targeted demographic that correlates to their specific product. Without an actively engaged audience that will reliably show up episode after episode (season after season), both forms of revenue collapse. Therefore, it's critical for networks and platforms to maintain—and steadily increase—the value of their content offerings through how well they perform (or are rated) with audiences.

While it's very easy to feel the corporate squeeze in favor of profit over originality—this is a business after all—we also need to remember a crucial point: audiences aren't stupid.

There is no shortage of TV channels or digital VOD platforms out there from which audiences can choose—and more are popping up every day. Additionally, there are only so many hours in the day, meaning there is a limit to how much content can be viewed by any given individual. With supply far outstripping demand, audiences vote with their content selections. Views and ratings metrics dictate which shows—and therefore which networks or platforms—succeed and which fail.

Often, the exact needs or goals of a network won't be public knowledge and its content strategies will not be widely known by anyone outside the boardroom. And in the game of pitching reality content, there's only one real certainty: the specific business objectives of a broadcast network or digital platform change constantly (which means you're effectively pitching in the dark). Therefore, to pitch your reality concept in the most meaningful way—for creative directors and development execs to take your idea seriously—you not only need to wow them with a great creative concept; you also need your idea to be flexible enough to fit within a constantly changing network mandate.

This is a very challenging problem. How does one find, develop and produce a show that captures what an audience wants while managing to fit that concept into a package that meshes with advertising needs, carriage requirements and business strategies—especially when most of the answers to those needs are locked behind boardroom doors?

The answer? Include *both* of these factors in your pitch.

The Two-Phased Pitch Strategy

Pitching reality TV content follows a two-phased process. Whatever the size of the company or the level of project, the two phases are always the same.

The first phase is all about the creative idea—which is the part often written about in books and articles, teaching you how to perfect your logline and so on. The second—often overlooked—phase is all about the nuts and bolts of the business supporting that creative idea (i.e., confirming that the concept is flexible enough to fit within constantly changing network or platform demands).

For context, here's a summary of a recent call I had with a client from a major US cable network. We began with the usual song-and-dance formalities; and after a few minutes of chitchat, we got down to the content discussion. I started off with the broad brushstrokes of the concept I was pitching, explained the hook and then offered the episodic and seasonal "reveal." I gave examples of talent (not attached talent; but I dropped some realistic names) and potential scenarios that would occur in each episode (some crafted by writers; others which I made up because I knew they were what this client liked). I then hit her with the title, which should always be a clever, tongue-in-cheek phrase that clicks like the punchline of a joke. Now it was my client's turn. She gave the usual "Wow, that's great" style feedback—sometimes they mean it, other times they're just being polite—but soon after, she quickly shifted gears and dove deep into the practicalities.

We had officially entered the second phase—the "business phase"—of the call. Her questions included, although were certainly not limited to, the following:

- "Who is leading the creative?" (In other words, who's in charge of delivering the show?)
- "Who is managing the production?" (In other words, is someone leading they can trust?)
- "What's the per episode budget?"
- "What other partners do you have on board?"

- "How many production days do you envision?"
- "How many weeks of post [post-production] are required?"
- "What countries or territories are available?" (A reference to international rights.)
- "Can we see something?" (In other words, they'll need to see a sizzle or sample episode.)

Now, I knew the answers to all these questions—I wouldn't have scheduled the call without knowing them; but what's important to note here is that I already knew the questions were coming. Years spent pitching content—and the positive and negative experiences collected in the process—have trained me to understand that after a great creative presentation, questions seeking to poke holes in the practicality of the idea will inevitably follow.

Pitching reality TV isn't just about having a great idea—it's assumed the idea is great. What's most critical is the ability to answer the tough logistical questions development execs will inevitably have for you, because they'll need to answer these same questions—from their superiors—when discussing your pitch internally, to see how well it fits with the network or platform's mandate requirements.

To effectively pitch reality TV content, you need both to churn out solid ideas and be able to explain how the program will work at a production, delivery and performance level.

Let's explore both phases in detail.

Phase 1: The Creative Phase

During this phase, you set the stage for the pitch. Different people have completely different ways of pitching. Take a deep breath, be confident in your ideas and present your concept in the way that feels right for you. I absolutely encourage you to approach the pitch in your own style, so that you enter the room confident and speaking in your own voice (which is vital to own a room). However, this doesn't mean you can simply start talking without any basic framework to build on.

You must first outline the premise, then dive into exploring the story concept—which allows you to showcase how that concept could fill a full season. Next, discuss the episodic workflow; and then end with your episodic "reveal" (the hook that keeps audiences coming back). I like to close with the title, especially if it has a nice punchline feel.

Let's explore each of these in more detail. To add some context—so you can see how different pitches fit this model—we'll use polar opposite programs: the simple yet highly effective gameshow *Cash Cab*; and the big-budget, highly polished elimination competition *Project Runway* (both of which made their US debut in Autumn 2005 and spawned years of successful seasons).

Premise

Your premise describes your overall concept—in other words, it's what your show's about (at its core). Here you are verbally constructing the world in which your idea lives. At the beginning of this chapter, we outlined several reality TV sub-genres (e.g., "talent and variety"; "shiny-floor gameshows"); you should use this wording to help focus a room of execs on the style or feel of your program. Once that's established, you then dive into what makes your idea different than the competition and why the program will be worth watching. What makes it unique? What's the angle your premise is taking? You're painting a picture: identifying a real-life objective many people long for and describing how such an opportunity can be presented in a fresh and original way. Consider the premise concepts of our *Cash Cab* and *Project Runway* examples. On the surface, *Cash Cab* is the same old tried-and-tested gameshow format; but what makes it unique—aside from the studio being on wheels (which adds visual flair, as you'll read about below)—is that the contestants hop in a cab and don't know they've just become a gameshow contestant. It's a fantasy come true, with priceless genuine facial reactions from contestants when the interior lights go crazy. *Project Runway* also fits into a tried-and-tested format, this time as a high-concept competition reality series. The unique feature of *Project Runway* is simply that a high-profile elimination series had never previously focused on the cutthroat world of fashion. The fashion world—already ripe with eccentric characters, celebrity models and designers, coupled with the obvious brand-plugging opportunities—makes the concept one of immediate intrigue. Everything else from the "elimination competition" sub-genre can be adapted into the premise (e.g., complex design challenges, celebrity judges, runway reveals of the designers' work). The aspiring designers can easily be sourced from all walks of life: the professionally trained, the scrappy upstarts, gay and straight (all in one cast). Both programs are your classic "same thing, only different" scenarios; and although both ideas fall squarely into the heavily formulaic structures of network television, they still feel fresh, fun, original and different (even today).

Hook

But there's a catch to this premise—otherwise it wouldn't be interesting for audiences to watch. The hook is the story mechanism that pushes participants' buttons; it's the element that adds tension, challenges the participants to get serious about their objective and heightens those onscreen dramas that give reality TV its edge. Although the hook can be used to distinguish a reality series from its competition—especially in an oversaturated market—it can equally be applied to make an "out of the box" idea feel more grounded or easier to follow for a wider audience. Going back to our examples, the hook in *Cash Cab* is the classic gameshow gimmick of an onscreen countdown clock. But what makes *Cash Cab* stand out and feel fresh is that instead of an onscreen timer, the contestants have the duration of their taxi ride to answer the questions (which is even more fun, because the duration of the rides varies and events like traffic jams can suddenly be a valuable turn of luck). The hook in *Project Runway* is its weekly design challenge, which usually involves very outlandish ideas with limitations on materials—all while pressing the buttons of each participant creates tensions, stressors and showdowns. Although the world of fashion might not appeal to a wide audience, *Project Runway*'s use of this tried-and-tested hook—most often seen in mainstream cooking programs, where a tough recipe is coupled with a limitation on ingredients (e.g., *Iron Chef*)—allows audiences with little knowledge of the fashion world to easily understand *Project Runway*'s objective.

Reveal

The reveal is the moment audiences have been waiting for—the payoff for their time investment in watching the program. Who will win? Who will go home crushed? In procedural reality programs (meaning each episode is self-contained—like a gameshow), there is usually only one reveal at the end of each episode. On larger-scale serialized reality TV shows, there can be several reveals throughout the season (e.g., an episodic reveal, along with a seasonal reveal—like a main event episode to which the entire season is building toward). *Cash Cab* is a procedural series—it requires zero information from past episodes to start watching—so the reveal is simply the audience knowing whether a contestant has answered enough questions to get paid a cash prize or whether they will go home emptyhanded. In *Project Runway*, the reveal comes when a panel of professional judges critique each participant's finished fashion design—visually presented on the body of a model. Someone will be sent home, but who? Since *Project Runway* is a serialized program—meaning information from past episodes is required to understand future episodes—each individual episode contains an episodic reveal while also driving us toward a seasonal reveal. The season finale—or last episode—is the reveal we've been waiting for: a final showdown between two participants in a winner-takes-all fashion event which includes multiple designs and celebrity judges. Both *Cash Cab* and *Project Runway* have the same reveal—who will be the winner?—but how we reach that moment is defined by how and where the reveal is placed.

Episodic and Seasonal Structure

This is where you break down the flow of events into a logical structure, giving creative directors and development execs the opportunity to understand how an audience will experience the program from an emotional and entertainment standpoint. Will the program be a half-hour or a full hour? How do we open each episode? How is the drama spread throughout? In addition to these questions, the episodic and seasonal structure assures execs your reality TV concept will both feel worthy of audience time investment and logically fit within a strict system of ad breaks—all while maintaining sustained engagement from viewers. In *Cash Cab*, the approach is pretty straightforward: an unsuspecting person hails a cab in Manhattan; after getting inside, they rattle off the address; and when the cab driver—our host—cranks the meter, the interior lights transform the cab into a gameshow on wheels. From there, the rules are stated, the types of questions are explained and the game begins. The structure of *Cash Cab* is simply the flow of events for each participant, which concludes before the next commercial break. In *Project Runway*, the structure is a bit more involved: the contestants are living together and therefore have little dramas between each other (that ebb and flow as the season progresses). After a brief recap of the previous episode, the next episode opens with the contestants receiving a cryptic message providing insight on the type of "assignment" they'll be working on this week. Once the assignment is revealed, they break off and get to work. The confidence of some participants and the shortcomings of others are exposed during the work scenes. The hosts make early rounds to check progress, offering advice to some while disciplining others. Finally, all the work is put on display and surprises ensue. *Project Runway* offers much more story for audiences: its episodic structure—which builds episode by episode toward the finale—has numerous repeatable twists and turns that give it a framework.

Title

You need a title that evokes the feel of the program and captures the overall concept within a few short words. When I mentioned above that the title should feel like the punchline of a joke, I meant that it should tie the whole concept together and succinctly connect the dots. *Cash Cab* and *Project Runway* are great titles which nail the core concept they offer audiences. A title might seem trivial, but it's worth taking the time to create a clever one.

One final tip on the creative phase of the pitch is to keep your concept simple. Successful reality TV concepts require lots of twists and turns to keep viewers coming back week after week (or day after day). But at their heart, great reality TV programs must be simple to understand. In no way does this mean your pitch should be downplayed or simplified; but the execs to whom you pitch should be able to relay the core concept very easily to their colleagues—just as audiences should be able to quickly grasp the idea of the show so they can decide whether they're interested in investing time in it. Both *Cash Cab* and *Project Runway* have a lot of rules and details, but their core concepts are very simple and easy to relay casually. Start with a solid yet simple core concept—one that has legs—and expand from there.

Phase 2: The Business Phase

You've nailed the creative side of your pitch. The execs in the room are excited. The concept is entertaining and fun, and everyone sees how this could be a working idea for the network or platform.

Head nods and casual glances are shared around the room; but then the conversation pivots. Someone will transition the dialogue toward the practical phase of the discussion. This might start off with questions about money; about a specific logistical concern, such as how a certain "event" can be carried out; or about the project's origins (a sly way to see if there's an existing audience that can be tapped into). How the transition occurs is irrelevant; all that's vital here is that you know it's now time to make your business case.

These are the high-level ideas you need to have prepared—or at least have thought through—to handle the business side of the conversation.

Proven Concept

Ideas based on or adapted from an existing or proven concept will be better received by execs. While coming to the table with something "never before seen" might sound like the right approach, it offers zero insight on how such an idea might work for audiences. Coming to the table with an idea that has history—that doesn't just sound great, but can be verified as connecting with audiences—goes a long way to proving a business case to a development team (mainly because it allows them to prove a business case to their bosses).

Visual

A great reality TV series must be visually compelling. *Wheel of Fortune*'s wheel and *The Voice*'s spinning chairs are great gimmicks. Even the extreme theatrics of *Dance Moms* or *The Real Housewives* are enough to make a viewer pause while flipping through channels or skimming a VOD page. Not only must a reality TV show have the opportunity for a visually compelling presence, but that split-second visual appeal must capture the direct essence of the program's concept. A good way to think of this is how a marketing exec would approach the program: what imagery or graphics would they plaster on the side of a city bus or what footage would be required to make the show pop in an ad? A clever idea will always resonate better with audiences—and therefore with executives—if it has great visual presentation. How can your idea compete in the noisy world of new TV show line-ups and still manage to stand out visually?

Vetted Audience

If an idea is based on an old TV show that's being repurposed for a new generation (e.g., *Family Feud* or *This is Your Life*), remember that just because those programs had a strong audience in the past in no way guarantees they will trend in a modern-day market. Similarly, if an idea from a foreign country is adapted into a series for the domestic market, is there enough synergy between the two audiences so that the program will relate? And if the idea is an alternative one—for instance, something like a sketch comedy program created for a YouTube audience—just because the program works for YouTube doesn't mean a wider audience will be receptive of a broadcast version. A clearly identifiable and engaged demographic must be verified. Ratings histories and metrics all make for great-looking graphs and pie charts, but you need to demonstrate there's a real audience out there that's actively seeking this type of content.

Potential for Episodic Output

Great reality TV concepts can churn out season after season following the same format, requiring little to no modification. Is your project capable of enabling multiple seasons to be produced with little to no change to the program's throughline or overarching narrative? Can it be replicated week after week (sometimes day after day) with little to no changes to its structure? Programs that are very concept driven aren't tied down to a single talent to ensure audience; they can churn out new episodes (and seasons) while retaining their initial allure (even if hosts change, talent is replaced or locations shift). Consider *The Voice*: the panel of judges changes over time, but the success of the show's structure keeps it going year after year.

Scalable Budget

You might think a reality concept belongs in primetime, but the development exec on the other side of the desk might feel it would be better in an earlier slot—one that offers a more targeted demographic and lower (but still meaningful) ad revenues. Since daytime slots generate less revenue, the budget must drop to align with this shift. Can your budget do this? Could you potentially carve 30% to 40% from your budget by making a few quick production moves? If your concept doesn't allow for rapid budget cuts—and is dependent on some expensive factor such as music rights or high-end production in a pricey location—then it doesn't offer a scalable budget (which means it is too dependent on external factors). Although this certainly isn't a deal breaker if the concept is strong, a lack of scalability greatly increases the project's overall risk.

Third-Party Validation

Any pitch gains extra points if it has somehow been vetted or validated by an established party. Has a showrunner signed on as a leading creative? Has a third-party distributor agreed to fund a large portion of the budget in exchange for rights that don't cause infringement? Has a key piece of talent agreed to host or participate? Is the pitch coming from a person that directly has—or is connected to someone with—a long track record of delivering high-quality, well-performing programs? All these factors remove layers of risk for development executives and validate the project as one which is already in motion. Even if a few key entities need to be shuffled around to secure that final greenlight or series order, the fact that established and reputable parties are backing the concept will score major points in the eyes of development execs.

Talent

Celebrities are always a great add-on to any reality TV show, especially when they serve as a host or in another recurring role. They offer verifiable audience share and can open doors the rest of us cannot. And they don't need to be A-list caliber; some shows actually work better with niche faces and names. Returning to our *Project Runway* example, the "celebrities" populating the program certainly aren't household names to the masses, but they are very well known to the target audience—primarily women and fashion enthusiasts. And as this program has been franchised as a format internationally (e.g., *Project Runway Middle East*), regional designers and models known in those respective parts of the world can easily replace US-centric names. It's important to note that "celebrities" can also come from other realms—they could be YouTube influencers, pop-culture icons or athletes. And talent doesn't require an existing presence; sometimes it's the eccentric subjects themselves—who might well be unknown—that can land a series (consider the talent leading programs like *Duck Dynasty*, *Dog the Bounty Hunter*, *Finding Bigfoot* or *The Real Housewives* franchise).

Experienced Production Company

A great idea with the right budget and talent secured can certainly kick a pitch into high gear, but ultimately the execs on the other side will need to know which production company is attached. All of the other points are meaningless if the final product is low quality or lacks the onscreen production values required for a reality TV show to pop. Many development and distribution companies own in-house production companies—sometimes several. Usually, one production company will get a reputation for producing a very specific type of reality TV content (e.g., reality shows about love and weddings; lifestyle programs about eccentric show moms; or true crime shows with an emphasis on crimes of passion). However, do note that having an attached production company is not a "must-have" item at the pitch stage. Many networks might require a project to go through a company they recommend or one in which they have a vested interest. Nevertheless, be prepared to answer detailed and logistical production-related questions.

Key Takeaways

Don't be deterred if the above list feels a bit daunting. These are tough questions. I've been grilled on them during pitch meetings and it can feel quite intense to provide solid answers for each one (and I do this for a living!). But the aim of the "business phase" of the pitch is not to force you out of the room with your tail between your legs; it's to truly sense the viability of your idea.

The powers that be on the other side of the table will need to put their reputations on the line in order to secure the cash required to produce the show; so they need to make sure your concept is worthy of progressing within their respective internal systems.

But this intense scrutiny really doesn't come into play until you're pitching directly at the network or VOD platform level, which is really the final stage of the reality TV pitching process. Network, platform and studio execs evaluate projects at their most presentable level—sometimes *after* a full pilot has been produced. A great deal of development work is required before such a meeting can realistically take place. And it's during those initial development stages that most of these questions will be answered.

Development Companies: The Gatekeepers of Reality TV

Reality TV is highly competitive. There are very limited slots available on channels and VOD platforms; the risks are very high—which causes execs to closely scrutinize each project (sometimes taking years to get it over the line); and meetings at the executive level with major networks and platforms are very tough to land. These are very busy people who only want to spend their limited time on projects that have a chance of success—which means they tend to stick with clients they've previously worked with while pushing "new" clients onto their in-house underlings (e.g., assistants, junior execs).

But don't take these workplace realities to mean you can't get an idea in front of top-tier decision makers; you just need to re-route your approach. And this starts long before you reach the network, studio or platform level.

Notice that the business phase relies heavily on "vetted" projects—meaning projects that come through known sources or that have been developed with veteran producers attached. There are literally dozens if not hundreds of quality development companies throughout the world primed and positioned to serve in this role. They are generally led by established producers—meaning they already have the track record, credits and pre-established relationships with the very people who can greenlight a concept (chances are they've already closed a few deals with most of them).

These entities are in the business of finding new concepts and polishing them specifically for presentation at the studio or network level. They will invest the monies required to attach talent, create the fancy print materials and even occasionally produce a full pilot episode. And the best part is, they are hungry for fresh ideas and—unlike high-level executives—they aren't nearly as precious about where those ideas originate. They generally employ a very small team of individuals to help with the demands of this workload—administrative, legal, marketing and account executives.

The whole process—from the concept stage to the final network pitch meetings—can easily take 12 to 18 months. But don't think you need to rush it. Reality TV development is not about trend chasing; it's about audience cultivation. The process involves constantly checking the viability of the project, attaching the required elements and fleshing out the financial expectations so that network, VOD platform and studio execs can see the best possible version for purposes of evaluation. (And even after all that grunt work, the execs on the other side of the table might still say no.) Although press releases like to toss around words like "buzzy," "trending" and "timely" when describing a major new reality show, this is usually nothing more than marketing spin. Reality TV isn't nearly as trend chasing as it seems. Truth is, solid ideas will always feel relevant—and a few minor tweaks can take an evergreen concept and make it seem exceedingly relevant and timely.

Programming and Production Approaches

As described above, when executives evaluate a pitch, they're crunching data on what their specific platform requires (e.g., which slots they're hunting for; how a project will blend with others; what their corporate goals are). Earlier, when describing "scalable budgets," we suggested that while you might think your idea is perfect for a weekly primetime slot, the exec might feel it's better suited as an afternoon daily. But what does that mean in a logistical sense and what aspects might shift a concept from one timeslot to another?

Let's evaluate the two most common ways reality TV shows are programmed, along with the three most common approaches to producing them. From this, you'll quickly see how scalability of budget and production requirements sync to make such programs a reality—which will help you understand how to better speak about and present your ideas.

Programming: Weekly versus Daily

There are two main ways reality TV shows are programmed or released to audiences: as a "weekly" or as a "daily."

A weekly program is a series in which one new episode is broadcast or made available each week across a full television season. A daily program is a series in which episodes are broadcast five days per week (generally Monday through Friday) across an entire multi-week season.

Take a moment to consider what this means in terms of episode counts. A standard season for television runs about 13 to 15 weeks. Therefore, a weekly reality series would need an order of 13 to 15 completed episodes to fulfill a deliverable season. A daily series, on the other hand, would need *five times* that amount to fill a Monday through Friday slot across a full 13 to 15-week season—meaning approximately 65 to 75 episodes (sometimes more), all expected to be shot, edited and delivered within the same production period as a weekly series.

When comparing an order of 13 episodes for a weekly program versus 65 episodes for a daily, one can quickly see how standard production considerations such as per episode budget, total number of locations and even post-production workflows vary greatly between a weekly and a daily series. This creates a natural split between the two programming types in terms of style, scope and financial requirements.

Daily programs need to be simpler in their production approach in order to yield dozens of episodes across a short production period. They often use single studio sets, have recurring cast members and are heavily formulaic in their structure, which allows for efficient post-production workflows. This is why daily programs are most often gameshows, panel shows and reality courtroom shows: they're fast to shoot, require very little "story" creation and can be produced in mass quantities within the constraints of very tight budgets (almost like an assembly line). In addition to daily programs using simpler production methods—limited cameras, fixed lighting and repeatable post-production workflows—they also skip heavy story involvement. Gameshows and panel shows are procedural, meaning no previous plot information is required by the viewer to start watching a new episode; each episode can exist solely on its own. This further speeds up the delivery process, which allows for higher volumes of episodes to be delivered within a short production period.

Weekly programs, by contrast, require a lot more substance. From a story perspective, a weekly allows major opportunities for character development and the unfolding or evolution of events. Programs that follow subjects in an elimination challenge or talent competition—in which the talent must execute numerous tasks, juxtaposed with on-camera testimonials and concluding with some type of "reveal"—allow for involved interaction and engagement, but also require a massive load of locations, footage and editing. Weekly programs therefore require "story editors" who sift through all of the footage in order to find the nuggets that will propel the story forward—giving editors a framework on which to build. Although some "live to tape" editing takes place to simplify staged events, these moments must be finely tuned during post-production to maximize tension while emphasizing any character dramas.

Production Approaches

There are three methods of production producers and development executives utilize to capture a reality TV series:

- studio production, where a series exists within a single soundstage;
- field production, where a program is captured completely on location; and
- hybrid production, where a blend of both studio and field production is used.

The first thing to note is that I've listed these three approaches from least expensive to most expensive.

When a reality concept is being fleshed out, a seasoned producer or development executive can easily ballpark generalized minimum per episode production budgets based on the type of production approach required. This is critical when considering whether a show would be better as a weekly program or a daily one. Studio and network executives with the power to greenlight or order a series will need to ensure the economics make sense before they'll open their wallets and secure a broadcast slot.

Also, as they ballpark a budget in their mind based on the type of production approach likely to be used, the numbers should mesh well.

Studio Production

An in-studio reality show is by far the simplest and most cost effective to produce. Consider classic shiny-floor gameshows (*Wheel of Fortune*), talk shows (*The View*) and even reality courtroom programs (*Judge Judy*). From start to finish, each episode of these shows exists entirely within the confines of a single studio production facility. Although the studio space itself is by no means cheap—one can easily ballpark a daily studio fee of $25,000 or more for budgeting purposes—the benefit of in-studio productions is that you can produce multiple episodes per day. Most of these programs are shot "live to tape," meaning either that they're edited as the action happens in real time—resulting in a mostly completed rough edit that the post-production team can easily hammer into shape; or that the footage can be edited and finalized within a very quick turnaround (especially since most are very formulaic in nature). Completed episode counts of three or four half-hour episodes within one production day are not uncommon—some programs can knock out five or six episodes per day! Multiply this across a full five-day production week and you can see how efficient this model is at yielding high episodic volume—which is critical for daily TV slots. With this rate of output, an entire 70-plus episode season of an in-studio reality-based TV series can be made within two months (including set construction and striking).

Field Production

A TV series captured "in the field" is filmed on location. The genres vary, including—but not limited to—murder/mystery (think Investigation Discovery programs), science (*Myth Busters*), paranormal (*Ghost Adventures*) and fashion/lifestyle (*Say Yes to the Dress*, *Queer Eye for the Straight Guy, The Bachelor*). The action generally takes place over a few days and follows an individual or team as they hunt, explore or solve a recurring issue. Unlike an in-studio production, where the action plays out almost in real time, a field production can easily take a full week—or sometimes much longer in the nature/wildlife realm—to capture enough content for a single broadcast-ready episode. Consequently, a three to four-month shooting schedule yields at best 13 to 16 completed episodes. This greatly increases the per episode cost to produce such content, while simultaneously limiting broadcast opportunities to weekly programming slots (a critical point, since there are far fewer weekly slots available on most networks).

Hybrid Production (Studio + Field)

The reality TV programs that most often pop into people's minds (*American Idol, The Voice, Hell's Kitchen*) fall into the hybrid category. They're big, splashy and full of expensive elements—music, travel, house makeovers, etc. But although these types may be top of mind, they are produced least often because the available network slots are so limited. Generally airing in primetime, these programs have a designated studio space—for example, where the "runway" segments take place in *Project Runway* or the musical performances take place in *The Voice* or *American Idol*—while also including "on location" segments showcasing performers practicing, working or confiding in other contestants. From a cost perspective, these are the priciest to produce. Not only must the studio space be kept and maintained, but they are also fully contingent on all that field production work. This requires far more crew, equipment, clearances and logistics, which further drives up the overall cost.

Budgeting for Reality TV

To give a quick overview of reality TV budgets, remember that TV shows are always described on a "per episode" basis. A grand total figure covering an entire season becomes meaningless if you doesn't know how many episodes that price-tag will yield. That's critical when networks order reality shows by episodic counts—for example, Discovery ordering 40 episodes of *Cash Cab* instead of a simplified and vague "season." During a pitch, if budget ever comes up, the number you quote is how much a single episode would cost.

The above section on production approaches provides a good overview of weekly versus daily programming needs, along with the three main production styles (studio, field and hybrid). Let's explore how those scenarios play out financially.

Studio Projects

We mentioned above that the average ballpark cost to rent a studio runs about $25,000 per day. But that's certainly not the only expense involved. You must also consider set construction (easily between $150,000 and $200,000); equipment fees (tack on another $150,000); and crew expenses, talent costs and set striking (again, all six-figure prices). Plus there's the often overlooked—and underestimated—cost of "posting" a series, which can often double the production expenses. For an average daytime daily series, utilizing a single studio space, you can assume that a full season will cost anywhere between $4 million and $8 million on the conservative end of the spectrum (i.e., average to lower budgeted). When we divide this number by 50 episodes—a not uncommon order for a daily series—we end up with a ballpark from $80,000-ish per episode at the lower end to $160,000-ish per episode at the higher end. These prices can certainly be much lower—especially for indie projects made for spec syndication (which can be as cheap as $20,000 per episode); but those certainly aren't the norm.

Field Projects

Projects shot entirely in the field require the same overall budget (between $4 million and $8 million), but the total number of episodes yielded by this budget is dramatically lower. Rather than an order of 50 episodes, mainstream pay TV and VOD platforms generally order more in the realm of 13 to 15 episodes. To simplify, assuming a 15-episode order, the "per episode" budget of an average field project would fall somewhere between $275,000-ish per episode at the lower end and $525,000-ish at the higher end. Again, there are programs that can be produced at dramatically lower rates—and higher ones—but these will be outliers.

Hybrid Projects

By far the most expensive to produce, hybrid productions need reserved studio space while simultaneously requiring major field content; these projects bear the burden of both types of production costs, plus additional fees for talent. For a 15-episode order (the average for a single season), you can easily ballpark a high-end hybrid—a primetime, well-advertised reality series on a major channel or outlet—at between $1.5 million-ish per episode and $3 million-ish per episode. Include a "live" element—like a live finale—and you can easily add an additional $750,000 to $1 million for each hour on top of the already established "per episode" rate for that special "live" broadcast.

In each of the above examples, you'll note I used a round number followed by "-ish". The "total series" numbers rarely divide so evenly when broken down into different episodic orders, so it's quite common simply to round the figure to the closest graspable price. Whether you round up or down depends largely on which side of the table you're on—that is, whether you want a little more per episode (likely the producer) or a little less per episode (likely the network). But generally, these are rounded to the nearest $5,000 or $10,000—meaning you'll see figures like $250,000 or $185,000 per episode (rather than something precise, like $213,697.28.) The reason is that rounded numbers can be quickly added together and produce an equally clean final figure.

There's always some flex in this—and the production needs of one project can differ greatly from those of another—but the above provides a good overview of the basic costs of producing reality TV in the United States and other Westernized countries (including Western Europe and Australia/New Zealand). Once you leave the West—looking instead at costs in Latin America, Eastern Europe, Southeast Asia or Africa—these prices can be reduced by 30% to 60%, depending on the location and the type of program.

Presenting Your Ideas: Screening Materials and Pitch Deck

Just as network executives will need proof of concept before buying into a new reality TV series, so too will those working at development firms that are sourcing new content. While charisma coupled with a smooth delivery is a must, your concept must also satisfy all those other requirements outlined in our two-phased approach: explaining what the concept is and how it will play out while simultaneously reassuring executives about the business-related questions they'll have. The most effective way to do this is through screening materials and a pitch deck.

You can certainly pique interest with a well-rounded first-phase creative pitch; but eventually, a network exec (or anyone on the acquisition side of the table at any stage of the development process) will need proof of concept—in other words, they'll need to be able to screen something in addition to simply reading about it. Therefore, both the screening materials and the pitch deck should cover both phases of the pitch, keeping the creative concept exciting while also supporting the business viability of the project.

Screening Materials

For high-level producers with the means to produce a full pilot of a concept, a fully presentable sample episode might be required by a studio or major network in order to evaluate the project. At the spec level—meaning when you're presenting your initial concept to a development firm—these can be much simpler (e.g., compilations of YouTube links showcasing potential hosts or talent; or clips/segments from similar programs for reference). The idea here is to show the concept in action—that it works and has a viable hook. Adding elements like audience ratings, the likely number of episodes and other specifics—whether as title cards, onscreen graphics or text—will help answer those second-phase business questions.

Pitch Deck

Every written word presented in your reality TV pitch deck is an opportunity to assure the development executives reviewing the proposal that your project meets all creative and investment standards required for a greenlight. All of the aforementioned information points (e.g., cast/host, production partners, verifiable audience) should be presented in the deck in visual form—for example, through company logos, cast headshots and measurable audience data (in the form of graphs or other visual representations). Pitch decks are also very stylized, using color schemes, fonts and graphics that reflect the genre, mood, tone and style of the project. Although the episodic structure and thematic concepts are described in the pitch deck, its real purpose is to present the project as an investment vehicle: a program that not only adds a unique hook to an oversaturated market, but also helps the company to which you're pitching improve their market share.

A pitch deck for reality TV should include the following elements.

Title (or Polished "Working" Title)

Even a project that's in development should have a catchy title—something that cements its concept. If the title isn't official, it's okay to place the statement "working title" in fine print underneath; but never pitch a show as "untitled".

Episode Count

There is a major difference between the number of episodes in daily versus weekly programs. Given the production approach, how many episodes are likely to be captured for one full season of your program? For 13 half-hour episodes, you'd write this numerically: 13x30′. For 15 hour-long episodes, you'd again write this numerically: 15x60′. And for a daily series of 75 half-hour episodes, you'd write this: 75x30′.

Logline, Short Synopsis or Tagline

It may seem obvious, but every pitch deck needs a catchy, succinct way of describing the overall concept. Remember that reality TV shows are absolutely allowed to be complex and strategic, but the core concept should be very easy to explain. A logline or short synopsis is a great way to verify that the idea you're pitching—no matter how detailed—can always be relayed in a simple and concise manner. You can also put your marketing hat on and think about a fun/punchy tagline that captures the style or feel of your show. A tagline is one of those very short (four to 10-word) phrases you often see on a movie poster just underneath the title (i.e., *Alien*'s "In space, no one can hear you scream"); in pitch materials, this can make your project pop to life.

Series Overview

How will a full season play out? For a daily gameshow, there's probably no need for a seasonal overview; but if your idea is a weekly concept, how will the events build? How will the stakes increase? For a competition reality series, how will the tension ramp up when there are fewer people for viewers to focus their attention on? All of these details should be covered in your pitch.

Episodic Breakdown

What does an episode look like? How does it play out and what are its beats? Gameshows clocking in at 30 minutes are broken into segments, commonly referred to as "acts," which are built around standardized commercial breaks. How will your idea flow within such a rigid format? What will the hooks be at the end of each act to sustain viewership across the commercial break? On that same token, with a weekly program, what episode structure—along with the episode "reveal" at the end—will keep viewers returning to continue the adventure?

Series USPs

Reality TV concepts tend to blur together. How many dating programs or elimination challenge variations can there possibly be? But a unique selling point (USP) is much more than just a new angle or hook; USP really boils down to access. What can this production team access that no other team can capture? Is it access to a key piece of talent or a critical location required to make a select sub-genre work? Or does this series offer a completely new spin on a tried-and-tested idea? In essence, what ensures your project will rise above all the other content offerings out there? What makes it stand out?

Style and Tone

This is usually a block paragraph hinting at the visual, structural and auditory elements of the program. Essentially, how will it look and sound; and what is the emotional hook that will keep viewers coming back? This is where the conceptual comparisons are placed, to better focus the client on how the program will "feel" for a viewer. Ensure the TV references used are relevant to the idea and not too out of the box. "Style" indicates the structure and organization of the series (giving insight on its beats, twists and hooks); whereas "tone" indicates the feeling or mood (are we biting our nails or shedding tears of optimistic joy?). This is your classic pitch of "X title" meets "Y title". When a creative executive is listening to your pitch, they may be intrigued by the idea and like the logic of the episodic breakdown; but ultimately, they want to know what fuels the program—its heart and soul (because that is what hooks viewers).

Producer and Creative Information

This assures a development executive that the project has been vetted—that it's coming from a person with experience creating concepts in this realm who understands the dynamics required to make such a series pop. Just a name, credits and a brief bio will do the trick here.

Also, a secured production company with a solid history of producing strong reality content is a seal of approval. If you have an experienced production company attached, great. If you don't, no worries: a simple "TBD" (to be determined) will do at the pitch deck stage.

Contact Information

Don't skimp on contact information as "obvious"; you'd be surprised how many decks get sent round without this information included. At minimum, include a contact name and email address.

Format

Pitch decks should arrive as reasonably sized digital files—meaning they shouldn't contain embedded video files or heavy-handed graphics. They should be easily "email-able": both from producer to client and then from that client internally to their colleagues. Any links to clips, talent samples or sizzles are usually provided as a link within the body of the email to which the initial pitch deck has been attached.

Added Pitch Bonus: Marketing Examples

Although certainly not required—and potentially expensive to implement—reality TV pitches can really pop if some tangible element can be added to the presentation.

For example, years ago I was helping to sell the format rights to a UK-produced gameshow called *Small Fortune*. The concept was that contestants had to complete physical tasks in order to progress through the gameshow and win the final cash prize (as in *Wipeout* or similar shows). The hook was that instead of life-sized physical tasks, the challenges involved maneuvering tiny pieces on a small model (e.g., sliding a tiny pint of beer across the tiny bar top of a miniature British pub). You can see the tongue-in-cheek wordplay of the show's title in action here.

My objective was to push the show's format so we could make *Small Fortune* in Brazil or Canada (getting other countries to acquire the rights and develop their own version). In addition to the screening materials—full episodes of the UK-produced version—and our pitch deck outlining the business prospects, the producers created a tiny *Small Fortune* game that they shipped to high-ranking prospective clients (studio executives). This allowed the concept to resonate, got the executives interested ahead of the formal pitch and offered a sneak peek into the show's merchandising opportunities.

Again, this was studio-level pitching (making the tiny games was very costly, as was the shipping). However, you can utilize this same marketing concept in other forms (e.g., digital, online or other shareable resource) that could likely cost much less. The core takeaway here is that, unlike other genres, reality TV can offer fun marketing gimmicks to add a unique layer to the pitching process. Reality TV is about "entertainment," so draw on this whenever and however possible.

Where do Reality TV Concepts Originate?

Reality TV content generally takes one of three forms:

- original content (an original idea);
- a reboot (dusting off an idea from another medium and transforming it into a new reality TV concept); or
- an adaptation of an existing media property (likely a "format" of an existing television program).

Although, technically speaking, all reality TV content starts off as an original idea, most greenlit projects—the reality shows we most often see—are *not* original concepts; they're adaptations or reboots.

Original ideas generally make for risky investments and thus ineffective pitches. While the concept might be fantastic, there's zero hard data to support that it would find and engage an audience; it will thus fall short in the second phase of the pitch.

Existing content from abroad, on the other hand, has already enjoyed a successful run. There are full episodes available to screen, audience metrics to share and a detailed production bible to review (which outlines specific details like lighting schemes, set design and even tips for sourcing effective onscreen talent).

The producers or rights holders of the original project can simply loan out the "idea" to a foreign channel, where it can be produced for a local audience in the local language. If this concept sounds similar to the franchising of businesses (e.g., McDonald's), then you're spot on. In the film and TV industry, we refer to this as the sale and distribution of a program's "format"—the licensing of a program's blueprint.

Ratings hit *The Masked Singer* was initially a competition talent series produced in Korea. The format was picked up in the US—among other countries—to be produced as a major series of the same name for American audiences. Another example is New Zealand singing competition *Pop Idol*, which circled the world—becoming a huge hit in the UK—before the format rights were acquired in the US, evolving into the megahit *American Idol*. Reality TV is heavily focused on the format business: the opportunity for development teams to review full histories of audience ratings and metrics and screen entire seasons is extremely helpful in enabling them to see what components will work and where story mechanisms could be tweaked for a domestic audience.

Around the world, distribution companies trade in the format business—some deal exclusively in formats, while others have a library of formats and completed programs to sell. Producers and development firms meet regularly with these distributors at all the major international media conventions, to discover what new international content exists and acquire the format rights to those programs.

Although a great format can come from anywhere—or anyone—in the format game, some countries (or "territories," as they're often referred to) have become reliable exporters of high-end product. Turkey, Korea, New Zealand, Israel, the UK and the Netherlands tend to lead the world in terms of fresh format concepts and are therefore considered the "go-to" regions when sourcing new projects.

Increasing Your Odds of Success

My advice? Focus on what already works—in other words:

- a format from a foreign country;
- an older program that could be rebooted; or
- an adaptation of existing intellectual property (IP) like a book, podcast, game or any other form of existing media.

While it might seem more meaningful to attempt to develop an original work, reality TV tends to reward the risk averse and prefers the predictable path of adapting existing media properties. The audience metrics are clear; the ratings history provides verifiable numbers on how best to schedule or promote the program; and the existing episodes offer great insight on audience reactions.

Imagine you're meeting with executives from a top broadcast network that has an urgent need for gameshow programming (either as daytime slots or for larger primetime windows in the evenings). The execs you're meeting are sharp, knowledgeable about the marketplace and very shrewd when it comes to the types of content that work best for their audience—while also being mindful of how much budget is available to spend on the development of new programs.

You could spend months, potentially years, fleshing out a single gameshow idea. You'd have to sink tons of cash into securing talent attachments, creating pitch materials and producing a pilot. However, for the executives to whom you'll be pitching, that "original" program will always carry far more risk—and therefore have a much lower probability of getting optioned—than had you entered with nothing more than a simple pitch deck and sample episode of a program produced by a third party to which you acquired the format or adaptation rights.

A format, by default, has already established the answers to the second-phase business questions of a pitch. The episodes have already been shot and the creatives have already been drafted. All you need to do is explain why that show could work wonders for a local audience.

The same is true for other forms of media. Podcasts have ratings information and audience demographics; video games, books and other forms of IP all have public sales figures and consumer reviews; and older programs have past ratings that can give insight into how they might perform today.

Incidentally, format rights—if well negotiated—can be acquired for very reasonable sums of money, and sometimes for free! We'll dive into how format rights are sought, negotiated and formally acquired in Chapter 8 (which discusses high-level entertainment legal concepts).

(Sidebar: the "shopping agreement" outline in Appendix I can easily be morphed into a format deal just by redefining the parties; although not exact, it does offer a high-level overview of the general format acquisition concepts.)

CHAPTER SIX
Pitching Documentary, Factual and Current Event Pieces

Documentary content—sometimes referred to as "factual," "non-scripted" or simply "alternative" programming—focuses on subject matter either captured in the real world or presenting actual events in a mostly non-dramatized manner. This category covers an extremely wide range of formats, including factual television series (limited, ongoing, anthologies, procedurals and serialized), feature-length films and even one-off video-on-demand (VOD) or televised event pieces.

Common subjects include true crime (murder investigations, court cases, unsolved crimes); natural history (archeology, earth history, ancient humans); nature/wildlife (animals, ecosystems); religion (historical context of great theologies, accounts or chronologies of major religious figures); lifestyle (extraordinary people, cooking, real estate/property); human history (war, biographies, science, engineering, arts, music); and general human interest (LGBTQ+, political perspectives, journalism).

Although most of us commonly think of the documentary genre as one focused on more mature or serious subjects, many great factual programs have been developed with light-hearted, comical or even fantasy-driven themes.

What Drives Factual Content?

There's a common misconception about documentary content: people think it's real. Audiences falsely assume documentary projects are presented in a fair, balanced and objective manner so that viewers can fully absorb all critical information on a specific subject and adjust their worldview accordingly in an informed and impartial way.

But in fact, most audiences don't want a balanced presentation of facts; they want reassurance of their worldview—a phenomenon known as "confirmation bias." And equally, audiences want guidance on what "opinions" they should hold on a given topic. With advertisers and platforms much more focused on the total number of eyeballs watching a given program, they choose to reward content that gains the larger share of audience engagement (promoting popular content, which further cements this feedback loop in place).

I'm not here to argue the ethics of this. Balanced and objective stances are the idealized standard people claim they want; but the numbers don't lie (and most of us—myself included—are guilty of saying one thing while doing another). Documentary programs that are balanced and impartial generally don't sell very well; while "factual" titles that blatantly take a single stance on a specific subject—including documentaries that outright ignore inconvenient truths or twist facts to fit a narrative—can perform exceptionally well.

Although topics like politics, social justice matters and even climate change all offer obvious polarizations, this phenomenon isn't limited to hot-button issues. As outlined above, documentary content covers a wide variety of sub-genres. Consider paranormal content: a "factual" content vertical so popular entire TV networks have been built to cater to paranormal enthusiasts. Programs like *Ghost Adventures* operate from the perspective that ghosts are absolutely real (seldom will you find any logical counter-explanations for the "captured" phenomenon). *Finding Bigfoot* is built solely on the premise that Bigfoot is a living, breathing biological animal (yet after nine years and over 100 episodes, the *Finding Bigfoot* team has never succeeded in living up to the program's title). And it doesn't stop there. This same one-sided approach applies to lifestyle content (e.g., everyone wants to own a home, get married or look a certain way); war documentaries (war is either glorified or abhorred); true crime (e.g., either a person is absolutely innocent and the system has wronged them, or a person is completely guilty and a broken system is incapable of serving meaningful justice); historical biographies (e.g., a historical figure was either incredible and had a huge impact on the world or was the worst human that ever lived and we're still mopping up their mess); and even nature/wildlife programming (e.g., animals are either amazing at adapting in an ever-changing world or completely vulnerable and it's all the fault of humans).

Different outlets seek different perspectives, largely based on the audiences which they cater to. So, regardless of the subject matter itself, a home can always be found for a project, depending on the creative angle you take. Projects that attempt to defy this reality by straddling the middle ground (without offering a clear perspective or "outcome" of opinion) tend to get lost and overlooked; the intentions might be noble, but the content itself becomes difficult to market and program.

Don't take this as an assumption that audiences aren't smart or can't make logical deductions of their own; it's just that more often than not, audiences have already formed their opinions on a particular subject. As they independently make content selections in their daily lives, they're much more likely to choose a program that reflects their views and dismiss a program offering a radically different slant. While social media and the 24-hour news cycle have certainly exaggerated this phenomenon, the behavior has been with us since our origins.

My advice? If you want to pitch a documentary project about a particular subject, don't set out to make a fair and balanced presentation of the topic. Swallow the red pill. Pick a side and—like a lawyer in a courtroom—argue only that singular stance in every manner conceivable (discrediting the opposing view in the process); and leave the viewer with only one possible takeaway from the experience.

Who Invests in Documentary Content?

Because the factual genre allows for a high volume of content to be produced at much lower price points—with an average documentary project costing just 10% to 15% of its scripted counterpart—TV networks and VOD outlets have become the major sources of factual content in today's media landscape. The cost-efficient nature of documentaries enabled basic cable networks to boom in the 1990s and has since provided all major VOD outlets with an increased number of available hours to augment their costlier scripted investments.

The days of theatrical documentary exhibitions—once the main way to release and monetize a factual property—are all but over. The rare theatrical runs in today's world are generally aimed at satisfying submission criteria in order to be eligible for awards (and due to the enormous cost of this effort, a wide range of award-worthy factual productions are simply overlooked or ignored).

Within the realm of corporatized networks and VOD outlets, the executives tasked with finding, creating and acquiring factual programs are essentially the same as their scripted colleagues; in some cases, they are one and the same person. But unlike scripted narrative content—or even reality TV content—traditional documentary projects often gain a large source of their funding via private and/or nonprofit investment. In that documentary content is primarily "cause" driven (something we'll discuss below), some individuals or entities with cash in their pockets which are supportive of a specific worldview may feel a need to push or promote its influence. For nonprofit organizations, a factual media property can be seen as a powerful vehicle for promotion, which can reward them with increased donations and volunteer support.

Given that money is one of the primary factors that dictates the size, scope and release patterns for a given media property, this unique private funding method has also greatly increased the amount of self-produced and self-released documentary content. Individual producers can easily create their own project-oriented websites and utilize social media platforms for marketing initiatives—driving organic audiences to a landing site of their own choosing and converting those individuals into customers.

But regardless of whether a project is produced via a major TV network or developed as a passion project for self-release, there are certain structures these properties must be built upon in order to resonate with audiences.

Structures and Formats

Unlike narrative forms of media properties—which are often locked within one storytelling structure—documentary content can readily crossover and exist within a variety of formats and flavors, depending on the relevant subject matter. That said, documentary projects must still fit within market-established running times and follow basic storytelling conventions in order for pitches to gain traction (and for audiences to respond).

There are four main flavors of documentary storytelling formats:

- feature-length projects;
- one-off television specials;
- serialized content; and
- short subjects.

Feature-Length Documentaries

Feature-length documentaries (e.g., *The Ivory Game*, *The Biggest Little Farm*) are essentially defined in the same way as narrative feature films. Although technically any documentary clocking in over the 60-minute mark is considered a "feature" on the festival circuit, for the purposes of professional distribution, the running time should be no less than 75 minutes to warrant programmable interest (note this is about 10 minutes shorter than a narrative feature). Equally, the running time should also be cut at—and ideally well before—the two-hour mark. Television channels have a habit of cutting documentaries into two segments if they venture beyond this running time.

One-off Television Specials

One-off television specials (e.g., *My Son the Jihadist*, *Escaping North Korea*) are completely self-contained units. They are not part of a larger series and exist purely to tell a single story. Often, networks will have a weekly or nightly "factual" slot which is where these programs are placed; or they are licensed as free-floating titles to complement other programs buried within VOD libraries. Although these can occasionally be broadcast or exploited as 30-minute specials (or occasionally as 90-minute specials), they are almost always designed to fill a single 60-minute television slot. These are more common in Europe, Australia and Asia. In North America, single one-off programs tend to be produced under the banner of an existing factual series (e.g., *Dateline*, *20/20* or a news magazine).

Serialized Content

Not to be confused with reality TV content—which is built on highly formatted "non-scripted entertainment" scenarios (e.g., gameshows and talk shows)—documentary series focus heavily on alternative history, science, true crime and lifestyle exploration. Their purpose is much more explorative and informational, driving story with "real" events rather than staged gimmicks. Although half-hour documentary series certainly exist, the expectation is that a documentary series will deliver at the hour-long episodic duration. That said, serialized documentaries come in two forms: open-ended and closed-ended. You might recall this format split from Chapter 4 in relation to scripted narrative television; the same principle works here. Some factual series (e.g., *I Shouldn't Be Alive*, *Locked Up Abroad*, *Explained*, *Ancient Aliens*, *Nova*) are open-ended concepts that can potentially yield an unlimited number of episodes; as long as the ratings remain strong, new subjects can be explored, allowing further episodes to be produced. Closed-ended concepts (e.g., *The Vietnam War*, *Don't F**k with Cats: Hunting an Internet Killer*, *Night Stalker: The Hunt for a Serial Killer*) are much more focused narratives, built around subjects with a very clear beginning, middle and end (with each "episode" serving as a chapter in a larger single story).

Short Subject Documentaries

Unlike short narrative films—which have very minimal market value—short documentary projects (e.g., *The Skatepark on Treasure Island*, *Learning to Skateboard in a Warzone (If You're a Girl)*) can be placed in a wide variety of outlets, since they exist as augmentation pieces (short interstitials that support the views of the screening outlet, channel or platform). With a running time technically defined under 45 minutes—but realistically expected under the 20-mintue mark—documentary shorts offer audiences targeted insight on very specific or niche topics. As short subject documentaries tend to touch on politically charged issues or expose injustices that incite clear calls to action, they can find solid placement before or alongside major event pieces. For those looking to build a career in the factual arena, documentary shorts are fantastic exhibitions of talent and skill that can be great stepping stones into journalism or larger feature-length documentary projects.

Each specific documentary project is unique and therefore requires its own examination during the development process to know which structure or format is best to utilize. Someone passionate about a specific topic might feel the story requires six or eight hour-long episodes; whereas a market-savvy producer might see the program holding more business appeal if produced as a single hour-long one-off. What ultimately matters is how much time immersion an actively engaged audience will invest in a given project.

Documentary Story Structures

If you're expecting me to explain here how documentary story conventions are somehow unique or different from scripted narrative formats (especially as documentary content is based on real-life events and should thus force filmmakers to creatively strategize their storytelling methods), I hate to disappoint. Truth is, just as narrative feature films and scripted television shows follow standardized storytelling structures, documentary projects follow identical formulas to hook and engage their audiences. So, when pesky facts, chronologies or counterpoints threaten to skew a great story off course, factual filmmakers and producers simply readjust the footage to better fit the story they're trying to tell.

Think of these as creative liberties. Although audiences overlook—and often accept—creative liberties with narrative adaptations based on actual events (e.g., restructured narratives, invented scenes, combining of characters, removal of inconvenient facts), one might think the realm of documentary would push against such "creative" storytelling. But in fact, it doesn't.

Michael Moore has built an entire career on this model. In his first documentary feature, *Roger & Me*, he showcased the devastation of his hometown of Flint, Michigan after General Motors (GM) closed a major factory, resulting in thousands of job losses, and outsourced production to Mexico. The "Roger" character is former GM CEO Roger B. Smith. And Moore—playing the "Me" role—repeatedly portrays himself as a martyr, boldly walking into GM's offices to face Roger B. Smith head-on and make him see the devastation caused by his reckless business decision.

Truth is, Moore "creatively" tweaked the chronology of events to make Flint's demise appear to rest solely on GM's choice to close the factory; but in reality, the city had been beset by economic woes long before GM's decision. Moore chose not to mention that he'd had an opportunity to meet with Smith before the film was released, but declined so as not to disrupt the storyline. Equally, several sequences in the film are intercut to appear as if one event directly affected the other, when they actually occurred independently of each other (often on completely separate dates).

None of this is wrong per se; all of these actions are perfectly acceptable practices in documentary filmmaking. And Moore has built an incredible career using these tactics, producing some of the most profitable documentary films in the genre's history. While the ethics of this approach might be seen as questionable, one could argue that although the information presented isn't entirely "factual," a wider audience was perhaps made aware of a subject they weren't previously knowledgeable about—which is kind of the whole point of documentary filmmaking in the first place. Don't newspapers and news outlets essentially make similar decisions to sustain their audiences?

What's critical to remember here is that documentary films are not actually about the "events" they claim to depict, but rather the everyday people who experience those events. Pitching documentary content generally requires the concept to be framed as topical—for example, a hot-button issue, cause or life-changing event; but in order for a filmmaker to depict their chosen subject matter, they must do so through the lens of everyday people (characters)—just as in a narrative film.

Thus, when pitching a factual project, you're ultimately presenting a story in a bid to garner interest and support. And while you might claim to be showcasing a cause or event, you're actually pitching the stories of the people involved; that's what makes a documentary interesting.

Theme and Concept Approaches

Once again, the themes and genres that pique the interest of audiences—and therefore of producers and executives—tend to be quite similar to those of scripted narrative projects. However, documentaries tend not to get separate genre headers the way scripted television shows and movies do (rarely will you find a comical documentary lumped in with scripted comedies or a serious nature/wildlife piece placed alongside higher-end dramas); for most, "documentary" or "factual" is the genre, regardless of its specific mood, tone or feel.

But the themes explored in documentary films tend to align closely with their narrative counterparts. While narrative projects seek to ask those nagging "what if?" questions we so often ask ourselves—offering a glimpse into a world we might have experienced—documentary titles ask this same "what if" question, only to source the answer from the real world.

Unlike for narrative projects, we can't focus on classic scripted genre headers here; instead, we'll outline the common themes found within great stories—which means they apply equally to factual content.

David and Goliath

People love an underdog story. Whether it's a smalltime lawyer taking on a major corporation, an "everyday" person taking a stand against a government institution or an individual leading some type of movement or social cause—surviving an onslaught of pressure and personal strife to achieve a goal—people love to watch how a single individual (and a very relatable one at that) can cause massive change through nothing more than willpower, drive and determination. These stories inspire us to take a stance and be bold; and persuade us that our voices can make a difference in this world (all we need to do is speak up). Whether the focus is sports, social, political or true crime, an underdog perspective can make even a distant story resonate.

Normal People in Extraordinary Situations

Narrative stories generally showcase ideals in life, focusing on people whom we don't know in our day-to-day lives, but who offer us a glimpse of a specific lifestyle. For instance, HBO's *Succession* gives us a sense of life in the family of an ultra-rich media mogul. While a factual title about a known family—such as the British royal family or an established dynasty-type family—might certainly have its selling points, it would normally be categorized as a biography. Here, we're focusing on everyday people caught up in extraordinary situations. Factual series like *I Shouldn't Be Alive* or *Locked Up Abroad* would absolutely fall into this camp; so too would a documentary classic like *Harlon County, USA* or the powerful short *The White Helmets*. While the former examples present stories of ordinary people who suddenly find themselves in life-or-death situations and are forced to tap into those buried human survival instincts, the latter focus on normal people rising to the occasion to participate in something bigger than themselves.

Lovable "Everyday" People

Documentary films can just as equally focus on the life, times and tribulations of an everyday person—one with ambitions that never seem to materialize dealing with real-world problems to which we can all relate. Very few people in life win Olympic gold medals, produce Grammy-winning hits or start social movements that revolutionize the world; so why should great factual programs focus only on those rare humans that succeed at high levels? The power, passion and struggles of the human experience can just as easily—if not more readily—be captured by aiming the lens at those individuals whose life ambitions never fully materialize or who fall short for reasons beyond their control. Take a great documentary like *American Movie*, about an aspiring Midwestern filmmaker who has very big dreams, but never gets the break he needs to complete his magnum opus. Though his story is bittersweet at best, it's incredibly relatable. Or take the basketball doc *Hoop Dreams*—a film that follows several high-school basketball hopefuls over a period of several years as they strive to obtain a coveted scholarship to play at the college level. None of the subjects achieves their goal; they are destined for everyday life. While this might seem depressing on an individual level, when viewed onscreen, it captures something very truthful that we've all felt: what it feels like to be "the rest of us."

Social Injustice or Social Causes

From wrongful incarceration to abuse of power, marginalized populations or crimes taking place right under our noses, themes of social injustice or social causes allow for a powerful story-based depiction of overlooked issues that can have a powerful impact on audiences. These projects generally hint at larger high-level concepts by focusing on unique isolated events to support their overall objective (causes generally seeking social, financial or regulatory support). For example, although wrongful incarceration is exceedingly rare from a statistical perspective, interviews with those very select unfortunate individuals who have been subjected to wrongful incarceration bring a human perspective to the issue and elevate the cause into one that seems worthy of immediate attention. For audiences, a back-of-mind topic suddenly has a powerful emotional grip, which can convert the viewer into a contributing partner. The purpose of these films is to showcase a problem, driving awareness of a subject that is often overlooked or misrepresented with the aim of directing viewers towards a clear call to action.

Forbidden Worlds (aka "Behind the Scenes")

Documentary content exploring unseen or forbidden realms is quite interesting to networks and platforms. Programs like *Inside North Korea* and *Undercover Saudi Arabia* utilize hidden cameras to cross into countries most people would never be able to move within freely (especially with film equipment). Granted, there is still an opportunity to manipulate the narrative by showing the angle that best fits the expected story; but the climactic moments involve the realization that we're seeing somewhere we might never be able to set foot in on our own—or we might never escape from if we did. However, this approach is not limited to dangerous locations: a sneak peek behind the doors of a fancy hotel catering to rich celebrities or the chaos in a Michelin-star kitchen can equally fall within this category. The idea is that we get to peel back the curtain and see something we'd never normally be able to lay eyes upon.

There are certainly other themes that have built-in audiences; but the above showcase the genres of factual content that consistently get requested by the clients and outlets I speak with. These programs—in any flavor—will generally find a home.

It's All About the "Editorial"

When presenting a factual project—regardless of length or format—you will eventually be asked about its "editorial." This term doesn't relate to the editing process; rather, a project's editorial encompasses the story, character and events on which your documentary project will be based, as well as the workflow through which the information will be revealed in the final product. When pitching or presenting a narrative scripted project, you simply hand over a screenplay, episode breakdown or treatment to relay this information. But as documentary projects have no script, you must instead build out a framework of information and then "edit" the data into a workable storyline.

For example, if you are presenting an architecture-focused documentary series on the world's largest skyscrapers, the editorial should showcase examples and information on the specific buildings you intend to present. In addition to photos and stats about these structures, the editorial should explain how each episode in the series will play out. Will we be exploring one building or three in each episode? Will we be seeing actual images of the building in real life (that need to be captured) or relying on stock footage? Will this be a series with a narrator or will individuals knowledgeable about the subject appear onscreen on interviews (or both)? If the latter, which experts will be interviewed? (Just as you'd use headshots of acting talent in your pitch materials for a narrative series, you can use professional images of your interview subjects coupled with a brief biography.).

Even for a feature-length, cinema *verité*-styled documentary project, which requires 100% new footage to be gathered, this same editorial is required. Let's say you intend to produce a feature focused on medical malpractice and its ripple effects on patients; your editorial should present researched examples of these patients and their stories (these are your "characters"). Is your project just focused on the outcomes of these patients or will you be including an attorney-type subject who is fighting on behalf of the victims? Will you be approaching the doctors or staff involved and including their side of the story? Although many aspects of a documentary are unknowable, since you never know in advance what you'll capture in the field, you still must convey a blueprint or plan within your pitch materials (and relay your ideal vision using the information that currently exists). Remember that documentary projects aren't intended to be objective; your editorial gives executives and investors the opportunity to see what worldview you're working to convey and how you intend to capture it.

When creating a pitch deck for a factual project, you can easily apply the template and format structures described in relation to other types of scripted projects in previous chapters, as well as in the appendices. You're just replacing the described storylines and characters of fictional narrative projects with information about the actual subjects and individuals of your specific project.

Documentary Sub-Genres That Sell

In my experience, the following factual sub-genres have the greatest audience appeal and thus attract the most interest from executives and network programmers. That said, there are two specific points to note before reviewing them in detail:

- These sub-genres are genre headers only—specific themes can vary within each (e.g., climate change matters are not a sub-genre, but climate change themes/stories can be woven into wider-reaching nature or science sub-genres); and
- All of the subjects depicted must have a long shelf life while still feeling "urgent" years after production (meaning the stories themselves must be part of an ongoing cultural discussion).

True Crime

Any form of true life crime story—especially violent crime—garners attention. Entire networks, production companies and VOD channels are dedicated to the subject just to meet audience demand (think about the friend you know that binge watches Investigation Discovery true crime stories). Sadly, crime takes place all the time. These stories often involve everyday people that find themselves in extraordinary situations; or depict the unintended results of wider societal talking points. As a result, crime stories have the ability to hook an audience and present them with an evergreen story that feels fresh while tapping into a larger sociological issue. These work across all documentary formats (feature-length, short subject and serialized). Unless the true crime story is focused on a known serial killer or another high-profile figure, the story should be told chronologically (in a whodunit format).

Conspiracy or "Alternative History"

While these words might initially evoke images of UFOs, Area 51 and people wearing tinfoil hats—all of which do have genuine audiences with select outlets—conspiracy or alternative history projects add a unique perspective to any known or familiar event. People love the sense that there's "more to the story" than what we're led to believe. Call it healthy skepticism or sheer obsession, but people always feel that major events in history hold more secrets than what's presented as common knowledge. The conspiracy angle implies there are forces working to cover up or hide information (people seeking to bury a story from public knowledge); alternative history, on the other hand, takes known events but adds a layer of unknown information to give viewers a new perspective on a familiar story. As an example, consider a well-known event like the Apollo 11 moon landing: a conspiracy take would ask whether humans actually landed on the moon or if this was a staged event; whereas an alternative history take would explore the "behind the scenes" secrets of the Apollo mission—how close it came to disaster and the dramas and problems that nearly caused the mission's destruction from within. Conspiracy stories can expand beyond aliens and secret societies by depicting geopolitical events (e.g., *Loose Change*'s take on 9/11 or *Wormwood*'s take on the Cold War) and counterintuitive views (e.g., *Behind the Curve*, which argues the Earth is flat). Examples of alternative history documentaries include *The Jesus Code* (an alternative factual series adding historical context to the life and times of Jesus); *Race for the White House* (an alternative factual series about the neck-and-neck struggles of presidential candidates throughout US history); and *Ancient Aliens*, which offers a unique slant on human relations with aliens and how they might have influenced our ancestors (yes, there are aliens in it—but the real takeaway from the show is its presentation of an alternative to accepted human history).

Science and Technology

Science and technological innovations are the foundation for entire television networks and VOD platforms (e.g., National Geographic, Discovery, Curiosity Stream). The topics that tend to work best are space exploration, archeology, natural history, engineering and health/medicine. Science documentaries are in high demand because they fit very cleanly into one-hour episodes and offer very optimistic stories of innovation and human progress. As science is a constantly evolving field, with new discoveries being made and information added all the time, it's best to approach science through a narrative presentation. So, rather than making a space documentary simply "about Jupiter" (which is too big a topic, with constantly changing information), focus on the stories of specific NASA probes that were sent to Jupiter and what they discovered. Another fun story mechanism is a top 10 list—a breakdown of the "top 10" of their kind in specific fields (e.g., top 10 largest buildings, top 10 largest aircraft). This allows for a targeted subject to be explored in a structured manner than encourages viewer engagement.

Nature/Wildlife

Animals sell. Although this topic could be woven into the "science" category, nature/wildlife can uniquely stand on its own. Nearly every factual distributor in the world has a nature/wildlife vertical in their portfolio. When we think of these programs, we tend to picture the major "blue-chip" (or very big-budget) nature shows, depicting wild African savannas or deep oceanic explorations. But these major productions are extraordinarily expensive to produce and it can take years to compile the right footage. Instead, we're focused on indie-produced nature/wildlife shows—ones primarily pieced together using existing footage with a narrator. Programs in this category include shows like *Baby Animals in the Wild*, a series of 10 episodes that is essentially a "cutefest" (stock footage of baby animals taking their first steps or shown nestled in their mother's arms (or wings)). A series like this can be produced with a very small editing team and can easily be reassembled for different outlets (e.g., cut down from hour-long episodes into half-hours); and since it relies solely on narration, the voiceover can easily be replaced by a foreign speaker if the series is licensed internationally. Hosts can also be used in nature/wildlife programs (or simply people with animal experience—like an eccentric snake catcher or spider expert).

Biography

Historical figures are always an interesting subject for a factual project, especially if they're already widely known. Although there are countless stories of incredible individuals throughout history who helped shaped the world into what it is today (for better or worse), some names stand out more than others. And although it's far from fair, the biographical projects that receive funding tend to be those focused on figures with whom people are already familiar. As an example, not all US presidents are equal: JFK will always garner more attention (and thus produced biographical hours) than Gerald Ford; and despite the importance of World War I from a historical context, there are far more programs devoted to World War II. That said, one could absolutely dive in and create a biographical project (or series) showcasing unknown "supporting actors" to great historical events; but even still, these would have to be woven into a storyline partially based on a well-known, easily recognizable figure. One interesting factor with certain biographical content—primarily projects focused on more recent, well-known and/or culturally significant individuals—is that it is usually labeled as either an "authorized biography" (implying the project has been formally approved by the subject's estate) or an "unauthorized biography" (meaning the subject's estate has *not* approved—or perhaps even been made aware of—the project). Although this label will not apply to historical figures (e.g., Beethoven or Mozart), it is a very important distinction regarding more recent commercial icons (e.g., Tupac or Katy Perry). Authorized documentaries can showcase actual clips, images and excerpts from the subject's private library (e.g., family photos, original music compositions); whereas an unauthorized work is generally compiled from stock footage or materials available to the public. There is absolutely a market for unauthorized bios, but they are primarily limited to VOD outlets and smaller TV channels; major networks and premium outlets require their biographical topics to be fully authorized.

Warfare

War content has a very loyal following—primarily middle-aged and older males. The style and tone should emphasize the importance of key battles or wars, explain what was at stake and shine a light on the great minds that strategized the victory. At the end of the day, the story is the most important component to a war title. As an example, a single 18-hour battle in Mogadishu, Somalia was made famous by the Mark Bowden book *Black Hawk Down*, which documented the events that led to the eventual film adaptation. Ken Burns has made multiple long-running closed-ended series about war, including *The Civil War*, *The War* and *The Vietnam War* (plus other war-related projects)—all of which were depicted from a human perspective (mainly through soldiers' letters home and interviews with surviving family members). War content need not only focus on battle scenes: great human stories can be told about the net effects—or unintended consequences—of warfare (e.g., human displacement, separated families). As with biographies, not all wars are created equal: some are well known while others are overlooked. Warfare can also be integrated into other forms of popular documentary subjects: secret societies, biography, alternative history and even science/technology.

Religious History

Religion is a powerful subject. Programming and media that explore the diverse facets of a religion can result in very successful projects. But as with most programs, the audience tends to be predisposed toward one topic over another. As an example, Christian audiences will seek out programs about the Christian religion, while Muslim audiences will seek out programs about Islam. When approaching religion, one must bear in mind that the majority of viewers will want a positive representation. Religious history is often interwoven with other documentary subjects, including biography, alternative history and occasionally science/technology (especially programs that use modern-day equipment to explore ancient religious artifacts). Religious programs are not designed to convert viewers or to discredit religious beliefs; they exist to cement the ideas people already hold about these subjects.

Cults/Secret Societies

I initially lumped "cults" in with "religious history" (above); but they should really be separate, in that the purpose of a cult-based documentary is to expose a dangerous ideology and debunk its claims. There is an enduring fascination with cults—primarily in that those who fall victim to cults tend to be normal people who find themselves imprisoned and unable to escape. As with other documentary subjects, some cults tend to garner far more attention than others; if you choose to showcase lesser-known cults, you should interweave the stories with those of known cults or cult-like figures. These are human interest subjects, so your story should be told from the perspective of the individuals who survived to tell their tales or of the unfortunate family members who lost a loved one.

Hot-Button Issues

Topics that are controversial or that elicit strong opinions are great for documentaries and factual programs. People tend to have strong opinions on topics like abortion, war, social injustice, hate crimes, climate change and immigration reform (their minds are already made up). Even if viewers are not the most informed on the granular details or realities of these topics, each of these subjects will drive powerful emotional responses. While we often assume "hot-button" issues are current events, they generally are not; rather, these human issues have been longstanding topics of discussion for decades (even centuries in some cases). You should thus approach hot-button issues in as evergreen a manner as possible (which is very achievable given the longevity of many of these conversations). Equally, you shouldn't take on a topic that is too big (e.g., a film "about abortion"); instead, focus on a small group of individuals and their personal experiences with the topic or a specific well-known event associated with the topic (e.g., the overturning of *Roe v. Wade*). Note that the above does not assume 'hot-button issues" can only lean in one direction: a hot-button issue can be explored from any perspective and find an audience, provided it remains primarily one-sided in its conclusion. Also, hot-button issues are never definitively "solved," so any project focused on a hot-button issue should conclude with a "the battle was won, but the war continues" approach.

Lifestyle

Generalized lifestyle content is in constant demand from distributors and direct-to-consumer outlets. Programs showcasing alternative lifestyles or "realities" of real-world experiences will always garner an audience. What works best are extreme scenarios: either a presentation of the filthy rich living a life of luxury or the lives of individuals with unknown or previously under-represented stories. Although these can be interwoven with other documentary subjects (e.g., the lifestyle of the royal family or the unseen life of Syrian refugees living in tent cities), "lifestyle" itself exists as a genre. These programs focus on subjects like race, LGBTQ+ and income gaps. They can also depict the darker side of fantasy lifestyles—for example, the dark side of Instagram influencers. Essentially, all documentary subjects showcasing the differences of humans and the individual lives we lead fit within this bucket. By taking an hour to experience life through the lens of a different person, audiences should walk away with a renewed sense that, at our core, we are all effectively the same (and our differences are primarily surface level).

Budgets and Financial Models

Documentary and factual programming tends to cost much less than scripted or traditional narrative forms of content; the technical and production needs of documentary content are substantially smaller in scale compared to narrative projects. But so are their levels of profitability and generated revenues. To give an example, Michael Moore's film *Fahrenheit 9/11* is considered one of the most successful documentary films (in terms of gross) in history, yet it only raked in $119.1 million in worldwide business—an astonishing profit for a factual title, but a figure less than the median budget of a standard-issue narrative studio movie.

Don't take this as a slight against the documentary genre; the vast bulk of the film/TV industry is built on smaller budgeted projects. And just as entire companies have found success targeting low-budget made-for-TV movies or schlocky action content, hundreds of successful organizations have rested quite comfortably on the success they've generated from years of consistent factual programming output, including National Geographic, Discovery Networks (now Warner Bros. Discovery), Arte, PBS and even the BBC, just to name a few.

As a very simplified ballpark, you can pretty much guesstimate that a factual project will cost somewhere between 10% and 15% (occasionally 20%) of the narrative version's budget. For example, a feature-length documentary might cost $125,000 to $500,000 in total; whereas a commercially viable feature-length narrative film might cost from $625,000 to $5 million. A serialized factual program—such as a "true crime" thriller or a paranormal series—might cost between $100,000 and $250,000 per episode; whereas a low-budget narrative scripted series might cost from $1 million to $2.5 million per episode. These are just high-level averages, but they do allow you to quickly spitball where a factual project's budget should land (approximately) and equally should give you a sense of where the revenue levels should hit in terms of profitability. There are always outliers, but this gives you a pretty general sense of the parameters.

Documentary Series

A standard documentary TV series for network television or VOD release often relies heavily on stock footage, in-person studio interviews (often called "talking heads") and potentially some minor re-enactments. The main drivers that make these programs work are centered upon story development, editing and marketing efforts. As a result, the cost per episode can range from a basement price of $75,000 per hour to as much as $250,000 per hour, with an average of about $115,000 per hour. The more episodes, the cheaper the per episode price point (and the more "value" the show possesses for the market). Six to 10 episodes is a strong target for a first-run factual series.

One-Off Specials

There are certainly outliers (e.g., major network event pieces such as those commemorating anniversaries, historical events or cultural shifts); but most factual one-offs appearing on television or VOD platforms are very modestly budgeted. Figures range from $90,000 at the low-tiered budget level to up to $500,000 for a higher-end project, with the average near the $250,000 mark. These can vary widely in quality—from cheap "shock docs" at the bottom rung to very well-produced science and engineering programs at the top.

Feature-Length Documentaries

Technically, a "feature-length" doc is anything running more than one hour in duration; but in reality, a documentary needs to hit the 75-minute mark at minimum to be considered a credible feature. This is all due to television schedules: a 60-minute doc will fit into a single broadcast hour, which classifies it as a "one-off special"; whereas a 75-minute-plus running time forces a network to block out a full 90-minute window (and is thus a feature). The budgets for independently produced feature-length docs don't extend too far beyond the "one-off special" price points, aside from a slight bump of about 15% (i.e., from $115,000 on the extreme low end to $275,000(ish) as a middle zone up to $650,000(ish) on the higher end). Studio or network-commissioned documentary features are a different caliber: if a major television network or VOD platform makes a documentary, the budget can easily balloon to between $2 million and $10 million for a single film. But these projects are very rare (and are often designed to hit certain subjects from a specific angle).

501(c)3s: Not-For-Profit Indie Documentaries

This section focuses on a unique US tax code classification: the 501(c)3. A company organized as a 501(c)3 exists as a "not-for-profit" (or a charity).

While this might seem outlandish, some documentary projects are developed as 501(c)3s rather than for-profit limited liability companies, because 501(c)3 status allows them to be presented to potential investors as a tax-deductible charitable contribution rather than a risk-heavy investment. Equally, organizing as a 501(c)3 still allows the filmmaker(s) to take a reasonable salary or production fee for their efforts, while covering real-world production and marketing expenses.

That said, the kinds of projects organized as 501(c)3s tend to be "cause"-oriented films and focus on making wider audiences aware of a social or environmental cause or injustice. While the definition of "injustice" can be quite vague, the key factor is that once the project is completed—and when its eventual release generates a profit—the revenues will be used to support the subject at hand, rather than ending up in the hands of the investors.

In a Nutshell

Factual programs are a vital business segment in the world of film, television and new media production and distribution. While documentaries are often revered as investigative or exploratory projects that somehow differ from other works of intellectual property, one must always remember that there is a heavy commercial component to the genre (one that expects a return on investment). At the end of the day, documentary content delivers stories, just like any other narrative project; therefore, the storytelling attributes—and the pitch requirements—are essentially the same.

In short: focus on a genre that garners the most traction; filter it through a one-sided lens; tell the story through human experiences supporting that position (rather than just rattling off "facts"); and demonstrate that there's an active audience in the space willing to support the cause or take on additional information.

CHAPTER SEVEN

Pitching Family, Tween and Children's Content

Some falsely claim that kids' programs should somehow be easier to create and/ or pitch than more "serious" adult-skewing projects (dismissing youth content as an unworthy, lowbrow or even "easy" pursuit). Others slam youth content as overly commercialized, claiming that movies and TV shows manipulate kids in order to sell merchandise (e.g., toys, games, clothes). But both these views are complete misconceptions.

For starters, youth audiences span from newborns all the way up to teenagers. The brain comprehension and social awareness experienced throughout this age range—especially in the younger age brackets—require meticulous story development efforts and incredibly smart writing for a film or series to meaningfully click (far more on a per title basis than the average 18+ property). Additionally, the producers and executives overseeing youth-targeted productions must balance government regulations and advertising parameters that simply don't apply to content aimed at adult demographics. And although film and TV content targeting all demographics is open to audience feedback, the potential criticisms—and often unwritten expectations—of parents and guardians regarding the content competing for their children's attention far surpass those of adult-skewing audiences.

Let's also be realistic about the fact that children and tweens themselves are extremely selective when it comes to the content they invest time in consuming (and have unforgivingly short attention spans). While adults might give a feature film a good 15 to 20 minutes—and a TV series potentially two or three full episodes—before calling it quits, tweens might grant you a few minutes tops if you're lucky (and you're talking a maximum of 20-30 seconds for audiences aged six and under).

All these negatives aside, the youth demographic want to watch quality film and television content; and when they find a piece of media that truly resonates, they engage loyally. The same is true of entire families. Parents often seek out quality content they can watch with their children and collectively enjoy. This is why brands such as Disney, Nickelodeon and PBS Kids are so important in the media business: they are stamps of approval for parents (offering youth programs that are also enjoyable for parents). The executive teams managing these brands understand this reality: they make calculated decisions on behalf of these organizations and never take their audience's trust for granted. And the goal is not just about dollars and cents (or the avoidance of angry parent responses); almost every executive I've met working for these organizations expresses a purpose-driven pride in their efforts to positively impact a new generation through media.

While there are naysayers out there that warn about the negative influence screens can have on young minds, one must remember this is a two-way street. Media is a powerful tool. There's certainly no shortage of junk programming and clickbait out there; but this same medium has the power to educate, inspire and expose young minds to concepts, ideas and information they otherwise might not encounter were it not for a well-produced movie or TV series made available via a wide range of outlets or platforms.

Unique Pitch Factors

At first glance, films and TV content aimed at kids or tweens seems no different from its adult-targeted counterpart (aside from the tone of the subject matter). The running times of movies and of individual television episodes for both are roughly equivalent; and the genre categories, plot structures and story mechanisms pretty much follow the same patterns. But once you look past the surface-level similarities, you'll begin to realize there's a major difference between the two demographics when it comes to how information is presented.

Adults view media content with the understanding that they're seeing representations of reality. The plots may be invented and involve impossible scenarios (e.g., time travel, ghosts, superheroes, the afterlife), but we innately understand the human interactions driving these stories. We see characters that remind us of ourselves or of acquaintances; and we willingly follow story arcs that we know are completely fictional, yet exist within a grounded realm of possibility (even if a fantasized version of reality). For adults, there is a direct or linear introduction to these stories and characters; it's as if we already understand the ground rules when the film or TV show begins.

By contrast, for youth audiences, the story engagement is softer in its approach—more explanatory and much more intimate in style. Plot points, story beats and character reveals are meticulously mapped out, opening like the layers of an onion rather than the jump-cut transitions we find in mainstream adult-targeted content. The reason? Adults have more life experience to draw upon. Although youth audiences have similar comprehension capability, those under 18 generally lack the life experience to dive in head first and fully grasp the nuanced subtext.

For example, if a character in a film or series is suffering from an illness like cancer, an adult audience can instantly understand this when the character is introduced through the telltale clues of the disease (e.g., visible side effects from chemotherapy like hair loss; an understanding of medical jargon used in dialogue, like "remission" or "oncology"). An adult audience not only understands how the disease functions, but also can rationalize potential outcomes for this character (all within a split second of the character appearing onscreen). A tween or teen program would require additional information for its audience before this jarring introduction (e.g., some character dialogue early on preparing the teen audience for the realities of the illness they'll soon be witnessing). And a very young audience would require far more information presented in a progressively fluid manner to follow along. For instance, young kids would first need to understand the difference between a serious illness (like cancer) and a common illness (like the sniffles); they'd then need to further understand what cancer is and what its symptoms are; and finally, they'd need to understand the treatment process, including the concept that while chemotherapy can cause nasty side effects in the short term, it is potentially worth the hardship for a better long-run benefit.

As a sidebar, don't underestimate the capacity of young minds: tough subjects such as cancer, bereavement and illness can absolutely be discussed in programs aimed at young children. The PBS Kids series *Arthur* (adapted from the book series of the same name) tackled the very subject of cancer and chemo in the season 13 two-part episode "The Great MacGrady," which not only presented a beloved character battling against cancer, but also explored the psychological reasons as to why each character responded to her diagnosis differently (e.g., fear, denial, sadness). And *Sesame Street* tackled the concept of death and bereavement in the 1983 Thanksgiving episode "Goodbye Mr. Hooper," in which a beloved character suddenly passed away; the concept of death was discussed bluntly and openly. (Pretty complex stuff for a kindergarten audience!) However, do note these types of subjects are outliers. My point in writing this section is to highlight that one shouldn't underestimate the mental agility of youth audiences; they can be very sharp if you simply explain concepts in an age-appropriate way.

With meticulous, well-thought-through development, any complex subject can be explored. Subjects like managing emotions, science and math concepts, cultural or social understanding/awareness and even economic theories are all complex ideas that can be built into solid shows or films.

Aside from story reveals, characters themselves are also quite different in youth-targeted content. While an adult sees a character as a representation of reality (e.g. reminding them of someone they know), a young child will view onscreen characters as actual friends (e.g., real living entities). In no way am I suggesting children cannot tell the difference between make-believe and reality, but rather that kids tend to enjoy consciously blurring these two worlds together purely for enjoyment. When a character does something funny, children will often point and laugh (commenting about the event as if it happened in the room to someone they're playing with). Although this is much more obvious with younger-skewing children's programming, the same thing happens in tween/teen content. Although tweens won't pretend a character is a "real-life" friend the way a six-year-old would, they still observe the characters in age-appropriate content as idealized versions of themselves. For example, a five-year-old child might watch Elmo on TV and seemingly interact as if Elmo is a real friend; a tween, however, might watch a film such as *Harry Potter* and pretend they are in the film (portraying the role of Harry Potter), but would never voice this fantasy or verbally communicate with the characters onscreen. As tweens become teens, they begin seeing characters as roadmaps, offering milestones and cues on what it is they should be doing to fit in (or to find their independent voice). And as we finally round up to the 18+ realm, we shift again to seeing characters for what they really are: mere representations of the types of people we all encounter (disassociated reality).

Core Flavors of Youth Content

Youth-targeted content generally lands in one of three buckets:

- *Educational programs (aka "edutainment"):* These have the primary purpose of teaching youth audiences about specific subjects or concepts. Although this category technically includes boring classroom/instructional programs, mainstream educational content (referred to as "edutainment") takes a much more entertainment-driven approach and peppers educational concepts into a traditional storyline.
- *Commercialized content:* These are programs that are attention grabbing and entertaining, but are pushing an obvious "toy" or "merchandise" angle. They are either created to support a toy or other product (e.g., Mattel's 2001 film *Barbie and the Nutcracker* had the obvious objective of increasing sales of Mattel's successful line of Barbie dolls) or designed to potentially create a new line of merchandise (e.g., the mega-franchise *The Mighty Morphin Power Rangers* started as a series concept with an obvious "phase two" merchandise component).
- *Traditional entertainment:* These are standard movies, series or interactive media that are presented via known genres—drama, comedy, horror—and funneled through a youth-friendly lens that's neither overtly commercialized nor educationally driven. This is the vertical in which Disney, Nickelodeon and Awesomeness content generally lands.

Just because I've split these into three different verticals doesn't mean the categories are fully separate from one another. Unlike the 18+ demo, where content is very much boxed into its specific market category or genre, the kids/family and teen realm allows for—and even flourishes with—a degree of spillover between the core verticals. For example, many educationally focused programs later grow into very popular brands, allowing for revenue generation from toys, books and games (e.g., *Sesame Street*'s popular retail merchandise generates strong revenues, yet in no way negatively impacts the perceived quality of the educational information). And just because a property is blatantly commercial in nature doesn't imply that legitimate educational themes or ideas cannot be meaningfully relayed or interwoven (e.g., *Barbie and the Nutcracker* certainly helped Mattel sell more Barbie dolls, but arguably exposed a wide range of young girls—who otherwise might not have had the opportunity—to ballet, to the classic story of *The Nutcracker* and to the music of Tchaikovsky).

And while the traditional entertainment vertical—general movies and TV series—might not have an obvious educational theme or commercial underpinning, it still weaves in important social and developmental concepts. There are often overarching themes about family, friendship and social tolerance built within a story—all while pushing a "pay it forward" plotline or emphasizing the power of an individual to initiate positive changes in the world. These valuable concepts don't often pop up in everyday caregiver/child conversations, which makes a quality film or series a great way to introduce these ideas to young minds eager to learn about the world and understand their place within it. And if the program is successful enough—and impacts a child in a positive way—very few parents would see a line of toys as a negative; the merchandise could even serve as a reminder of the positive messages from the film or series.

From a pitching perspective, you can absolutely blend two or even all three of these flavors together. That said, I would suggest that you focus on one overarching flavor as your primary vertical (one that best captures the feel and audience of your concept), in order to give your project a solid foundation. With a primary vertical established, the other flavors can be folded in, like the B and C plotlines of a story. To do this effectively, it's good to have a solid sense of the goals of your project. Is your core objective to create a story that inspires valuable lessons? Are you working to teach or educate a youth audience on specific educational topics? Are you simply trying to create a fun family story through the perspective of a youthful hero? Or are you hoping to strike it rich with a new line of merchandise you hope to sell? (The answer could be a combination of these; but only you know the project you're creating.) One vital note: these three flavors do not replace the importance of story or of solid characters; they just help build your general target audience and project framework.

Youth Market Age Brackets

Brain development and mental comprehension are all over the map in the under-18 crowd. Unlike adult-skewing demographic ranges, which span several years (sometimes across multiple decades), youth demos tend to be lumped together in shorter groupings (e.g., five to seven-year brackets for older youth viewers down to just one to two-year brackets in the newborn to preschool range).

If you're working on a story concept for the youth market, it must fit cleanly into one of the following age brackets:

- Newborn: 0-2
- Preschool: 3-5
- Early education: 4-7
- Elementary education: 5-9
- Elementary education: 6-10 (You're not seeing double here; "elementary education" is split into two groupings. The first covers five to nine-year-olds, while the second is aimed at six to nine-year-olds—just enough to allow for slightly more mature concepts/themes.)
- Middle school: 8-11
- Young adult (YA): 12 and upwards (This can really include anyone aged 10 or over.)

By no means does this imply your project cannot feel inclusive or entertaining for others outside your primary age group; but having a clearly targeted demographic provides an executive with a clear filter through which to evaluate your project.

A few ranges cross over, especially from age four to 10. The tastes, interests, academic capabilities and sensitivity levels within this range can vary greatly. For some eight-year-olds, a spooky paranormal show like *Are You Afraid of the Dark?* might be way too scary; for others, it might feel childish. For a science-based series, some six-year-olds might be very aware of complex concepts like time, gravity and why the moon moves through phases in the night sky; but for other six-year-olds, these concepts might fly right over their heads (and their attention out the window).

Understand exactly which audience age range you're targeting. Include these age brackets in your pitch materials: they will help focus the development executives, allowing them to better evaluate the project.

Content Approaches by Age Grouping

Although there are important notes for each of the above age brackets, we can simplify the basics by boiling things down into four basic groupings:

- preschool;
- elementary;
- tweens; and
- teenagers.

Preschool (Newborns to Age 5)

Preschool audiences tend to gravitate mostly toward "childlike" characters—ones that feel more like friends than protagonists (and that invite them to join in on their adventures). At a surface level, content aimed at the preschool demographic appears very simple; but in reality, quality content in this realm is painstakingly thought through, allowing for very complex ideas to be presented in a way that young children can fully understand.

Although very early childhood programming can occasionally exist simply as musical compilations—especially programs aimed at toddler and newborn audiences—don't discredit these as lacking careful planning and execution. Compilation videos comprised of video images set against public domain music—"Wheels on the Bus", "ABCs" and other children's songs—can include educationally driven offerings (ones that teach and encourage critical thinking skills).

Regardless of the specifics of the content itself, one of the best mechanisms to engage with a young audience is a main character that feels like a "friend." The famous *Sesame Street* character Elmo is a great example of a character essentially appearing (and behaving) as a fellow toddler or pre-schooler—once described by *Sesame Street* executives as a four-year old—for young audiences to identify with. They feel as if a friend is inviting them along on an adventure and speaking to them at a level they can understand. (The same could be said of Big Bird, among other *Sesame Street* characters.) While to non-parents, the notion of a four-year-old might evoke assumptions of obnoxious attitudes and meltdowns, the reality is that four-year-olds can ask some pretty profound questions (e.g., "Why do objects always fall down and not up?" "Why does my heart beat faster when I run?" "Where does the sun go at night?" "Why do people hurt other people?" "Where did people come from?").

In the televised adaptations of the *Maisy Mouse* books, the animated character Maisy and her close friends Eddie, Tallulah and Cyril are all animals that speak completely in toddler gibberish. It's purely up to the adult narrator—who is male in English, but female in the French version—to interpret what's occurring onscreen and describe the decisions Maisy and her friends are making (asking questions like, "What are you going to do with that?" and "What are you going to pretend now?"). The narrator is serving the role of parent or caretaker, while Maisy and her animal friends represent a group of youthful toddlers—speaking gibberish and needing assistance with what they should be doing.

This concept can also be seen in Nickelodeon's hugely successful *Blue's Clues*. Spanning multiple seasons, *Blue's Clues* exists as an entirely animated series, with the exception of a live-action human actor that leads the program (shot in front of a green screen). This human actor—although obviously an adult—dresses in oversized colorful clothing and both speaks and behaves like an excitable preschooler. He feels like a friend playing and interacting with our young audience, engaging them and asking questions much the way a friend would.

The YouTube sensation *Blippi and Friends* also embodies this attribute of a live-action adult dressing in a childlike way and adopting childlike mannerisms. Although clearly an adult male in his 30s, Blippi's personality is that of a kindergarten-aged child amazed by everyday experiences, like watching dump trucks, playing at playgrounds and conducting basic science experiments.

As preschoolers get older, reaching the cusp of early elementary education, their ability to separate toddler-like behavior from what's acceptable and what's inappropriate becomes more acute. Consequently, so too do the structures and narrative mechanisms of the content with which they engage.

In the hugely successful book series inspired from the original *If You Give a Mouse a Cookie*, we see the blossoming friendship between a young boy (Oliver) and his animal friend, simply named Mouse. Adapted into an animated kids' series on Amazon, *If You Give a Mouse A Cookie* compiles characters from the entire series of *If You Give…* books, including *If You Give a Moose a Muffin* (featuring Moose and his human counterpart, Henry) and *If You Give a Pig a Pancake* (featuring Pig and her human owner, Piper). But at a deeper level, the animal characters—Mouse, Pig and Moose—all represent the "kids"; whereas the human kid characters (Oliver, Piper and Henry) actually serve in the adult or parent role. So, although youthful audiences identify most with the fun, childlike protagonists (Mouse, Pig and Moose), they're reaching an age when they can separate "childish" behavior from more mature, responsible behavior—and can thus identify (at least a little bit) with Oliver, Henry and Piper.

Elementary (Age Five to Nine)

Several interesting developmental stages occur within this age range. For starters, kids transition from non-readers into readers during these years (with a major proficiency boost taking place from ages six to eight). A child's attention span greatly increases during this period; as does their ability to grasp more abstract concepts. As a result, content aimed at "elementary" audiences tends to shift from shorter-form stories (seven minutes to 11 minutes) to mainstream full-length productions (half-hour TV episodes or 85-plus minute films). The content itself visually shifts from animated programs to live action; and the story—character issues, plotlines, concepts—can become more complex without the additional layers of explanation used in the preschool zone.

As an example, the PBS Kids hit *Ready, Jet, Go!* nails the younger end of the "elementary" age bracket. The series is built around a group of young kids, with one catch: one of the "friends" (named Jet) is actually a human-looking alien from a distant solar system. Because Jet has access to cool alien technology, he and his Earth friends dive into fun adventures that incorporate educational lessons about basic astronomical phenomena (e.g., why seasons change; differences in star sizes; and differences of gravitational pull in relation to the size of a planet or a moon). The program also peppers in silly humor that is relayed verbally, rather than the slapstick visual humor aimed at the preschool crowd. Added to this, although episodes are comprised of two 11-minute "stories" (patched together to form a full television half-hour), these are interlinked with live-action interstitials featuring a real-life scientist (Dr. Amy Mainzer), who describes science experiments based on the themes of the episode. This progression of more complex stories with a subtle shift to include live action is a big shift for traditional elementary audiences.

One note on animation: there's certainly no rule that preschool content must be designed as animation (or that animation must shift to live action during the elementary years). *Sesame Street* includes minimal animation: the series is built primarily around live action humans interacting with colorful puppets; yet it has been a preschool sensation for decades. And no one would mistake *South Park* or *Family Guy* for "kids" content, despite their animated visuals. The only point to keep in mind is that most preschool and early elementary-aged kids prefer animation over live action (preschoolers really enjoy the recognizable simple shapes and bold colors). If a series in this age bracket will be live action or have live action elements, it should cater to the interests of that audience (e.g., bright costumes, animated gestures). And when older elementary kids develop a preference for live action—generally around age eight or nine—that live action must still have some added visual flair (e.g., the sets, wardrobe and graphics of *iCarly* feel a step closer to the colorful world of animation than to real life).

All that said, the themes and concepts in the "elementary" space should remain quite grounded and family appropriate. We're talking about an audience that are still losing their baby teeth and haven't yet finished third grade (meaning most of the sex education topics remain pretty high level at most). Keep the subject matter clean, but have the confidence to explore some pretty "big" ideas in a way that will be fully understood.

Tweens (Ages Nine to 12(ish))

In the tween years, things start getting complex. This is when the YA demo starts to take hold. And it's compounded by that awkward rite of passage known as puberty.

Although most tween content remains pretty clean—with the *iCarly*-type crowd continuing to binge—this is also a period when shows can start to address far more realistic character situations. A tweenager understands a great deal about the real world—both the good and the bad—and doesn't want to be forced into watching content that treats them as if they're immature. Yet as much as a tweenager might "feel" mature, in many ways their understanding of certain topics—sex, violence, illness, bereavement—is still somewhat limited when it comes to the nitty-gritty details.

And that's where programs like Disney's *Andi Mack* land. This coming-of-age series follows a 13-year-old girl and her group of middle-school friends. What makes it unique is that at the start of the series—the night of Andi's thirteenth birthday—her "older sister" Bex confesses that she is actually her mother (Andi is the product of an unwanted pregnancy). This is a pretty jarring beginning to a tween series, but one that perfectly balances life's "realities" in a tween-minded way. Added to this, in a later episode, one of Andi's best friends (Cyrus) comes out as gay—the first Disney character to do so. Although several elementary programs feature same-sex couples as parents, they are simply presented as "being that way" (elementary audiences accept that different types of families exist, but little attention is paid to the "how" or "why" in the earlier years). But the tween demo can understand quite a bit more and are mentally able to pick up more subtle clues.

Not all tween content adds these layers of "realism" or pushes boundaries; most remains squarely in the "family-safe" realm. But even through this "safe" lens, tween characters will inevitably have innocent crushes and potentially a first kiss at the end.

Which path is best for you when starting out? From a purely business perspective, my advice would be to focus more on the family-friendly side of tween content (at least at the start of your career). The outlets that are willing to showcase edgier tween content tend to be major studios and networks, which craft such projects very carefully for their specific audience base. On the independent side—where you're far more likely to gain traction early in your career—the available television slots, theatrical screens and VOD outlets favor "family-safe" content over more boundary-pushing projects (which means "family safe" is more appealing to development executives and distributors). In no way am I suggesting edgier tween content cannot find a home (or that you should ditch a passion project with a theme that drives you); I'm only suggesting that you shelve the riskier content until you have established a professional track record. When starting out, the family-safe realm offers far more paths to securing your first major break.

Teenagers (Ages 12 to 17)

Phase two of the YA category focuses on the world of teenagers. Audiences in this age bracket have gone through puberty and are now seeking advice from their onscreen peers on how they should be living out their teenage years.

While tween content can take on more "adult" subject matter—as outlined with *Andi Mack* above—these topics are presented in age-appropriate ways (often in a manner that most parents wouldn't object to). Teenage content, by contrast, can push boundaries further and more boldly. The themes that are explored might include substance abuse, loss of virginity, fitting in socially and the school/home life balance. Rarely are these depicted in graphic ways—most teens still require an adult to get them into an R-rated movie—but access to R-rated or TV-MA content is absolutely possible via online platforms.

My main takeaway on teenage content is that it's often depicted through the eyes of a socially awkward junior-high or high-school kid—a young adult who feels they're lagging behind their more successful peers. This can be presented in a variety of ways, but generally focuses on either someone that never seemed to fit in—like the kids *Superbad* or the *American Pie*—or a character that's new to school and hasn't yet learned the ground rules and social hierarchies (e.g., *Mean Girls*). They see excess everywhere—everyone has what they want—and they go on a journey to obtain what they assume their peers have. What's ultimately discovered is the "grass is always greener" phenomenon: the "cool kids" aren't having as great a time as one would think, and our hero has a lot more to offer than they initially gave themselves credit for.

For content creators and writers, teen content is much closer to home in terms of reflection: we can remember being in high school and—from an objective and mature adult perspective—can see the absurdities of our behaviors, thoughts and fears. We can reflect on these years and remember how focused we were on things that seem trivial today.

There are three basic styles of teen content that work best:

- the raunchy comedy (e.g., sex/bathroom humor and/or crazy adventures such as *The InBetweeners*, *Wet Hot American Summer*, *Road Trip* or *American Pie*);
- the coming-of-age dramedy (e.g., a teen evolving into a mature adult with flashes of humor; examples include *To All the Boys I've Loved Before*, *Lady Bird* and *Eighth Grade*, along with classics like *Clueless* and *The Breakfast Club*); and
- the teen drama (e.g., shows or films depicting teen relationships, hardships and personal struggles through a "serious" lens, such as *One Tree Hill*, *Gossip Girl* or *Friday Night Lights*).

Teen content can also weave in the co-viewing experience. Occasionally, a project can be built to appeal to the entire family (e.g., *The Wonder Years* and *Never Have I Ever*); but most teen "co-viewing" aims to foster either mother/daughter relationships (e.g, *Gilmore Girls*) or father/son relationships (e.g., *Friday Night Lights*).

"Family" Content (aka Co-Viewing Opportunities)

While "co-viewing" generally implies content that's interesting to both male and female viewers—films and/or series that are collectively engaging for couples or groups of friends—in the youth/family space, "co-viewing" refers to content that's interesting both for children and for their parents or caregivers.

The catch with co-viewing is that in order for the whole family to find the content entertaining, the kids must be engaged. Therefore, at its core, a film or TV series must first be constructed with the primary flavor and age group clearly outlined (and the kids' interests top of mind). Once this project lens has been established, other elements can be woven in that will make the project appealing for the entire family.

But family content isn't just about making kids programs more tolerable for adults—justifying the expense of tickets, snacks and/or toys; it's about satisfying the desire for parents and guardians to actively spend time with their kids. Watching a child laugh in response to onscreen jokes or physically squirm with excitement can be a great feeling for a parent; as can hugging a child or holding their hand during a scary moment. These experiences can turn a standard movie or TV show into something that parents and children can bond over.

The Walt Disney Company, DreamWorks and Nickelodeon have all mastered this balance. The executives and story artists working for these branded outlets can keep concepts simple enough for children to grasp (maintaining their attention span in the process), while peppering in enough high-level concepts to keep adults tuned in. The humor and scenarios are clearly developed for children, but equally manage to tap into the emotions of adults.

A film like *Wall-E* (developed and produced by Pixar and released/marketed by Disney) is universal in its concepts. The film has very little dialogue and is visually easy to follow for kids, but allows parents not just to find interest in the plot, but also to see how their actions today could negatively impact a hypothetical world in the 29th century (when the film takes place). On a less serious note, the eOne commercial hit *Peppa Pig* offers kids engaging short stories with a very relatable (albeit sometimes bratty) set of main characters; while humorous and clever lines of dialogue perfectly capture the absurdities of everyday life (e.g., political or social situations) and nail the experience of adulthood, parental exhaustion and child rearing.

As kids age, elementary and tween content tends to center on plots of adventure or discovery told through fun characters with clear social circles. The PBS Kids series *Ready, Jet, Go!*—discussed earlier in this chapter—focuses on a tightly knit group of friends (who serve as staple characters—ones parents can identify with in their own lives), while still offering great scientific insights (with which many parents might be unfamiliar, enabling them to learn themselves in the process). And programs like *Andi Mack* give parents a sneak peek into more mature issues—alternative family structures, unplanned pregnancies, friends coming out as gay—enabling them to talk with their kids about these subjects.

Co-viewing at the teenage level is much less complex: it generally just involves a strong and engaging teen protagonist along with an adult figure (a parent or equally another adult with whom they're close). Both exist within their own independent lives and make independent decisions (with the teen serving as the A story and the adult as the B story); but periodically, they check in with one another and share insights that positively impact their own individual journeys. In *Friday Night Lights*, many of the male teens are lost, but find a positive adult role model in their coach. In *Gilmore Girls*, mother and daughter both experience major dramatic changes in their lives, but depend on each other to work through them.

Bottom line: great family or co-viewing content is always in demand. Regardless of what specific project(s) you might be creating for the youth market, if there's a way to make the scope and feel of your story appealing to the entire family—without losing your youth-centric framework—then definitely weave it in.

Television Running Times and Content Duration

Television content targeting the tween and teen demos generally clocks in at standard intervals—that is, 30-minute, 60-minute or (occasionally) 90-minute episodes.

By contrast, younger audiences—especially in the newborn, preschool and early elementary brackets—can have episodic runs of 11 minutes, seven minutes, five minutes, three minutes, two minutes and even one minute. (Many of these programs are based on successful children's book franchises, where the book might only be read by a parent or guardian for a few minutes.)

Although VOD platforms (e.g., Netflix, Disney+, Hulu) feature short-form programs, traditional television broadcasters (and international channels) still operate with 30-minute and 60-minute TV slots. To fill the slot, the short-form "stories" simply get spliced together. A broadcast-ready half-hour (with commercials) can easily be patchworked together from two 11-minute stories or three seven-minute stories. The much shorter content (under the five-minute mark) tends to perform best as interstitials between other programs—generally broadcast in slots that don't allow commercials (yet have space that needs to be filled) or when very young audiences require a constant refresh of new content to maintain engagement.

When planning a season of youth-oriented content, try to calculate the minimum number of short-form episodes required to make a commercial half-hour. A good minimum number of episodes for a season would be a total of six full broadcast-ready half-hours. So, if you were aiming to create a collection of 11-minute "stories," you'd need 12 total 11-minute stories to yield six broadcast-ready half-hours (referred to as 12x11′). If you were aiming to create seven-minute episodes, you would need 18 total seven-minute stories to fill a slate of six half-hours (referred to as 18x7′).

Although a 12x11′ or 18x7′ math equation might take someone unaccustomed to industry specs a few moments to calculate, an executive working in the youth programming space would quickly crunch these running times and see the full six commercial half-hour (6x30′) opportunity. But this is not a fixed number: you could easily aim to lock in 10 or even 14 half-hours. Although more episodes are always preferable, the absolute minimum number of broadcast-ready episodes in your pitch should be no less than 4x30′.

However, not all seasons are ordered in full. A successful kids' pitch could receive a 12-episode season order from an executive, but this might be split into two separate parts (e.g., Season "1A" and Season "1B"). Season 1A would be a 6x30′ batch, as would Season 1B, totaling a 12x30′ episode order when added together.

The reason for this—aside from cost, should the show turn out to be a ratings dud—is that the content can be programmed more fluidly throughout the year. An adult program might start broadcasting or streaming in September or April (big "ratings" launch months), with episodes programmed out week by week. But a kid will likely not be able to wait an entire year for the next season; and executives risk their core demographic aging out of the program by the time the second season arrives. Producing and releasing kids' shows on split orders allows for smaller, steadier batches of fresh content—which keeps the program top of mind for kids, parents and advertisers. As some kids age out of the demo, others will age in and discover the program. Another reason for a split order is kids' unforgivably short attention span for content that doesn't resonate; a Season 1B allows executives and story artists to correct anything that hasn't performed well in Season 1A. (As a side note, the monies from a split order deal are treated like a standard step deal: monies tied to Season 1A are payable only in relation to Season 1A and the same with monies tied to Season 1B.)

Movies for Youth Audiences

Feature-length content can absolutely work in the preschool and elementary brackets; but for indie filmmakers, youth movies should be primarily aimed at children aged seven and upwards. The ideal age bracket for indie youth movies is tweens (aged nine to 12). Younger crowds will simply lose interest without all the bells and whistles of a major studio film (and even those sometimes aren't enough); while teenaged audiences generally latch onto heavily marketed studio fare or older-skewing indie films. But the tween demographic is a sweet spot for independent youth-driven and family co-viewing content.

There are three categories of commercial tween films:

- *Male-centric:* Male-targeted storylines are linear in their evolution, moving from one problem to the next towards the achievement of an overall objective. These are generally "adventure" stories, in which our heroes must embark on some type of risky endeavor—overcoming their own personal fear in the process—in order to accomplish some greater good or purpose. As an example, *The Goonies* is a very straightforward male-centric tween adventure about a treasure hunt; there are certainly female characters populating the film, but the storytelling primarily jumps from one problem/adventure to the next until the discovery of the treasure saves the day. Other examples include *The Kid Who Would be King*, *Home Alone*, *Stand By Me* and the *Harry Potter* franchise.
- *Female-centric:* Female-targeted tween stories can feature the same plot objectives as male-targeted films, but they incorporate many more social

elements (with an added emphasis on friendships and social dynamics that's not as common in male-targeted content). Although love stories can absolutely exist within a male-centric film, the latter are more "objective" (e.g., an outsider finally getting attention from a girl he's smitten with). A female-centric film would have a much more socially complex love story, in which the protagonist might strategize with close friends—or even befriend a social enemy—in order to achieve her goal. The classic film *The Parent Trap*—both the original and the remake—perfectly encompasses this type of female-driven social approach (using social strategy to achieve a goal). Other examples include *To All the Boys I've Loved Before*, the *Twilight* saga and Disney+'s *Stargirl*.

- *Family co-viewing films:* This content must first be clearly filtered as either male-centric or female-centric, to hook or attract the core audience; once this tween-centric plot line has been established, the "family" angle can be woven in. A co-viewing family film includes a strong parent-like figure with whom our tween hero can interact and learn from. On the male-centric family side, *The Karate Kid* features a student-teacher relationship and *Friday Night Lights* a player-coach relationship. On the female side, relationships can be more nuanced and complex; for instance, *Lady Bird* presents a strong yet complex mother/daughter relationship (at times the mother is the antagonist, while at other points she is a pillar of strength). Another way to view what works in the family co-viewing tween space is to picture your project as one you might have enjoyed in your tween years (identifying with the tween character), but could equally enjoy later as an adult or parent (experiencing the same film or story through the adult or parent character's perspective).

As a quick sidebar, let's consider the main character of an indie tween feature. In Chapter 3, we explained that a feature film should always be told through the lens of a single protagonist: we should experience the world (and their problems/objectives) through their eyes. The same holds true in the tween space. But a tween protagonist should be an unsung hero. They should start at a point of extreme insecurity. (Even if they are emotionally secure at the very opening of the film, something that happens in their life should knock their sense of self out of alignment within the first 10 pages of the script.) Our hero is not one of the "cool kids" and is likely experiencing some kind of "fish out of water" crisis. This allows for an extremely wide range of story options (e.g., emotional/social insecurity, as seen in *Lady Bird*; or physical insecurity, as seen in *Tall Girl* or *Juno*). This relatable "outsider" feeling captures the experiences of this age bracket while also reconnecting potential adult viewers with their younger selves (or with the current experiences of their children). The level of insecurity can be tweaked to great effect: Napoleon in *Napoleon Dynamite* is constantly picked on; whereas Max Fischer's character in *Rushmore* comes across as extremely self-confident, yet is covering an emotional void.

Themes and Concepts That Work

Regardless of whether your concept is aimed at teens, tweens or young kids—and regardless of whether it's male-centric or female-centric—the following high-level themes and concepts consistently work across the board. These concept categories offer intriguing story frameworks that perfectly balance fantasy with real-world character interactions and conflicts. Whenever I'm working with youth-centric content—whether on the pitching side or on the presales side—I always sense an increased level of interest from my clients when presenting projects in the following verticals.

Treasure Hunting

Hunting for buried treasure is a time-honored game played by kids around the world. The idea of digging up something valuable—that's been hidden under everyone's nose for years or even centuries—is a fun concept. While this works well in youthful elementary-level adventures, treasure-hunting themes can be just as interesting for tween, teen and co-viewing family audiences. The treasure itself is just a means to an end; there must be a larger problem at hand—one that parents, police or other adult authority figures are unable to solve on their own. Our kid heroes can step up to the plate and solve the problem at hand because they're still willing to believe in the concept of buried treasure (which the adult characters dismiss as myth or legend). A classic film like *The Goonies* is a great example; as is a more modern TV series like *Dive Club*.

Mysteries

Playing detective and solving mysteries is a concept that works across all audience demographics. An early interest in mysteries emerges in kids as young as six or seven, and tweenaged kids can grasp pretty complex mystery plots. Classic examples of this genre in action range from *Scooby Doo* at the kids' level to more mature adaptations of teen-targeted book franchises like *The Hardy Boys* or *Nancy Drew* (both of which have been rebooted countless times). What makes a mystery story really pop for youthful audiences are scenarios where the adult characters—police, parents, etc.—can't see all the facts and/or overlook vital clues (or when our youthful heroes see or witness something the adult characters are not privy to). As with treasure-hunting adventures, the concept of kids stepping up to the plate when the adults in the room can't get the job done allows for a very fun youth-driven story.

Human/Animal Relationships

These stories focus on a young but troubled or isolated character who is introduced to an animal and develops a unique bond with them. The idea is that our protagonist is dealing with a larger problem in life (e.g., the pressures of shifting from childhood to teen years, moving to a new home, a potential abuse situation, a disability), and consequently isn't easily understood by other people. Through happenstance, they encounter an animal (one that equally isn't "understood" by others and is also a kind of outcast). Together, human and animal click. The initial bond with this animal leads our protagonist to meet a collection of characters they otherwise never would have encountered (which opens the door to early love, achievements and other strong youth/developmental themes). Common themes include "boy and his dog" stories (*A Dog's Purpose*, *My Dog Skip* and the incredible *Air Bud* franchise) and "girl and her horse" stories (e.g., *Adeline*, *Saving Sloane*, *Centurion*, *Black Beauty*). As a quick aside, these films could easily be "girl and her dog" films or "boy and his horse" stories—the concept is gender neutral. Of course, dogs and horses are not the only species to choose from: chimps, cats, bears or any other creature can work if the human/animal bond feels genuine (though I'd avoid less cuddly animals, such as lizards, snakes or rodents). Another plus about this category is the sales potential: I can attest from personal experience that a film or series with an animal on the poster will always command attention (with dogs and horses being the leaders).

Young People Doing Big Things

A recurring theme explored in kids' content is the concept of what people are truly capable of accomplishing when they believe in themselves. Many youth-targeted programs and films are constructed around a story in which adults are attempting to deal with an issue but are somehow struggling to make progress; it's up to our young protagonist to step up and complete the task (often without help from, or unbeknown to, the adults). In other circumstances, our protagonist has a specific objective; but while they may ask for help from adults, teachers or similar figures, they ultimately realize they must depend on themselves in order to accomplish it (with the support of a few close friends or an unexpected adult character). Hard work, honesty/sincerity and self-belief enable the youthful hero to stand up against all odds, yielding a powerful and positive outcome for all. Examples include *Akeelah and the Bee*, *Wadjda*, *Remember the Titans*, *Because of Winn-Dixie* (which also includes a dog, by the way!) and even *Pay it Forward*.

Finding/Serving as Positive Role Models

In complete contrast to the unapologetically flawed characters of adult-oriented television shows, a youthful protagonist should possess all the attributes of a positive or ideal role model. They should be kind, patient, understanding and—most importantly—willing to apply new information. By this last comment, I mean that as each lesson is learned, the protagonist should acknowledge and accept it, and thus expand their world view. For example, Daniel Tiger in the preschool-focused *Daniel Tiger's Neighborhood* is scared of the dark, but he learns there's nothing to be afraid of; he then applies this knowledge to help a friend who's also scared of the dark. Mouse from *If You Give a Mouse a Cookie* inadvertently creates a major problem due his overwhelming desire to help a friend, causing more harm than good, which frustrates him. But with the positive reassurance of his friends—through applied teamwork—Mouse corrects the problem and learns how to put the needs of others before his well-intended—but often incorrect—assumptions of what they want. This concept is just as applicable to older-skewing youth content: in *Andi Mack*, when Andi's best friend Cyrus comes out as gay, Andi accepts and supports Cyrus for who he is; and when the ensemble cast of *The Breakfast Club* open up to each other about their struggles at home, they realize they have much more in common than they thought and comfort one another (becoming the *de facto* family they all need).

Band of Outsiders

Everyone feels a bit like an outsider in their younger years. From elementary through high-school years, we all experience periods of self-doubt and try on different social/lifestyle "hats" in our evolving journey of self-discovery. This by no means requires you to focus on depressing storylines; it is rather a useful lens when fleshing out the characters you choose to write about. Of course, this can be relayed in a wide variety of ways: many people have a confident demeanor on the outside, yet internally are self-conscious and needy. What's important is that your core group of heroes are not the "cool kids"; they see others who seem to have it all (whom they aspire to be like) and consequently feel inferior and/or disconnected. This can be blatant—where the characters embark on a journey specifically to become "cool" or to achieve the lifestyle they perceive others are experiencing (e.g., *Superbad*, *American Pie*); or more subtle, where our heroes are confident within themselves but are realistic that their interests aren't mainstream and therefore keep to themselves (e.g., *Are You Afraid of the Dark?*). Writing about characters on the fringe always works because that's essentially how everyone feels at this age. This even works with co-viewing stories, because adults will recall feeling this as well.

Don't Focus (Too Much) on Toys and Merchandise

While it's true that film/TV-related merchandise—books, clothing, toys, games, etc.—is a very lucrative revenue stream for companies (and I did mention "commercialized content" as one of the three main flavors of youth programming), merchandising potential generally isn't at the forefront of most development executives' minds when evaluating new projects.

A project must first have an audience before it can develop, license, manufacture and eventually distribute merchandise. Storytelling basics such as theme, concept and character(s)—the elements that will truly engage young audiences—are the most critical talking points when pitching kids/teen content ideas. A media property can have all the elements for associated toys and apparel—cool gadgets, cute characters—but if there's no audience on the other side engaging with the content, there will be minimal interest in the merchandise.

Some companies specialize in merchandise. There are entire conventions and markets—similar to film festivals and TV markets—that focus solely on the licensing and brokering of merchandising licenses (e.g., where a toy company would acquire the rights to produce action figures or board games based on certain intellectual property). But the companies brokering these types of deals aren't really in the content business; they're in the brands business. Take toy giant Mattel, Inc., known for its portfolio of powerhouse brands like Barbie and Hot Wheels. Mattel has dabbled in the production and distribution business over the years by creating film and TV content based on its managed brands, although the content has seen limited success: it tends to feel like an extended commercial rather than a narrative project, because at heart Mattel is really a brand manager, not a studio. Compare this with media-first companies like PBS Kids, Nickelodeon and The Jim Henson Company: these entities excel at creating original content for youth audiences and have a content-first approach, where merchandising discussions take place only once a project is a success. A few companies straddle both—the most obvious being The Walt Disney Company, which can pump out incredible media content while gaining a significant amount of revenue from Disney stores, theme parks and products. Note that none of these companies would be considered small: each is massive, with thousands of employees and billions of dollars in annual revenue.

The core takeaway is that although it is important to understand the relationship between great kids' content and merchandise potential, you don't need to spend too much time and energy in your verbal pitch or pitch materials highlighting this fact. Focus on story—specifically, on why a youth audience will engage with your idea. Prove it with data and showcase how your program functions as a positive moral addition (either via educational means or other). This is what will hook an audience and therefore pique the interest of executives.

(Sidebar: although it is advisable to leave merchandising out of the early stages of the development pitch, it should absolutely be addressed during the legal sign-over of your rights, so you get a piece of the hypothetical pie if merchandising revenues are derived from your concepts. Check out Chapter 8 for more details.)

Government Regulations on Children's Content

Most countries have guidelines on content directed at children. To give a sense of the requirements that apply to children's educational content in the US, consider the regulations introduced by the Federal Communications Commission (FCC) through the Children's Television Act.

Each broadcast network must air at least 156 hours of core programs designated as educational and informational each year (referred to as "E/I" content), with a minimum of 26 hours per quarter. These must be regularly scheduled programs. Also, these hours cannot simply be relegated to a lower-powered station or made available for streaming only; there are explicit rules on how they must be transmitted. Other regulations apply to issues such as:

- duration, meaning a program must fill a 30-minute slot;
- broadcasting times, which must be between the hours of 6:00 a.m. and 10:00 p.m. (so networks cannot shove the programs into overnight slots with lower ratings);
- identification—channels must include an "E/I" symbol onscreen to make clear the nature of these programs; and
- advertising—content targeting children aged 12 or younger cannot have more than 10.5 minutes of ads on weekends, although 12 minutes of ads are allowed on weekdays.

While this might seem overly specific, the US is actually quite lax in terms of what is permitted: core programming for children must offer a substantial amount of non-commercial content and cannot be primarily intended for commercial purposes (but can still have commercial potential). Other countries—especially in Europe—have outright bans on ads of any kind during these slots, and view the concept of selling products to children as an infringement of civil liberties and an abuse of a child's naivety. (However, it's important to note that these are often non-commercial government-managed channels funded by tax monies, which thus do not require the income ads offer.)

What's interesting is that these rigid parameters have created an opportunity for smaller companies to blossom as E/I leaders. Since the FCC requirements are complicated to follow—and few indie programs tick all necessary boxes—these E/I distributors have created entire libraries full of E/I-qualified programs that can be licensed throughout the US at premium rates so that regional channels are FCC compliant.

At present, ad-supported digital platforms such as YouTube are not bound by the same rules and regulations as traditional broadcast networks; but in time, this will likely change. Technology moves rapidly, leaving governmental regulatory boards struggling to keep up; but the FCC and other similar governmental regulatory bodies will eventually apply similar frameworks to digital and other new media outlets easily accessible to youth audiences.

Dubbing and Language Requirements

Young kids are not proficient readers; therefore, programming aimed at a youth audience—especially preschool and early elementary-school viewers—should be dubbed into local languages and dialects. Although certain regions of the world—such as Asia, the Middle East and Scandinavia—are considered by distributors to be subtitle-friendly territories (as linguistic dialects vary drastically and the lower license fees don't justify the costs of dubbing), dubs are still required for all youth-targeted programming.

Savvy producers and content executives have learned to live with this reality. As a result, they have "dub-proofed" their programs to allow for seamless—and much less expensive—dubbing.

Consider the megahit *The Mighty Morphin Power Rangers*. When these characters are fully suited up, we just see their helmets bobbing up and down onscreen, with no mouth movements (which makes it quite easy to lay in a foreign-dubbed voice). Another example is the Dutch *Miffy and Friends* television adaptation of the *Miffy* children's book series. The characters have no mouths—just an "x" where their mouths should be (allowing for a very simple audio dub without any synching). The same holds true for *Teletubbies* and the *Maisy Mouse* franchise, among countless other examples.

Understanding that a dub is vital for international youth program distribution can allow a production team to plan creatively ahead—incorporating simple tweaks that can save lots of time (and money) further down the road. When pitching a project, building in (or highlighting) such nuances can greatly elevate the global reach of your particular project. From a creative standpoint, you should think globally. Would a child or tween from another country—who speaks a different language—still relate to the content you're presenting? And can the characters you've created be easily dubbed over?

Production Factors and Unique Considerations

In Chapters 3 (feature films) and 4 (scripted TV shows), we broke down the common production approaches (e.g., number of shooting days) and budget parameters that influence the cost of each format (e.g., series, film). From this perspective, the budgets and production schedules of youth programs are essentially in alignment. So, feel free to apply the ballpark financials and shooting schedules outlined in these earlier chapters to any youth-centric content you're developing. However, there are also some unique considerations regarding youth-targeted projects that are worth flagging.

One major difference is that when dealing with live-action minors, their on-set working hours must be scheduled differently than those of adult cast members. Also, kids working on a movie or series are not excused from legally mandated education requirements and must therefore have a certain number of on-set classroom education hours logged via an accredited teacher/educator. There are subtleties to these rules and regulations, so it's highly advisable to consult with an experienced producer or assistant director who is knowledgeable about this topic when thinking through the logistics of your project. Their insights could greatly affect the ages of the children you're writing about; or even offer you the opportunity to structure your project more creatively in order to circumvent these logistical requirements.

Story is paramount and there are concrete ways to build a shooting schedule that accommodates the needs of child actors. But it's important to remember that each child role will require a bit of insight. A high-level understanding of the basic parameters and rules in advance of a pitch meeting can assure producers that you understand these nuances and are willing to find collaborative ways to maintain the integrity of the story while accommodating the legal guardrails production teams must work within.

Know Your Target Audience

In order to meaningfully build a youth-targeted project that will gain traction, you need to know how to connect with your intended audience. While this is true of any project you're working on, it's especially important with kids, tweens and teens.

If you're developing a science-based series for kindergarten-aged kids, you need to understand how that age bracket absorbs information and be able to answer the kinds of questions they might ask. As a personal anecdote, I loved taking time to teach little 10-minute science projects at my daughter's elementary school. Being in a room full of children and explaining complex scientific concepts—like how gravity or time zones work—quickly refocused my tone, my choice of words and analogies. I could see in real time if the kids were engaged or if I was speaking over their heads (and if they started to zone out, I could quickly change my language in real time to regain their attention).

If you're creating a teen-centric drama—one focused on mature themes filtered through a teenage lens—you need to understand how the characters would engage within their world. You should understand and strike a balance between their apparent maturity (almost adults trapped in teens' bodies) and the brushstroke moments that keep certain attributes of their personalities youthful and naive. When reading spec scripts or treatments of YA dramas, one can never quite pinpoint the specific moments that make a story feel very authentic rather than forced or "off scope." The only way to pepper in those subtle touches is to spend genuine time with teens, filtering and applying your observations to your project.

Here in Los Angeles, I've encountered several scenarios where executives (with youth experience) have scheduled time to visit classrooms of their target audience to engage with them directly—subtly presenting aspects of a project under development in order to observe how they might respond. Such visits take some organization: the students' parents or guardians must have signed permission slips in advance to allow them to participate; and the subject matter should be provided to schools well ahead of time to showcase its educational merits. (Fully commercial programming would not gain approval from school districts for such an audience test, but educationally focused content like *Blue's Clues* could.)

Spend real time with your core audience. Truly engage with them and ask insightful, age-appropriate questions. Be mindful not to fall into the trap of just asking direct questions—for example, "Would you like a show about [your idea]?"—expecting a yes or no answer; any group of kids or teens is likely to say what they think you want to hear. Talk to them; hang out with them; work on your project with them; and engage in meaningful dialogue with them. Really invest the time in getting to know what excites your specific target or youth audience: which subjects truly pique their interest and what layers of information they are seeking. Follow their lead and observe how they communicate with each other. If their view or take on your project differs from your anticipated vision, keep an open mind: their ideas might just lead you in a completely new direction. These simple observations and "field" research efforts can provide incredible insights on how to improve your concept well in advance of a pitch.

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CHAPTER EIGHT
A Quick Guide to Entertainment Law

Your Pitch Was Perfect—Now What?

Congrats! After an amazing presentation, you've succeeded in capturing the attention of the development execs in the room (converting them from listeners into collaborators on your project). It's now time to elevate the conversation to the next level. You're probably wondering what comes next in such a situation. An on-the-spot verbal offer? A contract? Will they write a check before you leave the room? In reality, none of these things will happen, because no one is going to outright "buy" your pitch. However, if they're truly interested in what you're offering—and feel the concept hits their sweet spot or matches their internal company mandate—they might instead try to acquire the right to borrow your concept with the express purpose of shopping it around town, attempting to set it up with a third party or even developing it into a market-ready project. But in order to do this, they'll first need you to sign over the intangible rights of your project so they can get to work.

Here we enter the realm of entertainment law—or, as it is more commonly known, "business affairs." For those new to the legal world, this can feel downright intimidating. Overly wordy contracts that harp heavily on hypothetical worst-case scenarios can send chills down the spine. But the reality is, if you want to pitch and present your projects to professional companies and build a legit career, getting comfortable with the basics of entertainment law is vital.

The purpose of this chapter is to give you a high-level overview of the legal workflows you can expect to encounter in the early stages of your career so that you have a greater sense of confidence and understanding about the process. Once you get used to contracts—and especially once you begin to appreciate that a contract is a completely negotiable and fluid document that you can alter, adapt and tweak as needed before signing on the dotted line—you'll realize agreements are just as important to track and protect your work as they are to protect the companies with which you're doing business.

A few basic talking points before I dive in. First, this chapter is *not* about how to negotiate contracts. Every project is different (and every company has its own style/approach to the legalities of the industry). Although I might offer a few points of advice throughout, these are presented in a very general way to help guide you in the right direction. Second, never sign anything you don't fully understand. If you are unsure of how to interpret a contract—or just want a second set of eyes—I highly suggest reaching out to an accredited professional (e.g., a lawyer), or at minimum seeking advice from a trusted and knowledgeable friend or confidant with first-hand working knowledge of this subject. A lawyer will charge you a flat fee and a friend will likely require lunch or some other form of compensation; but their input can be extremely valuable. And if someone is attempting to intimidate you or pressure you into signing something on the spot, trust your gut and get out. A legit company will always be willing to work with you and give you a reasonable amount of time to fully evaluate their paperwork and consider the offer.

A Contract is Not a "Legal" Document

You read that right. Contracts used to intimidate me because I viewed them as complex "legal" documents that can be handled only by individuals with a law degree under their belt. But then a lawyer explained to me that while a contract is legally enforceable, it's not a legal document; it's simply a detailed breakdown of terms defining a business relationship (i.e., who's doing what, why are they doing it and for how much). That's it. When this lawyer simplified the process, it gave me a much-needed confidence boost with regard to contracts and the negotiation of their terms. I'm starting this chapter with this point to help get you in the right mindset, so that you have a less stressed view of contracts and perhaps even a more self-confident approach to this unavoidable part of the pitching process.

Contracts are written in legalese, which can take some getting used to; but that's only because lawyers have a specific manner in which they write—primarily to avoid redundancy and ensure absolute clarity should the contract need to be reviewed by a third party. Consider that a screenplay equally requires a very specific use of language and formatting style (e.g., location headers like "EXT. FRONT DOOR – DAY" instead of more descriptive narrative language). To someone unaccustomed to screenplay format, this too would take some adjustment.

Anatomy of an Agreement

Above I explained that a producer, production company or distributor won't "buy" your pitch, but will instead acquire its intangible rights. Let's first explain what this means so that the rest of the chapter makes sense.

If you write a screenplay, treatment or novel—or any other tangible piece of intellectual property— on spec, you are that project's copyright holder. You own it through and through. If a producer thinks your project could make for a great movie and wants to obtain the rights to it, they're not actually buying anything; they're *borrowing* the rights to your project for a clearly defined purpose (similar to how an individual might own a house but rent it for a set period of time to a tenant).

Although you retain your copyright—and your interest—in your project, you can license (or rent out) the rights of your project to a third party (in this case the producer), so that for a fixed period they have the ability to represent it as a project they're managing. But this doesn't mean the producer has complete freedom to do whatever they please with your project; there are boundaries, all of which are built into your agreement.

For a producer to rent—or "license"—the rights to a piece of intellectual property, this can get a bit tricky. In order to set up the project with a network or studio or attach a key piece of talent, the producer might have to take certain creative liberties with your project. This is why the need for a solid contract comes into play—one that affords the producer enough liberty to present the project in a way that meets the needs of the market while still protecting the owner. However, on the flipside, the owner's protections cannot too heavily restrict the producer's capabilities; otherwise, the project won't get anywhere. It's a balance.

As a thought exercise, consider the following key points that are the foundation of any pitch acquisition and how the parties involved might need to express and interpret them (and how the individual drafting these terms into a formal agreement might need to phrase or define them):

- *Producer freedom*: A producer must have a certain degree of freedom to pitch, promote and present your project to the marketplace in the way that is most appropriate to initiate business opportunities. How would such freedom be defined and how could it be controlled or enforced?
- *Rights holder protections*: The rights holder must retain a minimum level of control over the project to prevent any misrepresentations within the marketplace—ones that could not only hurt the current development workflow, but potentially block future opportunities for the rights holder. These protections should be clearly defined; but they should also be written in a manner that doesn't hinder the producer's ability to perform their job. What would such controls look like and how could they be incorporated?
- *Fluid terms*: Developing a project is a very multi-tiered process. Things can change on the turn of a dime and it's impossible to know from the

outset how the project might evolve throughout the duration (i.e., will it be a movie or a TV series? If a series, will it be six episodes or 20 episodes? If a series, will it be on a premium TV network or a low-level cable network transmitted via some digital technology that hasn't yet been invented? If a movie, will it be theatrical or straight to home entertainment?) As a result, business affairs teams and entertainment lawyers must be extremely clear on some concepts while remaining quite vague on others. A skillful juggling act is required between the tangible, the foreseeable and the unknowable.

- *Duration*: For how long will a producer need to hold onto the rights to make something happen? A producer will want the longest term possible, whereas the rights holder will want the shortest. But, as stated above, too short a term might defeat the whole purpose; while too long a term could keep the rights locked in with a company that might not be the best suited to make something happen. Although there are averages, there are no fixed durations in entertainment contracts—just what's best for each individual project.
- *Financial compensation*: If a producer is taking the rights to a project off the market, there should be some sort of financial compensation to the rights holder. Sometimes this takes the form of a small upfront fee; other times it takes the form of percentage splits on the backend. This is yet another balancing act: a rights holder demanding too much financial compensation might make the entire project not worth the effort in the eyes of the producer; but if the producer isn't willing to share the profits or returns adequately, the rights holder might choose to pass on the deal and move onto another interested party. Money is a must, but nailing the true market worth—in correlation with the current status of the project—occasionally requires concessions.
- *What happens at the contract's conclusion?* At some point, either the agreement will expire and the rights will be returned to the owner or the project will progress and become a fully completed film, television series or work of new media. What happens during and after these hypothetical scenarios? If the rights are returned, will the owner have visibility on whom the project has been pitched to? If the project is greenlit and gets produced, what involvement—if any—will the owner have from a creative or business standpoint? One must think through a wide range of scenarios and possible outcomes about how the relationship between the parties could evolve.

As clichéd as it might sound, every project truly is different; and so too are the terms and conditions negotiated and agreed by the parties on paper. Although thousands of boilerplate agreements are commonly used throughout the industry, the specific deal terms of each project require an intense amount of calculation by the executives negotiating the agreement as well as the legal team drafting the actual paperwork. But it's only through this arduous process that great projects can emerge ready for market development and presentation.

Get it in Writing!

There are four main approaches through which production companies, producers, distributors or any other party might secure the rights to your project:

- a shopping agreement;
- an option agreement;
- a purchase agreement; or
- a retainer.

To simplify:

- your work might get picked up to be loosely shopped around to see if there's interest (shopping agreement);
- it could be picked up so that a producer can attempt to put the financing and a creative team together with the intention of setting it up with a network, studio or platform (option agreement);
- it could be bought or purchased outright so that you give away your ownership and interest in the project (purchase agreement); or
- your talents might prove so valuable that a production company, distributor or studio might want to obtain the right to automatically manage any concept you create or negotiate to be first in line to review what you have in the works (a retainer-style agreement).

Of course, there's never one perfect deal; there are pros and cons to each. And the way in which one specific company defines such agreements or operates can be drastically different from others. But since these are the four basic legal structures you'll encounter, let's evaluate each individually.

Shopping Agreement

When a media property is presented that resonates with producers or executives—where they feel the concept works, but they need to check the market viability—they might enter into a high-level shopping agreement. As the name suggests, this gives the producers or development executives the right to go into the marketplace and present—or "shop"—the project around as something to which they're attached. Usually, a shopping agreement is quite simple. It outlines the two parties:

- the individual or entity that owns the project—like a book manuscript or screenplay; and
- the party acquiring or picking up the right to shop it around—usually a producer, development executive or distribution executive.

The terms are pretty basic at this stage. There will be a license period of fixed duration, during which the producers or executives will have the right to shop the title around; on the expiry of this period, either the rights will be returned to the original rights holder or the term may be renewed by extension. Occasionally, a small amount of money is put down by the executives picking up the shopping rights, but oftentimes not. If money is attached, the amount is usually quite small and is sometimes "recoupable," which implies that if the executives succeed in placing the title with a third party—and a bonus or next-step payment is triggered—the monies already paid during the initial stage will be deducted from this new amount (similar to a minimum guarantee or "advance" against future revenues; but more on money matters in Chapter 9).

A bigger question that comes into play is what happens if the executives on the other side can elevate the project to the next phase—meaning they've shopped it around and found a client (e.g., a TV network or studio) that wants to engage in a bigger development deal. Generally, the terms in a shopping agreement are quite vague and kick the can down the road, so to speak. They purposefully do not define details because they cannot be certain what type of deal might be entered into or what that party may require. Therefore, shopping agreements tend to be filled with language such as, "to be negotiated in good faith" or "to be negotiated at point of exercise."

This process also takes a great deal of time: taking a project that has potential and cleaning it up for the marketplace—creating a minimum viable product—and securing some kind of financial commitment can easily take 18 months. The initial term of a shopping agreement may only be six months, but executives will commonly ask for a full year, with six-month extensions from there on out.

Some view shopping agreements as a negative: they see them as giving away a property without securing enough upfront cash (especially since usually nothing is paid) to justify committing the project to a single party. However, the reality is a project is only worth what the market will pay for it; and if a professional producing or executive team sees potential, they'll be able to present the project in a way that will resonate with Hollywood.

Best practice is to keep the terms simple and reasonable, while offering some level of visibility. As a few high-level examples, you could:

- keep the duration of the contract limited to six-month blocks of time to more easily regain your rights should you need them; and
- require the licensing company to provide you with a list of companies and names to which the project is pitched, so that you have a full history of where your project has been.

For reference—and much more insightful detail—you can find an example of a shopping agreement in Appendix I.

Option Agreement

While a shopping agreement allows the acquiring party to present a project in order to see if there's potential traction, an option agreement allows the acquiring party to secure financing and set up the project with a studio, network or distributor.

Let's say a book is optioned by a production company. With an option in place, the production company will have the ability to hire a writer to adapt the book into a viable film or TV series treatment or script; and they could potentially enter into pre-sale deals with studios or networks and even attach talent. A shopping agreement, by contrast, will only allow that same production company to present it to these individuals (potentially to secure a letter of intent (LOI) at best); unlike the option agreement, which allows the producer to put all the pieces together.

Generally, in an option agreement, all of the percentages and backend splits are clearly broken down so that during the "exercise" of the option—that is, the moment when the option transitions from a pitch-worthy project into a greenlit project—all the deal points have already been addressed. You can find an example of an option agreement in Appendix II.

Purchase Agreement

A purchase is pretty straightforward: it describes a scenario where a third party (a production company, producer or otherwise) is outright buying the rights to your project into perpetuity.

In reality, a purchase by itself is quite rare. Generally, "purchase" language is instead built into an option agreement so when the option is exercised (i.e., when the project is greenlit and actually produced), the production company will simply "purchase" all conceivable rights to the script. There are nuanced payment structures within all this—for example, an initial option fee, a purchase fee and even steps for how the writer will be paid to polish or rewrite future drafts of the script—but at the point of a purchase, the ownership will officially transition from the writer or creator to the production company or distribution company overseeing the project's development.

Since specific language and deal terms can vary significantly in a purchase agreement depending on the project, I've simplified the workflow by including "purchase" related language in the option agreement example found in Appendix II.

Retainer

If the output of projects from a writer, producer or production company is extremely high quality, it's quite possible that a studio, network, agency or even distributor might want to have first access to their talent. Although this type of deal goes by a variety of names—each with its own unique flavor—they're all variations of the concept of "retaining" direct access to an individual or entity's output.

A "first-look" deal is an example of such a retainer, whereby a producer or production company must present any new concept or project to their "first-look" partner in advance of presenting it elsewhere. Usually, there's an annual or quarterly fee for this access—and more favorable terms if the project is picked up; but after a specified period (e.g., three months), the distributor must notify the production company of their intent to take on the project. If the project is not picked up after this window, the production company will then be allowed to shop the project to other potential partners.

To reach this level, the team must be established and have built up the necessary track record in the industry. The advantage of this deal structure is that a revenue stream is guaranteed year on year, even if the projects are ultimately passed over. The negative is that a minimum number of projects must usually be presented each year (a number high enough to justify the cost of retaining the relationship). For the creative side of this arrangement—meaning the individuals or company developing and creating the obligatory minimum number of projects—a large portion of their time and resources must be devoted to serving the interests of one single client (i.e., the client retaining their services), which can result in missed opportunities from third parties. And in some structures, the relationship is exclusive—meaning any project developed by a team will forever belong to the entity with which they have the first-look deal, regardless of whether the project is greenlit or simply shelved. Again, the retainer fee might be strong enough to justify this (and the partnership client big enough to elevate the creative team to the next level professionally); as with everything in life, there are pros and cons to consider.

Workflows of the Dealmaking Process

Regardless of the type of agreement proposed, the acquisition of a pitched project can be a lengthy and arduous process. After a pitch is made—assuming the project is of interest to the executives evaluating its potential—the acquiring party must go through an evaluation process to calculate the project's market value (balanced against their particular threshold for risk). From there, a volley of term exchanges and give-and-take negotiation commences. Eventually, the parties settle on the high levels and the "discussion" is formalized in a full-length contract.

Let's break this process down so that you have a sense of what's required during each phase of the acquisition process (from verbal pitch to signed agreement).

Phase 1: Evaluation

After you pitch and/or present your project, an answer will almost certainly not be provided in the room. You'll have to say your goodbyes—thanking everyone for their time—and exit. Soon after, you'll write your follow-up email, in which you provide the answers to questions that were asked during the meeting and attach any slates or materials discussed (or simply say "thank you" if that's all that's required). Then, you click "send" and wait, allowing those to whom you pitched the time required to analyze everything.

This can take weeks. You may get an occasional email asking for more information or there may be radio silence. (You can find details regarding communication and how to follow up professionally in Chapter 10.) Eventually, you'll receive one of two responses:

- They pass (for which they may or may not give a reason); or
- They liked your pitch and are keen to take it to the next level.

If they pass, that's okay. Rejection is part of the process. But do understand that a "pass" in and of itself doesn't mean they didn't like your project; there are dozens of business-related reasons they might have to pass, even if they genuinely liked what you presented (and could see its value/potential). Take a deep breath, thank them for their time and move on to the next company.

However, if they liked your pitch and want to take it to the next level, you'll officially enter Phase 2.

Phase 2: Proposal of Terms

Instead of receiving a full boilerplate contract, it's much more likely that the acquiring party will first send you a high-level proposal of terms (a basic snapshot of the core talking points on which a full contract will subsequently be based). This is most commonly done via email. Either:

- a basic term sheet spelling out the high-level deal points will be attached for your review; or
- the core deal terms will simply be written out in the body of the email itself.

These terms can be peppered with legalese and feel quite formal, or can be very casual and loose in their presentation.

The reason why companies first send a proposal of terms is to save time. Remember, contracts aren't legal documents; they're breakdowns of a business relationship. But as it takes time for company lawyers or business affairs execs to properly draft and formalize everything, the acquiring party will want to ensure that both sides are on the same page in terms of understanding, conditions and expectations.

Term sheets or proposed terms are talking points. Reading, evaluating and discussing them does not constitute any sort of binding agreement (nor does it take your project "off the market").

One thing to note is that term sheets or proposals are often filled with industry jargon. If you aren't sure about the meaning or intent of something, ask. Review these terms carefully, try to map out in your mind the possible scenarios or outcomes that could arise, and jot down any questions. Review the above list, outlining the core essentials of an agreement and see what—if anything—might be missing or could require further clarification.

Once you've gathered your notes, your questions and your thoughts, you're ready to respond (which formally kickstarts the negotiation process). Again, don't feel you need to do this solo: you can (and should) reach out to a lawyer or someone experienced from whom you can solicit real-world insight on whether the terms are reasonable in relation to general market trends and parameters. They can help you respond in a way that's appropriate while also protecting your best interests.

Phase 3: Negotiation

Contrary to expectation, it's during this phase—after you've received a term sheet or proposal of terms—that the bulk of the negotiations takes place. Legal departments prefer the high levels to be locked in at this stage, so that when they input the information into a longer-form agreement, they can sense the entire scope and scale of the project.

The prospect of negotiating with an established media entity—such as a veteran producer, distributor or production company—can feel pretty intimidating. But in truth, you negotiate things all the time without realizing it. If you've ever been at a restaurant and asked to switch out a menu item (e.g., fries instead of veggies as a side), you've just negotiated. If you've ever asked a flight attendant for an aisle seat when you've found yourself stuck in the middle, you've just negotiated. And again, if someone's ever asked you to meet at a date or time that conflicts with your schedule and you suggest an alternative, you've just negotiated.

When a company sends a proposal your way—whether it's in a formal proposal format or simply a casual breakdown of terms in the body of an email—it will always arrive in the form that's most advantageous to the other side. In other words, they're putting together the best deal for *their* needs, not yours. There's nothing wrong with this. And in truth, they're expecting you to come back to them with notes, questions and revisions.

If the proposal of terms arrives as a Word document or some other file type, you can switch on the "track changes" feature and revise the text of the document or input specific questions as comments. If the proposed terms arrive casually written within the body of the email, it's perfectly fine to simply write your questions/comments beside or underneath each term (either using capitals or coloring your response text in red or some other shade in order to differentiate). This allows the other party to see clearly where you have specific questions and what thoughts you have about alternative options. If you do hire a lawyer or other representative, this is the type of work they'll perform and you'll simply forward it back to the original sender.

When negotiating, it is crucial to know what it is you want from the relationship. Wanting the project to be a success isn't your filter—the other party also wants it to be a hit. What do you want in terms of the business relationship? Is it about the upfront money? Is it about creative freedom?

Just as the client will have sent you the version that's in their best interest, you should do likewise. Compile all your notes, questions and comments, and redline the proposal. Think through points or notions that are not listed and highlight what needs attention. If you're okay with the high levels of a term but need to know the details, it's okay to flag this and add a comment like: "Depends on how defined in final contract."

Take a day or so and think through everything; then send with confidence. Never worry that you're asking for too much at this stage; they'll let you know what they're happy to work with and what they're not. Again, just to reiterate, you're not in this alone: you can (and should) seek out the advice of an entertainment lawyer or at minimum a knowledgeable friend.

A few comments on the negotiation process follow.

Average Duration of Negotiations

Some deals come together very quickly; others drag on for months. There is no set standard for what constitutes a proper negotiation; it's important to understand that this is a process and it's okay for it to take some time. That said, there needs to be a sense of progression with the conversation. Too much stalling, noodling or redlining of an agreement results in time wasted for both sides. The fastest deal I've ever had the pleasure to patchwork together commenced and finalized within 48 hours. The longest deal I've been dragged through took 19 months before it was signed—and almost fell apart due to the television network growing impatient (a frustration I used to finally assuage the rights holder they needed to make a move or lose out on the opportunity). A back-and-forth that's taking longer than expected is nothing to be concerned about, so long as both parties feel things are moving in the right direction; problems only arise when one side feels the other is stalling or dragging things out unnecessarily. Some rights holders simply freeze up before signing over their rights—terrified they've missed something or fearful there could be a better deal on the horizon (the "grass is always greener" phenomenon). In my humble experience in the indie world, I'm personally a big proponent of working with the offers you have—as long as they're reasonable—rather than holding out for idealized offers that could magically arrive in the future. I've seen way too many producers and networks miss out on great opportunities simply due to the crippling fear that causes a rights holder to freeze up at the last second.

Balancing More Than One Offer at a Time

You might find yourself in a situation where you have more than one offer on the table at the same time. It is absolutely okay to engage with both parties and simultaneously negotiate more than one offer. The way to handle this professionally is to be transparent that you are fielding other offers and that you're looking for the right company with which to secure the property. If they ask who else you're talking to, tell them you'd rather not say; you don't have to answer this question. All that's important here is that they know there's competition. Although you will sometimes hear stories of "bidding wars"—where two or more companies compete with each other on pricing and terms—a true bidding war is very rare and there's a ceiling to what both parties will be willing to offer. And remember, when a change is made to one aspect of a contract or proposal—such as an increase in pricing—an alternative and generally unexpected change will happen elsewhere (e.g., an increase in backend fees or extension of term duration). When evaluating more than one offer, think about the core needs that are most important to you and see which company is best aligned with them.

Reserving Rights to Make Future Changes

When a company sends you a proposal, you might see text at the bottom of their email that states something akin to: "We must reserve our rights to make future changes." The concept here is that while an email negotiation is fluid, it's also a negotiation in writing. As the negotiation continues and new terms are added, other "agreed" terms might have to change in response. The process of "reserving one's right to make future changes" means that if a clause or term that was agreed in the early stages is subsequently tweaked to accommodate a different change, the other party cannot claim it must go back to how it was previously agreed. When you send your comments or notes, you can also add a quick line at the end stating, "I must reserve my right to make future revisions"; or you could even casually drop in "I'm reserving customary rights" as a standalone sentence. You always have the right to make future revisions. There's no legal trick in not writing this statement; it's just a clear way of stating that this is an ongoing negotiation and you both want to be able to tweak or adjust language throughout the negotiation process (even if this means revising language that's already been discussed).

Phase 4: Long Form

Once all the terms have been negotiated, the proposal will be formalized into a long-form agreement. Although each company has their own unique agreement style (e.g., different formats, structures, lengths), at their core, all agreements include the same basic concepts:

- identifying the parties;
- defining the purpose of the contract (the project);
- explaining the agreed terms; and
- spelling out the responsibilities of each side.

There will also be dozens of clauses dedicated to protections, defining what the parties cannot claim or expect from one another (e.g., liabilities, indemnifications).

Just because the agreement has transitioned from term sheet to long-form contract does not mean the negotiation is over. You—or your point person—must carefully read the entire agreement and:

- ensure all the agreed terms from the proposal have been properly input; and
- compile a new round of notes/questions or revisions on the new language.

An important note here is that the core terms already agreed are essentially unchangeable at this point; you can absolutely request additional tweaks to them, but this really should have been spelled out at the term sheet stage, when the bulk of the negotiation takes place. The other party might get irritated if you're pushing things back that were previously agreed within the proposal (unless, of course, seeing the definition in long form completely skews or alters the intent or meaning of those initial terms).

Once all has been reviewed and the nuances have been ironed out, the agreement is ready for signature. Although some companies still require a physical signature—whereby you print, sign and scan a copy back—most entities work with DocuSign or some other type of electronic signature.

Phase 5: The Aftermath

What happens once a deal is signed? Generally, you must begin supplying the materials, elements or other tangibles that are required by the acquiring party, so that they can work with what you've created. What will the acquiring party do with all of these elements you have worked so hard to create? And when will you hear back from them about how the project is progressing? This will all depend on what you've agreed to in the contract. I make these points to illustrate how critical it is to truly think through all of the hypothetical scenarios before you sign; and to do so before you complete the "term sheet" phase.

The only thing you can be certain of is that at this point, whatever was agreed—and exists in writing—is the only foundation you have moving forward.

Types of Acquisition Agreements

Not all "acquisitions" of projects are created equal, so it's important to understand the various approaches that production companies and distributors take when dealing with new content. The type of approach will vary based largely on factors like:

- the current status of the project (how far along it is);
- how much "development" or effort might still be required to make it market ready;
- their willingness or ability to put financial investment behind the project; and/or
- their current needs based on market stability.

If all of this sounds complicated, just remember that each company operates differently and has its own unique approach to the marketplace. And just because they're not willing to cough up a major chunk of cash upfront in no way means they do not see merit in a project; just that they feel it's in early stages and requires more effort—and thus carries more risk—than another project.

Step Deal

The idea of a step deal is that it lays out all the core needs of a deal, but breaks them up into measurable steps. This is a win-win for both sides, in the sense that a creative party has a clear path to the final project, while the company issuing the agreement can cancel the contract at the conclusion of any "step."

To give an example, say an idea for a movie is being discussed and a writer is coming on board to write the script. A step deal can be issued that breaks this workflow into different stages. Let's assume that Step 1 is a treatment, Step 2 is a first draft of a full script and Step 3 is a final draft of the script. If the total value of the deal is $15,000, that full amount would split across each step, meaning only portions of it would apply toward each individual step and the full amount would be received only once all three steps are completed.

"If/Come" Deal

When a project is of interest but hasn't yet been fleshed out to the point of having an approved script, attached talent (e.g., cast, writer and/or director) or a minimum threshold of committed development cash, it can stall and enter a sort of "project purgatory." And since potential partners are risk averse, very few will be willing to attach themselves financially to a project that lacks the necessary elements to make it pop. As a result, even a very solid project can get shelved or put on the backburner.

An "if/come" deal solves this problem. To give an example, say a production company is very interested in a movie script. They pass it along to a distributor that excels in the genre. The distributor sees potential, but needs high-level acting talent attached before they can make a move; however, the production company doesn't have the money to secure a star name. The project could simply stall and never progress; but that's small-time thinking. Instead, they enter into an "if/come" deal. The distributor could instead state that they'll pay a $250,000 advance *if* the production company can secure a pre-approved name talent; it might even provide a list of three or four names that would initiate the $250,000 payment. Although no cash has been exchanged—meaning neither company is risking anything at present—the production company now has a price it can work with to attach a name. The production company can then reach out to the agents of those three or four names and see which actor might bite. If the production company can attach one of the requested names, the distributor will be confident they have a known face to put on marketing materials in advance of a film festival or TV market to initiate pre-sales.

In essence, "if" the production company can secure the talent, the distributor will "come" on board. Again, these deals go by a variety of names, and are sometimes listed in an LOI or a memorandum of understanding (MOU). However, a situation where two parties want to work together but neither is willing to shell out cash without some collateral is very common; this deal structure solves that issue.

Verbal Agreements

Verbal agreements hold no value whatsoever. If it's not in writing, it doesn't exist. One can argue the virtues of contract law and the hypotheticals of what defines a "contract," but good luck pushing that argument at a bank when trying to get a project cashflowed.

Many people will establish a verbal understanding of a deal and then shake hands. Ethically, this might constitute a contract; but the law can't enforce a handshake. If you have an understanding, have it drafted into a defined term sheet, an MOU or another document that outlines the business proposal. And if the other party does not wish to move forward with a binding written agreement, you'd better seriously question their motivations.

Email Agreements

Email agreements are written agreements and therefore hold as much enforceable weight as a traditional contract. I've worked with numerous companies that will draft the terms of a basic agreement in the body of an email. They'll then request that you simply write the word "agreed" or "approved" as a reply if you accept the terms. This is perfectly valid and serves as an electronic signature—complete with a date and time stamp. It's a very simple method that many major companies have used when acquiring property rights. If you are sent such an email, understand this is a contract. If you are simply negotiating terms, you can always use the phrase "reserving my rights" or state that it's "non-binding" or "for discussion purposes only and not a binding agreement."

Things to Watch Out For

Whenever you're entering into an agreement, you need to fully think through all of the attributes and expectations. (And to reiterate, you can and should always seek out a lawyer or a trusted and knowledgeable friend for grounded advice.) Once you've signed, you're locked into the terms as agreed. This is what most often freaks people out about agreements; but don't let that frighten you—use this reality to ensure that you're negotiating terms that are mutually beneficial. Remember, you never have to sign an agreement until you want to, so ask all the questions you need to and make sure you fully understand the expectations and realities. All that said, here are a few basic concepts to keep in mind when reviewing an agreement.

Definition of Delivered Materials

If a contract stipulates that you're delivering a "first draft" of a script, a "treatment" or any other form of material, how is that material being defined? One writer friend of mine confided that he was stuck in an agreement where he was constantly writing and rewriting, but the production company didn't consider his efforts a formalized "first draft"—and consequently he wasn't getting paid for submitting his first draft of the script even though he had written several iterations. Make sure the workflows are clear and that there are firm boundaries to how materials are deemed "delivered."

Exit Clause

Never sign an agreement without some understanding of how you can exit. Although you shouldn't enter into a deal if you don't intend to fulfill it, you should always have a way to step out of the deal if you feel it's not quite what you expected. It's completely normal and reasonable that some level of damages or repayment of monies will be involved if an exit is exercised; but you shouldn't find yourself in a position where you have no clear capability to terminate the relationship if necessary (even if it costs you some cash).

After the Conclusion of the Term

What happens once the agreement ends? If you're signing away the rights to your project to a production company or distribution company to "shop" around with the express purpose of setting it up with third parties, then on the conclusion of the term—when the deal is over—you'd at minimum want to know what they'd been up to all that time (e.g., who was pitched and when; the feedback; the follow-through; notes/comments). If you don't think forward to the conclusion of the agreement and understand what it is that might happen after the deal comes to a close, you won't be able to input the necessary information early on to ensure you can request such information.

Title Protections

You can't protect a title in and of itself. Just as an "idea" cannot be protected because it's an intangible thought bouncing around in your head, the same logic applies to titles. So, while a project needs a smart and snappy title to make the project pop, the title itself cannot be protected. A title can be registered (see below)—which might deter a few others from using it if they feel it's likely to hit the market before their own project—but that's generally as far as you can push it. This especially true given that many titles are commonplace phrases, expressions or tongue-in-cheek jokes.

However, there are circumstances in which a project could be seen as indirectly competing and/or purposefully misleading an audience into buying something it doesn't want—similar to the old "bait and switch" trick. Although one might think of markets and film festivals as prestigious and glamorous events, there are hundreds of schlocky producers in attendance attempting to sell junk movies for a quick buck. These are generally very low-budget—even micro-budget—ripoffs of Hollywood titles that are used to flip onto the video-on-demand (VOD) market. Although there's nothing inherently illegal about this activity, it could be contended that certain monies are being steered away from a specific buyer or producer. Also, consider a scenario where a sleazy producer is attempting to sell the book rights to a manuscript purposefully titled after a bestseller. In this case, they would be exploiting the success of a mainstream known commodity and purposefully misleading clients or the general public.

These scenarios—which can verifiably cause financial damages—can be seen as crossing a legal line. But if two, three or even 35 movies are produced this year using a title adapted from a commonplace phrase like *On the Fence* or an expression like *Lucky Stars*, there's very little that can be done to block the release of other projects with the same title, aside from differentiating your own.

Public Domain Story Rights

I've encountered many scripts and project proposals over the years that are based on known historical figures or factual events—in other words, stories that are well known and are technically within the public domain. While a project based on a known event or person does satisfy the concept of a verifiable audience, projects that are in the public domain present a unique problem.

The issue boils down to protection—not in the sense that someone will come after you claiming that you haven't secured the proper story or life rights (true public domain properties don't require such paperwork); but more in the sense that if a public domain story is available to everyone, there's nothing protecting the producer or production company from a third party developing their own project based on the same events or individuals.

Take the 2008 HBO mini-series *John Adams*—a historical biopic starring Paul Giamatti on the life and times of the early American founding father who eventually served as the second president of the United States. The life rights of John Adams—whose physical existence ended well over 200 years ago—are not in question. However, the development team interested in telling this story—and investing time and money in hiring top writing talent, attaching a top director and securing solid cast, among other things—will need a much more concrete piece of intellectual property (IP) in order to request the $100 million necessary for the production and marketing budget. Therefore, *John Adams* was not just a historically accurate account of Adams' life, but rather an adaptation of a bestselling biography of the same name. Although HBO's development team could not block the industry from making other John Adams biopics, they could acquire the rights to major sources that other writers or producers might hope to adapt.

Therefore, any historical project that's based on or inspired by true events always needs source materials secured (e.g., book rights to a known biography). On paper, this may not be technically required; but it assures producers, production companies and development executives that there's a reduced probability that a third party might—knowingly or unknowingly—be producing something quite similar. In fact, it's not uncommon for more vague public domain projects to be "adapted" from more than one source—as was the case with Oliver Stone's 1991 film *JFK*, which was adapted from two separate books investigating the assassination of President John F. Kennedy.

However, even with the rights to a major source or two secured, there's still no guarantee that a third party isn't patchworking something similar together. Stanley Kubrick ran into this problem multiple times during his career. Most famously, he had to scrap a film about Napoleon after Dino De Laurentiis produced *Waterloo* in 1970 (though *A Clockwork Orange* was his backup); and his adaptation of Louis Begley's semi-autobiographical World War II book *Wartime Lies*—to have been titled *Aryan Papers*, with major talent attached—was shelved once it was discovered Steven Spielberg's film *Schindler's List* would be released around the same time.

If you have acquired the rights to someone's life story, then you're covered. But in the case of public domain content, this is not an option; so you'll need to secure the rights to something tangible that you can use to elevate your project while blocking—or pushing back—potential competition. This reassures producers, development execs and distributors they're not investing in something that could suddenly get snuffed out down the line, while also scooping up the known available resources that third parties might need to tell the same story. Get the rights to something, even if the story is in the public domain; you'll need that tangible source secured in order to get a script written and talent attached. Once you have a script in hand, it will thereafter serve as a unique—and copyrightable—piece of protected IP. At this point, even if a third party develops a project based on the exact same public domain figure (which can still happen), a fully drafted script adapted from existing tangible sources will go a long way to keeping your version front and center.

How to Protect Your Work

If your work is an original creation, there are four real-world ways to protect it. One could truthfully go down a rabbit hole on this, as there are certainly more nuanced ways to add levels of protection to your work; but the basics of padding yourself up with IP insurance are as follows.

Registration

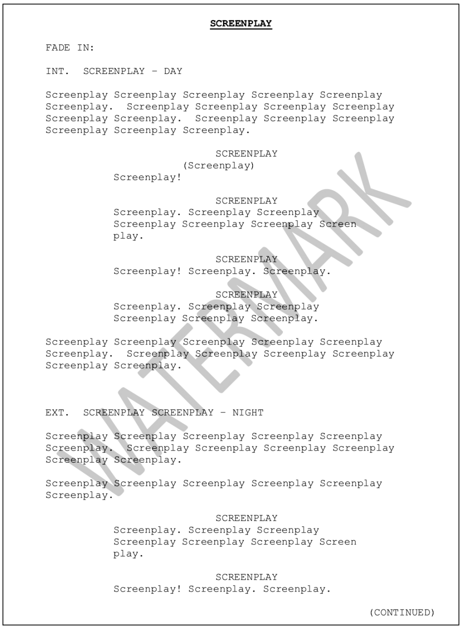
For a small fee, you can register written works (e.g., treatments, screenplays, outlines, bibles) with the Writers Guild of America (WGA). The process is very simple and provides you with a certificate of registration (including a registration number). For a period of five years, you'll have a valid registration that can be referenced should any potential conflicts arise. One important note: registration is not a copyright; it simply provides evidence that you created an original—or adapted—work that has been "verified" by a third party (the WGA). Although registration alone won't hold up in court, it will offer supporting evidence and deter potential infringement.

Copyright

Like registering a written work with the WGA, filing for copyright is a relatively simple process that involves the completion of a few online forms and a slightly higher fee. This time, the filing is with the federal government (the Library of Congress). Unlike registration, which simply provides evidence you were working on a piece of IP, a copyright is fully enforceable in the eyes of the law and cements your ownership of a clearly outlined project. Additionally, a copyright lasts for decades after your death and can be inherited by your successors; whereas WGA registration expires after five years and requires continued renewal. Note that copyrights cannot be applied to titles. Also, a copyright cannot be enforced against other projects deemed "similar" to your own. For example, if two separate writers create original children's feature-length scripts about Halloween and there are various similarities between the two stories, each will nonetheless be considered a separate copyright (and therefore a unique piece of IP) in the eyes of the law.

Watermarks

When you send out materials to clients, one way to protect your work—and ensure it is not misrepresented—is to add a watermark on each page. Watermarking adds a bold (but very light) layer of print underneath your actual text. If I'm sending a high-profile screenplay to a production company to read, I'll add the client's personal name (written in light but large text diagonally across each page), so that it's very obvious to the recipient of the materials. This allows for easy tracking and helps prevent potential unwarranted "sharing" of materials that aren't ready for wide dissemination (even if for completely professional purposes).



SCREENPLAY

FADE IN:

INT. SCREENPLAY - DAY

Screenplay Screenplay Screenplay Screenplay Screenplay Screenplay. Screenplay Screenplay Screenplay Screenplay Screenplay Screenplay. Screenplay Screenplay Screenplay Screenplay Screenplay Screenplay.

SCREENPLAY
(Screenplay)
Screenplay!

SCREENPLAY
Screenplay. Screenplay Screenplay Screenplay Screenplay Screenplay Screen play.

SCREENPLAY
Screenplay! Screenplay. Screenplay.

SCREENPLAY
Screenplay. Screenplay Screenplay Screenplay Screenplay Screenplay.

Screenplay Screenplay Screenplay Screenplay Screenplay Screenplay. Screenplay Screenplay Screenplay Screenplay Screenplay Screenplay.

EXT. SCREENPLAY SCREENPLAY - NIGHT

Screenplay Screenplay Screenplay Screenplay Screenplay Screenplay. Screenplay Screenplay Screenplay Screenplay Screenplay Screenplay.

Screenplay Screenplay Screenplay Screenplay Screenplay Screenplay.

SCREENPLAY
Screenplay. Screenplay Screenplay Screenplay Screenplay Screenplay Screen play.

SCREENPLAY
Screenplay! Screenplay. Screenplay.

(CONTINUED)

Written Record

Email threads are a fantastic way to provide a clear and verifiable chain of a professional exchange between two parties when materials are shared along with the parties' intentions (e.g., that they are just for review or consideration). When communicating via email with a client, try to continue the same thread whenever possible, so that a complete conversation can be followed by a third party (if needed). And if you do need to start a new conversation—or to remove/add additional names to the thread—say so in the body of your email. This way, a connection can be made or reference can be attributed to "when" someone may or may not have been made aware of information. Although emails alone are not fully enforceable (unless there is a clear and verifiable "agreement" or response to specific information), they certainly can add to an overall argument or position by providing valuable context should a conflict of understanding occur.

Holding the Rights

If your work is not an original creation, but rather an adaptation or derivative of an existing piece of IP (including a story based on a real person's life experiences), you need to make certain you hold exclusive rights from the rights holder to create and present adapted materials. If you have a contract in hand granting you the exclusive right to create a script, treatment or pitch deck from an existing piece of IP—or the right to commission such materials from a third party—any other derived work outside of your domain will clearly be in violation of your rights. If you can prove you hold these rights, the law will be on your side, provided you are working within the parameters agreed within your deal.

How to Acquire Rights

I wish there was a simple formula or checklist for how to obtain the rights in and to "something" (e.g., book rights, format rights, remake rights, life rights); but there's not.

Instead, let's simplify this process, returning to the universally understood *Who*, *What*, *Where*, *When*, *Why* and *How* approach (the same breakdown we learned in primary school) and applying it through a legal lens:

- *Who* defines the two parties (i.e., the party granting the rights and the party obtaining the rights).
- *What* defines the rights being granted (e.g., life rights, format rights, book rights), which will be clearly outlined or explained.
- *Where* defines the territory or region in which the rights will be needed (e.g., if you're based in the US and want to make a TV show specifically for the US, then the US will be the "territory").

- *When* defines the timing (i.e., for how long the rights are granted, when the rights commence and when the term concludes).
- *Why* outlines what you intend to do with the rights (e.g., create an original TV show or film; or something else entirely).
- *How* explains how you intend to take action and what you'll need to make this happen (e.g., creating original written materials such as a pitch deck or an adapted screenplay based on these rights).

At a surface level, the answers to these basic questions can inform just about any imaginable acquisition of property. In the simplest context, I could easily answer these questions to describe purchasing a gallon of milk from the grocery store or even borrowing a book from the library; but in a more complex scenario, these same questions could result in answers describing larger and more complex acquisitions (e.g., buying a car or a home).

To provide a more on-point scenario, let's say you're a reality TV producer looking for a new project to develop. You've heard in the market that there's growing demand for "shiny-floor" gameshows with a comedy twist. Rather than sitting in a room and trying to come up with a brilliant original idea—one that has no verifiable audience—you decide to look at successful gameshows from other countries to see if there's an existing program that could be a good fit (which, incidentally, is an extremely common way of securing a greenlight). After a great deal of searching, you stumble upon a hilarious shiny-floor gameshow from South Korea. It feels like it could be perfect, but you need to be mindful of budget. You'd like to present this concept to a few industry contacts to see if there's interest, but you first need to secure the rights. What do you do?

Go back to the filter of *Who*, *What*, *Where*, *When*, *Why* and *How*:

- *Who*: As a reality TV producer, you'll be the party acquiring the rights; the owner of the gameshow's format rights will be granting party. What if you don't know who owns the rights? You'll need to conduct research to find out. So, check out all the producer/production logos at the beginning and end of the episode; then contact each of them and start asking around. Eventually, you'll get in touch with the right person.
- *What*: The gameshow's format rights.
- *Where*: If you're trying to set this up as a US program (for US TV or VOD outlets), you'll define the territory as the US. However, this could just as easily be Brazil, the UK, Australia, Vietnam or even worldwide.
- *When*: For how long will you need the rights? This could be a few months or a few years—it will all depend on what can be agreed (and what's required/permitted).

- *Why*: What's your intention with this agreement and why specifically do you need the rights? Are you just shopping them around to gauge interest? Or are you trying to set up a fully realized television production? The details can get quite granular here; but what's most important is simply relaying what you hope to achieve.
- *How*: Will you be securing high-level pitch meetings so that you can present this project to potential executives? Or will you produce a US sample episode, pitch deck or other accompanying materials? *How* refers to various sections of the agreement in which you detail how you will strategically go about making your objective a reality.

The above equally applies when reaching out to authors for book rights (who will likely direct you to their agents); or seeking to securing life rights to an individual (finding their contact details will likely be the hardest part). Topics like money can certainly pop up; how much money people want—or if it's even required—will differ from one project to another. It might feel a bit intimidating to reach out; but all of this is far easier today than it was even 10 or 15 years ago. Databases like IMDB, free streaming platforms like YouTube and professional social media platforms like LinkedIn are invaluable to research and locate rights holders.

This breakdown is extremely broad-brush and barely scratches the surface on the specifics; but it does allow you to begin thinking through how to approach rights holders (and what basic questions you may initially be asked in the process). For more comprehensive agreement structures and templates, refer to Appendices I, II and III (all of which can be made applicable to the process of acquiring any conceivable type of media-related right). As always, you should seek assistance and/or advice from an entertainment lawyer or a knowledgeable contact.

Patience is a Virtue

As outlined in Chapter 2, the process of closing a deal can take a surprisingly long time. For what seems like a simple short-form agreement, the back-and-forth can drag on for weeks or even months.

While it's understandable that a producer who has invested so much effort and time in developing a project will want to see the conversation elevate, it's important to remember that business affairs executives and teams are dealing with dozens upon dozens of projects simultaneously. The attorneys drafting these agreements or reviewing revised terms must focus on each contract, meaning each revision goes to the back of the line. Also, they are sometimes pulled in various directions at once.

As a good example, I was brokering a deal with a UK-based production company on a new scripted series where one of the main contributing pre-buy partners was a major US network. The UK producing team had become so focused on the project that they got delayed in approving the terms of the deal. A week before production, they desperately needed the pre-buy contract signed in order to secure funding from the bank in order to commence production. I started getting calls at 6:00am (there's an eight-hour difference between London and Los Angeles) from panicked producers pleading with me to get the paperwork ready.

I called my contacts at the network, but they were delayed. They too had several projects in motion and their head of legal was on maternity leave—one must remember that these are human beings with personal lives too! Ultimately, I was able to get the agreement prioritized (they didn't want to miss out on the show or cause a delay); but it was made crystal clear to me that our agreement was one of many so-called "urgent" deals in motion.

Be patient. Silence doesn't mean you've been overlooked; it's more likely that the other party is simply swamped with work and will get to you once they have all the information. However, once you've given them appropriate breathing room, it is absolutely fine to ping them for a status update or ETA on when you'll receive the next round of redlines or approvals.

Like the Company, Not Just the Employee

Very often during this entire process, you will be engaging with a direct acquisition executive, sales representative or business affairs staff member. It's very common to develop a positive working relationship with these individuals; you may grow to trust them and to accept their assurances on terms and conditions. But do remember that after you sign on the dotted line, those individuals whom you've connected with might potentially leave the company or take on a role with another organization. When that happens, your project will not be going with them; it will be staying at the original company.

This is why it's important to like not only the people you're working with, but also the company itself. Does the company have a positive reputation in the industry? Have they produced a body of work that you like personally and professionally? There's nothing wrong with doing a little research by asking others—contacts, producers, networks etc. (very professionally, of course)—and gaining insight into their thoughts about working with the company. Obviously, you shouldn't ask anything confidential, but a polite high-level inquiry is never a bad idea.

You are trusting this company with your project; knowing in advance that you're signing on with a good team is a great way to look out for your work, your partners and yourself.

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CHAPTER NINE

A High-Level Overview of Hollywood Finance

Though not as sexy or glamorous as splashy pitch meetings and high-level creative discussions, in the eyes of industry executives, a project's financial model is just as crucial for its potential market success as its story.

At its core, the entire media industry is a business—meaning the executives whom you'll be pitching to will principally be interested in the financial opportunity your project affords. While most brush off these "business" concepts as unnecessary—assuming someone else with "experience" will magically pop up to handle the granular details—the reality is you'll ultimately need to be able to present your project as what it truly is: a business opportunity.

Movies, TV shows and new media projects all cost an incredible amount to produce. We're talking from hundreds of thousands of dollars at the lower level to between millions and tens (or even *hundreds*) of millions just to produce one single product. And studios, networks and video-on-demand (VOD) platforms aren't building their companies on the success of one single project; they require annual pipelines of content to remain relevant in the media marketplace. As money is so fundamental to the process—and is top of mind for any executive you'll be speaking and pitching to—you're doing yourself a disservice if you don't take a bit of time to learn the basics.

That said, money is a topic people tend to shy away from. At the corporate level, financial matters can quickly get confusing. But the truth is, you actually know a lot more than you realize. If you have a bank account and a credit card, you've got a pretty good sense of the concept of cash versus debt. If you've ever received a refund on your income taxes, you've got the gist of a tax credit. And if you've ever purchased a lower-priced generic version of a product rather than the costlier name-brand version in order to save a few bucks, you've already performed a cost/benefit analysis.

High-level corporate finance can feel overwhelming to those unfamiliar with the lingo; but I assure you that you've already got a firm grasp of the core concepts required. The rest is really just memorization of business acronyms and phrases—all of which can be self-taught via experience, YouTube or your local public library.

Three Reasons Projects Receive Funding

No matter how you cut it up, there are just three reasons why an entity—or individual—would willingly shell out money to fund a media project:

- *To self-create a property*: While this approach perhaps most obviously covers an indie producer or director investing in their own works (passion projects or spec projects), the idea of "self-producing" equally applies to TV channels, studios or other direct-to-consumer (D2C) platforms that develop and invest in the specific programs they know will work for their target audiences. Rather than scanning the market for the "perfect" project, they just self-create what's needed in order to grow their audience base.
- *As a financial investment:* There are companies that exist purely to invest money in interesting financial opportunities that have a calculable probability of yielding a strong return. Although these outlets are generally banks, venture capital firms and other types of financial entities and/or individual investors can also fall into this bucket. Most DIY filmmakers view this category as a way to get their project funded—seeking a rich dentist or wealthy relative to foot the bill; but single-project investment isn't really the business strategy at play here (and in reality is extremely rare). Instead, these entities and/or individuals are willing to shell out a large chunk of cash in exchange for a piece of the overall pie (across the entire company's profits, rather than investing in a one-off). If you've ever watched the reality series *Shark Tank*, you've seen this in action: one of the "investors" will offer a lump sum of cash upfront, but in exchange they want a percentage of the ongoing business itself (forever owning a slice of the company's value). Some investment firms agree to fund a percentage of a specific slate of projects—not necessarily on story subject or themes, but rather other conditions (e.g., a certain number of projects per year or a certain budget level); whereas others will agree to invest directly in a distribution or production company (thus receiving a percentage of the overall earnings on an annual and ongoing basis). For those production and distribution companies that can show they're worth it, this type of investment can be a welcome injection of cash that elevates the types of projects they can develop.
- *As a marketing or promotional opportunity*: Some films or projects receive funding simply because they will help enhance marketing awareness or promote a certain product, individual or entity. Consider children's programming: kids' content generally yields minimal revenues from traditional licensing (e.g., the sale of TV rights), but on the flipside can generate a fortune from merchandise. The program itself is essentially produced solely to serve as an eye-grabbing advertisement

(often at a financial loss); the merchandise is the real business driver and yields much stronger sales. Equally, companies seeking to expand their market presence might invest in bigger shows or films whose revenues will be minimal (potentially even in the negative), but whose prominence on the marketplace will enable the company to participate in a larger volume of projects with better financial returns.

There's certainly no rule that only one of the above reasons can serve as the sole motivating factor; two or even all three can simultaneously play a role in an investment decision. But the key takeaway is that a party with cash in their pockets is not randomly throwing their money about; they are strategically investing their money (capital) in order to achieve something in return—what we call a "return on investment" (ROI). As you create your pitch materials and discuss your projects, you need to find what's motivating the other party to invest in new content; this is how you tailor your pitch and present your project as a viable business opportunity that can satisfy company-specific objectives.

Mitigating Risk and Growing with Debt

While it's easy to assume established media companies have bottomless pits of cash, in reality they don't. Not only are most of these companies stretched thin with their cash reserves—and spend every cent with a great deal of scrutiny—but most also experience profit accruals (cash earnings coming in) spread across several months or potentially several years. So how do companies pay for things today when they won't receive income until much further down the line? They get a big helping hand by taking on debt.

But this isn't the kind of debt you and I are used to (consumer debt like credit cards, mortgages and loans); we're talking about corporate debt. Consumer debt is seen as a liability—something that costs an individual or organization money; it has a negative impact on the bottom line. Corporate or investor debt, on the other hand, reads on paper as if it's an asset on the balance sheet (a document presenting a high-level snapshot of a company's financial health). An "asset" is something that pays you—or a company—money; it has a positive impact on the bottom line. This isn't sneaky or "creative" accounting; corporate or investor debt is seen as an asset (or a positive) because the company can use the value of the debt to increase business opportunities. The difference between the two types of debt is that consumer debt allows people to spend money when they don't have the cash on hand to do so (it's a convenience); whereas corporate or investor debt is an "investment" made by a third party in a company it predicts will grow (therefore generating an ROI).

Let's look at this in action. Imagine a small indie distributor wants to produce a film for $1 million. Because this distributor is savvy and well connected, they can pre-sell the project to a major television broadcaster for $800,000 based on nothing more than a script and their personal relationship. But there's a catch: that $800,000 won't be paid until the completed film is delivered to the network. So, in order to obtain the cash to produce the film, the distributor takes out a loan from a bank for the $1 million budget—using the "pre-sale" monies listed in the pre-sale agreement as collateral (or the chunk of cash that makes the bank comfortable with loaning out the money). In exchange for loaning out the money, the bank applies interest at a rate of 10% (which adds another $100,000 to the loan, making the total burden of the debt owed $1.1 million). Eventually, the film is finished and delivered to the network; the distributor gets their $800,000 payment from the network, which immediately goes to the bank. Although a major chunk of cash has been repaid, the distributor is still in debt to the bank for $300,000; however, the producer now has a completed movie with available intangible rights to sell internationally (the movie is now an *asset* on paper—something that *pays* the distributor—even though it still carries a debt). The distributor then sells the global rights to a major VOD outlet (let's say Netflix, since everyone knows it) for $500,000. Smiles and high-fives all round, because the distributor has now generated a profit (or ROI) of $200,000, which is quite good. But there's another catch: Netflix (along with just about any global player) won't pay that $500,000 license fee upfront. Instead, they'll pay these monies out over an extended period of time (e.g., equal payments across eight financial quarters—which in this hypothetical example would equate to one $62,500 chunk every three months over a period of two years). That means it will take our distributor another 18 months before they can pay off the remainder of their bank debt—which initially funded the film—and be in positive financial territory.

Although it will take another year and a half before our distributor is officially in the black from a cashflow perspective, on paper they will have a valuable asset (the film) which has generated an ROI of $200,000 in profits, even if those returns won't be paid out until a future date. The distributor can use these "future earnings" today by taking on more corporate debt to fund a new film (repeating the process).

There's a lot going on in this example. When it's broken down like this, it almost seems easy to put such a workflow together; but in truth, this is exhausting and stressful work for everyone involved. However, this purely hypothetical example—with very easy round numbers—illustrates the high-level concepts of how media projects can utilize debt today in order to get future projects funded. But let's shift gears here: instead of focusing on the money itself and how it's paid out, take a moment to observe how each party along the way works to *retain* their cash and pays it out only once they've had assurance that:

- they'll see their cash again;
- they'll benefit from some built-in return (profit margin) for their efforts; and
- payments have been arranged in a way that won't overextend their cashflow.

The television network won't pay the license fee until the film is complete (they won't cut a check without a guarantee the product exists). The bank won't blindly issue a loan for $1 million; the producer has the $800,000 pre-sale contract in hand showing that—at minimum—80% of the loan can be paid off by a certain date. And the bank isn't handing out a loan as a gesture of goodwill: they built in a 10% return for themselves. Finally, although Netflix has billions of dollars at their disposal, they deliberately spread out their expenses across a long period of time to protect their financial reserves.

Successful companies and individuals do not evolve into major players simply because they're lucky and happened to invest in the right projects; they grow because they mitigate their risk. They're not blindly taking on vast sums of corporate debt and spending frivolously; they're using corporate debt instruments responsibly and conservatively (as a tool for growth).

Every producer, distributor or media outlet occasionally invests in a dud. What separates the companies that grow from those that sink is that successful companies protect their cash and avoid taking on too much risk; so when the inevitable flop hits, the damage is manageable and isolated—it doesn't impact the success of their other projects.

(Sidebar: I do NOT recommend maxing out your credit cards, taking out bank loans or incurring major personal debts to produce or fund a media project. The above corporate debt example works differently in that each step of the process is a calculated business move supported with verifiable financial backing, not a risky gamble to produce a project on spec. Those who follow financially reckless approaches in order to produce a speculative project more often than not saddle themselves with debt for decades; some carry it with them their entire lives. *Don't do it!*)

Core Financial Concepts

The most common financial terms and phrases you're likely to encounter during the pitching stages of a project are set out below. All of these relate in some way to the sequencing of monies (i.e., the order or process in which money gets paid out or how it is applied toward a project's overall budget). Although approaches can vary from one project to another—and even between two different companies funding the same project—there are clear pros and cons for why each concept is applied. And although these may feel nuanced, they can have a major impact on how writers' fees or producers' payments are dished out.

Tax Credits

Tax credits are considered a form of "soft money." The basic idea is that if a production company brings a project to a certain municipality—a specific city, region, state or country—the money spent on that project within that region will become eligible for a tax credit. As a hypothetical example, if Croatia is offering a tax credit of 20% to lure in productions, then for every $100 directly related to the film spent within the country's borders, the government will reimburse $20 to the production company. The idea here is that Croatia will see big expensive productions roll into town, put its citizens to work and benefit from a major injection of cash into the local economy (which will also boost local tax revenues). The catch is that not all monies count as "qualified" expenses: each country, state or city will have its own definitions of "qualified" expenses that will be eligible for a tax credit. Also, before a tax credit can be issued, the initial total amount of money must first be spent. This is a critical point because often budgets are discussed *after* tax credits have been built into the bottom line. So, using our Croatia example above, if a low-budget feature film has a budget of $1.6 million after tax credits, that means the production company will need to have $2 million to spend as liquid cash before it can even file for a tax credit (to receive its $400,000—or 20%—refund). One tip: while it's helpful to be familiar with the concept of a tax credit, I would avoid offering "suggestions" on great locations or regions that offer tax credits during a pitch. The details of tax credits are insanely complex and change all the time. The executives with whom you'll be meeting are firmly aware of which countries offer solid tax credits; but more importantly, they know about additional factors that may skew the overall calculus (e.g., the preferences of investment partners and the needs of pre-sale clients), which can greatly alter the playing field.

Cashflow

When multiple parties start entering into contracts promising pre-sale monies or advances, it's important to remember that none of these companies will pay out the total sum of cash upfront. In fact, they might not pay out any monies until production commences—or even until a rough cut can be screened (remember our "mitigation of risk and growing with debt" example above). But as movies and media projects cost so much to produce—and cash is required to produce the project and secure soft monies like tax credits—where does the cash come from? As a hypothetical example, let's say a UK company has agreed to pre-buy the rights to an in-development series at a price point of $100,000 per episode. Since the series is a 10-part season, their total investment will be $1 million. However, they won't be paying that full sum in advance; a more likely cash flow would play out as follows:

- 20% upon signature of the agreement ($200,000);
- 20% upon commencement of principal photography ($200,000);
- 20% upon delivery of rough cuts of all episodes ($200,000);
- 20% upon delivery of marketing materials ($200,000); and
- 20% upon delivery and acceptance of the final master elements ($200,000).

This all adds up to $1 million; however, only 40% of this amount will be due at the start of principal photography. This poses a major problem because access to all the cash will be needed to produce the show. Someone has to pay for all this; otherwise, the program can't be produced. This is where banks and other financial firms step in. The entire reason banks and other financial firms exist—and hold the leverage they do—is because they have deep pockets. They can loan out cash in exchange for interest payments down the line (which improves their own ROI). When a production company or distributor has pre-buy or co-production agreements in hand, they can enter into a deal with one of these financial firms, which can effectively loan money against the assurance of the agreements from the third-party pre-buy clients. So, in our $1 million example above, a financial institution might write a check for 60% of this amount against the assurance of the pre-buy agreement—enough to get the series produced—while also requiring that all payments from the pre-buying client get routed through their accounts, so that they skim their fees off the top. We call this concept cashflowing the production.

Completion Bonds

Many new to the world of professional filmmaking or producing have heard of completion bonds and are led to believe these are issued by companies willing to cover the gap on any cash shortages (completing the financing). But that's not how this tool works. First, the word "bond" implies a financial debt instrument;

it's essentially a loan. Second, to file for a completion bond is very complex, with demanding paperwork requirements. And third, completion bonds aren't just handed out to any organized project; the applying company must verify that the risk of the bond ever needing to be used is very low. In short, a bond is viewed more as a last resort in order to keep a production afloat should some disaster strike that delays or impedes the progress of a production.

Deficit Financing (aka Gap Financing)

If a media property is mostly financed via pre-sales, advances or other forms of investment, yet still lacks that final 10% or 15% of funding, distributors must shift the conversation to getting the project "deficit" financed or "gap" financed. Banks can sometimes fill this role, swooping in at the last moment to offer the remaining 10% or 15%; but they tend to insist on receiving their reimbursement first (ahead of all other parties that contributed the existing 85% to 90% of the funds). But there are mid-level distributors—often referred to as deficit financiers or gap financiers—that relish these opportunities and willingly pony up that lump sum of 10% or 15% in order to add a high-end title to their library. The catch for companies specializing in deficit financing is that they have very little say in editorial or creative matters, so they are very much buying into an "as is" project. Equally, the other contributing partners get first dibs on global territories, which can leave the deficit financing company with a random mishmash of countries for which to sell rights (and recoup their investment).

Negative Pick-up

Earlier in this chapter, we outlined a scenario where a distributor pre-sold a movie idea to a TV network, but the network wouldn't pay any monies until after the film had been completed and delivered. This is a "negative pick-up deal" in action. The "negative" does not imply a negative numerical value, but instead references the film negative (from the era when movies were shot on film). These deal structures are extremely valuable both to indie producers and to established studios, networks and platforms. The agreement allows an indie producer to secure the financing necessary to produce the project (via cashflowing from a bank); it also allows a studio, network or platform to invest in an original project without the risk of actually cashflowing the production. In that film negatives no longer exist, the negative pick-up deal is often referred to as an "elevated acquisition." The term "negative pick-up deal" can also be used to reference a pick-up of a film where the producer falls short of cash and an established player steps in to cover the negative balance; but the true meaning is an early form of pre-sale (one that doesn't require the studio, network or platform to shell out any cash in advance).

Co-Production

Projects that are financed as co-productions involve several partners—at least two—that each pool a large sum of cash into a property in order to gain a competitive and profitable rights position. While a major studio or VOD entity might have a sufficiently large audience reach—and sufficiently deep pockets—to fully fund a film or TV series, most indie projects require multiple sources to cover their budgets. Consider an "in development" true crime documentary series: although many US networks would have interest in such a program, their level of financial commitment wouldn't cover the full budget (but *would* cover a major chunk of it). A producer or distributor of such a series could secure that US entity's financial commitment with an "if/come" deal structure—locking in that cash if a third party comes on board to fund the rest—and attempt to find a network in Europe or elsewhere in the marketplace to fund the remainder. Although co-productions are the foundation of the independent movie world, they are also the financial model that drove the US cable craze of the 1990s (giving rise to household TV players like Discovery Networks and AMC Networks).

Net Versus Gross

The order in which monies are paid out can have a dramatic effect on the amount of money that is actually transferred. The best example of this in action is the "gross" versus "net" percentage model. Gross monies are calculated based on the grand total; whereas net monies are calculated on the monies that are left over after pre-approved or agreed upon expenses are deducted and recouped. As a hypothetical, let's say a client in the US is willing to acquire a project in development for $100,000—a nice large sum of cash (and easy to work with from a percentage standpoint). However, they will incur $40,000 in expenses in order to develop the project (e.g., script fees, sizzle reel production, pitch deck creation). If you as a producer were entitled to 15% of the gross license fee, you'd get a clean $15,000 check in hand. However, if you as a producer agreed to 15% net of the total license fee, you'd receive a check for $9,000—a massive difference. The reason: despite the incurred costs of $40,000 to get the project ready for formal pitching, the grand total $100,000 license fee is unchanged (and a gross percentage will be pulled from that grand total). However, with a net take, the 15% is calculated on the final result ($100,000 less the $40,000 in expenses or 15% of the remaining $60,000). Don't take this to mean that net receipts are somehow bad or represent worthless terms; many deals work with net payouts and the signatories to those deals are happy with the financial results. The key takeaway here is to simply understand that the order in which monies are paid out can have a profound impact on the result.

Modified Adjusted Gross Receipts

If you fight to retain a percentage of gross revenues, do understand that many agreements still funnel these through an initial filter known as modified adjusted gross receipts (MAGR). While far from skimming large sums off the top of true gross receipts—the way "net" expenses are siphoned (e.g., expenses, fees, retainers)—MAGR is an initial thin layer of pre-approved or real-world expenses actually incurred that are truly necessary for a television production, film or new media program to exist. To give a sense of how MAGR function and why they exist, consider the following scenario. Let's say a film distributor has acquired your movie. You have agreed that the distributor will take a 25% gross distribution fee (i.e., $0.25 for each dollar actually generated), which means you'll receive the remaining 75%. All the fees associated with the distributor doing their job—which would normally be applied against the filmmaker—have been agreed to be the responsibility of the distributor (i.e., they eat those costs within their $0.25 out of every dollar). That's a pretty solid deal! However, after reading the fine print, you notice a section on MAGR, which defines things such as foreign withholding taxes, transmission fees and other extraneous expenses. This is not creative accounting. If the distributor closes a deal with a Canadian company, the nation of Canada takes a 10% withholding tax of all monies leaving the country. So even if the distributor sends an invoice and the Canadian client pays 100% of the invoice, only 90% of the revenues will arrive in the distributor's account. A straight gross receipt would make the total "value" of the deal on paper (the 100% sum) the figure that's split 25/75, but only 90% is arriving; MAGR would accept that no one is "sharing" in that 10% withholding amount other than the Canadian government, which means the distributor and filmmaker would each resume their 25/75 split on the monies that were actually received. MAGR can certainly go much more granular than this high-level example; but if you see this acronym in a contract, do take a moment to understand its role in how payments are divvied up and defined.

Financial Waterfall

This phrase offers a visual idea of how monies received—from ticket sales to license fees and other sources—will bounce from one contracted party to another as they are paid out (with each party taking their pre-agreed cut). As an example, let's say a feature film is complete and is licensed to a theatrical distributor in Germany for $100,000. The German client will pay the full license fee to the distributor. The distributor will first take their 25% distribution fee ($25,000) and then reimburse themselves for any specific out-of-pocket marketing expenses—which could be another $10,000. Only after these two deductions from the gross revenues will the distributor then split the remaining cash—the net—with the other parties (as agreed). Think of this like a sequential ordering of who gets what at a given point in time. When confronted with a waterfall description in an agreement, take a moment to write out the details and apply some basic numbers to the workflow: it can be illuminating to see how a simple reorganization of the parties can greatly increase one's bottom line. And on that final point, it's absolutely okay to restructure the waterfall so that it's more favorable to you (especially after mapping out any net versus gross and/or MAGR language if applicable).

Payment Structures

When acquiring the rights to a project (or investing in one), monies can be classified in a variety of ways. There may be an upfront advance of monies or a minimum guarantee of cash toward anticipated revenues. There can occasionally be no upfront monies at all, but rather an agreed percentage split if monies are to be generated in the future.

Here are the most common classifications you're likely to encounter.

License Fee

When the rights to a project are licensed, they are "borrowed" by the licensee (or the party obtaining the rights). In exchange for these rights, the licensee pays a fee for the right to take the property off the market, which is called a license fee. A license fee can be as high as multiples of millions or as little as $1. If the license fee is paid upfront, then usually the full amount of cash is paid within a short window after signing the agreement (e.g., 30 days after signature). Other times, the license fee is paid out in stages, based on achievable actionable events (e.g., delivery of specific materials; upon the initial "release date" of the project).

Option Fees

When a production company, producer or distributor finds a piece of IP they like, they can secure the rights via an option agreement. Occasionally, an option fee is required (which is a good-faith sum of money, similar to a license fee, for taking the project off the market). But unlike a standard license fee, option fees can occasionally be considered "reimbursable." This does not mean the rights holder will have to pay back the option fee at the conclusion of the term, but rather that this upfront sum of cash can be made applicable toward future payments owed. As an example, if a distributor options the rights to a novel (paying a reimbursable $1,000 option fee to the author), the author gets to keep that money. However, if a major movie is eventually produced and the author is later due a big royalty payment from the distributor, the distribution company will deduct $1,000 from that sum of cash before paying the remainder of the author's share (reimbursing themselves from the initial $1,000 option fee). If you ever negotiate a shopping agreement or option agreement, understand that reimbursable—or recoupable—fees are quite common.

Flat Fees versus Royalties

As media projects have the potential to generate revenues throughout their shelf life, the monies that are received from various exploited rights are recognized as "royalties." Just like any other type of generated revenue, royalties must be paid out to those with a rightful claim. However, royalty payments are a real pain to track, manage and pay out. Although for select projects the royalties generated can be very meaningful, for most projects the amounts generated are modest at best. And rather than having highly skilled—and highly paid—accountants spending dozens of hours dividing minuscule sums, it's far easier (and much more time efficient) to simply pay out one-time lump sums referred to as "flat fees." Whether one opts for flat fees or royalties is really project specific (and market dependent); some producers have yielded incredible sums by opting for ongoing royalty payouts, while others have profited better from simply going for the flat-fee option. Also, the decision may ultimately depend not on what the producer is looking for, but rather on how the distributor or funding partner prefers to operate.

Advance versus Minimum Guarantee

Distributors and production companies will often include a lump-sum figure to cover anticipated royalties likely to be generated from a media project. This upfront amount is incentivizing for producers and allows ample breathing room financially so that the distributor can absorb initial monies first received after a project is released. Buried within agreements, these upfront royalties will usually be paid as advances or minimum guarantees. Though most assume these mean the same thing, there are subtle differences to keep in mind. An advance is an upfront payment against the assumed royalties—usually paid at signature stage; while a minimum guarantee is an upfront royalty payment. Did you get that? (I didn't for a long while.) An advance assumes there will be royalties, but accepts the risk there might not be; it's a risk on behalf of the party paying the advance and serves more as a good-faith type of payment (almost a non-refundable deposit). A minimum guarantee *is* a royalty, but it's one fronted in advance. So which is better—an advance or a minimum guarantee? From my experience, they both essentially function the same way and net out to the same bottom-line total in the indie world; the big difference is how they might appear on a royalty statement—which differs by company anyway. One major difference is that an advance will oblige a distributor to issue royalty statements, because royalties are assumed to be generated as part of the deal; whereas a minimum guarantee might not result in royalty statements until further monies are due (they've already "paid" you the current royalties due, so a distributor can thus go silent and ghost you until they owe you further monies (leaving you a bit in the dark)).

Every Movie is a Self-Contained Business

From a legal and accounting stance, a single feature film or television series exists as a self-contained unique business entity. Production and distribution companies will routinely create and register a new business entity—most often a limited liability company (LLC)—for each new greenlit project.

If a production company—which we'll hypothetically call Feature Film Productions, LLC—wants to greenlight and produce a brand-new film, it won't do so with its own cash. Instead, it will register a new LLC in the name of the project (New Project, LLC) and direct the necessary funds generated from pre-sales, output deals, investments and other avenues to a brand-new bank account organized in the name of New Project, LLC. These isolated monies will be what fund the pre-production, production and post-production of the New Project film; and profits from the film will subsequently be directed to this account.

The reason for this is to keep monies separate in order to protect the "owner" (Feature Film Production, LLC) from risk. If Feature Film Production, LLC did not establish separate LLCs for each of its projects, all of those monies would be flowing in and out of one main bank account (the one owned and controlled by Feature Film Production, LLC). If all was fine and no issues arose, then technically there'd be no problem; but we don't live in perfect world and issues pop up all the time. Therefore, if the money belonging to *all* those films was flowing in and out of the same bank account and *one* film encountered a problem of some kind—an accident, a lawsuit, overages in budget—then *all* of Feature Film Production, LLC's monies would be at risk (including those associated with the projects that had no issues). As a result, Feature Film Production, LLC's entire profit margin would be affected; as would its ability to pay out monies owed to the producers of the other non-problematic films. That's certainly unfair; and it is reckless business practice, putting the entire organization at risk. Therefore, to isolate monies and insulate Feature Film Production, LLC from financial catastrophe, it separates each project into a self-contained business entity (which greatly limits the potential damage if a single project encounters some sort of legal, financial or production problem).

Although it sounds bizarre, it is completely possible—and very common—for one business entity to establish another business entity (e.g., for an LLC to establish an LLC). Therefore, no single person would "own" New Project, LLC (the movie); instead, the owner would be Feature Film Production, LLC. In practice, Feature Film Production, LLC would likely own dozens of LLCs, each in the name of a different project it was actively producing—and each with its own bank account, insurance coverage and tax ID number.

This is critical to understand when mapping out a financial waterfall. As a rights holder, your project will first be acquired by a production or distribution company that—once the project is greenlit—will establish a new LLC for your project. The revenues generated will be owned by the project's LLC (e.g., New Project, LLC), which will then pass to the production company (e.g., Feature Film Production, LLC) and then be reported to you.

As monies flow from one "entity" to another, expenses are incurred and fees are taken for the management, accounting and workflows. This is not tricky/sneaky accounting (as frustrated producers may sometimes claim); this is standard—and logical—business practice. But that leads to our next subject, which is one of the most critical in the deal-making process (and one that is often overlooked or not fully understood until it is too late): expenses.

Expenses

The expenses clause gets a great deal of attention during the negotiation process (as it should). But before making the blanket assumption that producers and/or distributors are out to siphon off cash by inventing expenses to hold against your project, do take a moment to consider the very real costs incurred by producers and distributors (i.e., the actual and necessary business costs that allow them to function professionally).

We often think of "expenses" as costs relating directly to a specific film or series. But production and distribution companies—like any business—pay taxes and registration fees; pay for necessary business supplies; incur expenses associated with website maintenance and staff salaries. Even the process of evaluating new scripts or projects—ones they'll likely pass on—still takes up a producer or executive's time (which has a price attached). All of this costs money and must be accounted for.

When producers or distributors find a project they genuinely like—one they feel has market potential—the acquisition process also racks up expenses (e.g., contracts must be drafted and negotiated, and materials must be created and delivered). Even if a shopping agreement or representation deal is arranged and executed—one that has a zero cash payment attached—the producer or distributor will still have invested a great deal of intangible money in the project in both time and resources. However, from this point forward, they will have a clause within the agreement outlining how all future out-of-pocket expenses made on behalf of the project will be recoupable (assuming, of course, the project is greenlit and actual third-party monies are generated).

Before going down the assumed rabbit hole of blame—assuming all companies are out to screw the little guy—remember that production companies and distributors are the parties taking on the early risk. Having the opportunity to obtain reimbursement for the risk incurred is quite reasonable.

By no means does this imply you should not set boundaries as to what constitutes a verifiable out-of-pocket expense; but you need to understand that the inclusion of reasonable reimbursement is a valid and acceptable position for the production or distribution company. Although I cannot offer exact parameters here—the budgets and scopes of projects vary greatly from one to the next—I can say that you should focus on establishing a "cap" (or a maximum amount) of permissible recoupable expenses in lieu of a percentage. A cap has a finite ceiling, whereas a percentage continues indefinitely.

How do Foreign Pre-Sales Work?

Pre-selling a film internationally enables a project to secure a major portion of its funding from a foreign entity (or several entities) before production begins or before heavy loans are taken out. Foreign pre-sales can apply toward a project regardless of its domestic status (i.e., whether it already has a domestic—or "anchor"—partner on board); all that matters here is that a company based overseas is willing to "pre-buy" the foreign territory's rights in advance of production. While generally applied to feature films, the concept of international pre-sales also bleeds into the television realm.

The companies or producers that can successfully broker pre-sales tend to be those which have churned out one successful finished project after another for years and enjoy a strong reputation for stable and reliable output. A producer new to the business—with few or even zero credits—would likely be unable to secure international pre-sales on their own. Even with a solid script and pitch deck in hand—and with strong talent attachments secured—they would still require representation via an established production or distribution company (entities with a track record for delivering quality content). With an established team leading the discussion—vetting the project—that company's sales reps can approach foreign-based clients and discuss the project's financials. Occasionally, producers will be invited to a call or a meeting to explain the creative aspects of the project; but most foreign pre-sales (regardless of whether they concern a film or a television series) really boil down to deal terms and financials. If the numbers are in alignment and the project feels interesting, the foreign-based buyer will make an offer (one that will fill a small portion of the overall budget, but that represents the buying power of their particular country).

Population size has very little impact on the values of foreign pre-sales (at least at the indie level). Nations like China and India represent massive numbers in terms of population and size, yet the buying power of both territories in terms of pre-sale valuations is quite small. A tiny island nation like the UK—with fewer than 100 million citizens—would deliver a much stronger level of pre-sale investment simply due to its regional output and D2C technological capabilities.

Just as with the negative pick-up deals and if/come deals outlined in Chapter 8, a collection of foreign pre-sales is compiled in an effort to patchwork a major portion of the budget. Very little cash is paid upfront; the bulk is paid out down the line after the commencement of production and/or the delivery of materials. This requires the production company and distribution company to utilize third parties to cashflow the production (which is yet another reason why established companies are often required during the foreign pre-sale process).

Although television series can be financed via foreign-presales, TV projects are usually set up as co-productions (a collaboration between a few parties, each representing dozens of international territories). Movies, however, are much smaller overall investments (with much more predictable revenue patterns); many indie films are still funded via a patchwork of international pre-sales.

Projections and Budgets

At some point, questions about how much value a potential project holds—meaning how much revenue it is likely to generate over a given period—will be asked (as they should). Generally, we first think about a project's budget and focus on how much the project will cost. But that's not how savvy distributors and development executives approach this scenario.

If a distributor or development executive likes a project, they'll skip the budget questions and instead focus on how much the project is likely to generate globally. Once they land on a ballpark revenue figure of what the project is likely to bring in over a certain period, they'll then reverse engineer the budget (approaching it from the standpoint of how much the project *should* cost in order to ensure a reasonable ROI).

Of course, one wouldn't know this during the pitch. The question a distributor will likely ask is simply, "Do you have a budget?" —which would seem to indicate they're asking rather than confirming. But what's impossible to know—unless you've been in a film/TV executive's shoes—is that the entire time you're pitching, they're silently evaluating, estimating and crunching numbers in their heads. As you explain the storyline, they're considering which territories or clients would be interested. With years of experience under their belts, they can spitball realistic figures and land quite close to what will actually get generated. So, when they ask you for the budget, they're really checking if the budget you present makes sense in relation to the figures in their heads.

So, how do distributors project on titles and how do they generate the values? Informally, they make an educated guess (based on years of first-hand deal-making experience). However, in order to get a finance team to approve the acquisition of a pitched project, distribution sales teams must submit formalized market projections (or assumptions on what a project could earn on a territory-by-territory basis). And to relay this information, they'll fill out spreadsheets or internal documents.

What follows (overleaf) is an example of a projection form for a hypothetical television series. The prices are listed on a "per episode" basis, meaning this figure would be multiplied by the grand total of produced episodes within a given season. Notice the detailed list of countries within each region of the world. But more importantly, note that many countries values are blank, which implies that either:

- a sales executive doesn't believe revenue is likely from that particular territory; or
- the specific country is likely to be lumped into a multi-territorial deal.

Although these numbers are completely made up for informational purposes only, they provide a great overview of the differences in values from one country or rights category to another.

SALES PROJECTIONS
Project: "A Sample Drama"
Format: TV Series
Duration: 10 x 60′

Region	Territory	First Run TV (per ep)	First Run VOD (per ep)	Renewal (per ep)
Australasia	AUSTRALIA	$25,000	$15,000	$7,500
	NEW ZEALAND	$5,000		
North America	USA	$200,000	$100,000	$45,000
	CANADA	$25,000	$15,000	$10,000
Asia	CHINA	$5,000	$2,500	$2,500
	JAPAN	$5,000	$2,500	$2,500
	INDONESIA	$1,500		$500
	INDIA	$1,500		
	THAILAND	$2,000	$1,000	$500
	VIETNAM	$1,000	$500	
	PAN SATELLITE (Asia)		$10,000	$5,000
	OTHER ASIA	$5,000	$5,000	
Europe Main	FRANCE	$90,000	$65,000	
	GERMANY	$75,000	$50,000	$25,000
	ITALY	$20,000	$15,000	
	UK	$25,000	$15,000	$10,000
	NETHERLANDS	$10,000	$5,000	$5,000
	BELGIUM	$5,000	$5,000	$2,500
	SPAIN	$65,000	$25,000	$20,000
	PAN SATELLITE (Europe incl. UK)	$30,000	$15,000	$15,000
	EUROPE MAIN SECONDARY			

Scandinavia	PAN SCANDINAVIA	$10,000	$7,500	$5,000
	SCANDINAVIA SECONDARY	$7,500	$5,000	$3,500
Eastern Europe	POLAND	$10,000	$5,000	$5,000
	RUSSIA	$5,000	$3,000	$2,500
	UKRAINE	$2,000	$1,000	$1,000
	BALTICS	$2,000		$500
	HUNGARY	$2,500		
	CZECH REPUBLIC	$7,500	$2,500	$2,500
	SLOVAKIA			
	ROMANIA			
	BULGARIA			
	CROATIA	$1,500		
	SLOVENIA			
	PAN EASTERN EUROPE	$7,500	$5,000	$5,000
	EASTERN EUROPE SECONDARY	$5,000		
Middle East	MIDDLE EAST	$10,000	$5,000	
	ISRAEL	$10,000	$5,000	
	TURKEY/GREECE		$3,500	
Latin America	MEXICO	$15,000	$10,000	$5,000
	BRAZIL	$25,000	$15,000	$5,000
	OTHER LAT AM	$15,000		
	PAN LATIN AMERICA	$10,000		
Africa	SOUTH AFRICA	$10,000	$10,000	$5,000
	OTHER AFRICA	$5,000	$5,000	$2,500
	Projected Totals (per ep.)	**$756,500**	**$429,000**	**$193,500**

Assumptions & Notes: Not Contractual, estimates only. All values in USD, figures representative of total value (comprised from multiple deals during term). These projections are estimates based on current market trends; these figures are not guarantees.

Projections for feature films, television formats and new media properties all work in essentially the same way. From this document, the grand total of all values (multiplied by the total number of episodes (if applicable)) is calculated and the executives debate whether the potential for revenue generation warrants investment.

Of course, these figures are not pulled out of thin air. The executives entering such information have years—often decades—of real-world experience brokering deals in these countries and know the prices they can generate from their clients. Often a document like this will be shared across several sales executives who individually manage or focus on specific regions of the world (e.g., only brokering sales in Europe, Asia/Pacific, Latin America or North America). Each executive will be responsible for entering the data for their specific territories.

Sales executives spend a great deal of time calculating these figures. Although one could simply populate such a document with heavily inflated numbers, executives understand that later down the line, they will be held accountable for the figures entered. And since most sales reps work within a commission-based financial structure, underperforming (or not hitting these figures) will have a negative impact on their personal take-home pay. However, purposely entering smaller numbers in order to easily exceed the values and overperform would likely not hit the minimum benchmark required to secure the title with their company (causing it to go to a competitor). Accuracy at this stage is thus essential.

Should You Present a Budget?

Although not required, a ballpark budget is always a valuable tool during a formal pitch presentation. The basic budget information is something you can include in the pitch deck or presentation materials; or you can simply supply it verbally—or via email—upon request. However, if you would prefer not to disclose the budget, you certainly don't have to (although I would highly recommend at least knowing the real-world figure even if you're not putting it in writing, because you will likely be asked about it).

A few notes:

- Executives and producers don't need a fully line-itemed budget at pitch stage; they simply need the bottom-line grand total.
- Ensure your budget is a rounded and digestible number (use a simple grand total like $750,000 rather than a granular one such as $744,698).
- Ensure your budget is realistic; ask someone with experience budgeting projects similar to yours for some ballpark figures. I've included

approximate budget ranges in each chapter of this book (covering each of our different media format styles). Reference and include those general sums by referring to them as "about" or "approx." (e.g., you can write that the budget of a film is "approx. $1 million" or the budget of a TV series is "approx. $500k/episode").

All that said, if you don't want to share the financial information for any reason—or if you're simply uncertain—that's fine. No one will change their opinion on your project if you don't have a firm number detailed. If asked, you can simply state that the budget is "scalable" (which is business jargon implying it could increase or decrease depending on external variables). This is a perfectly reasonable response in the realm of indie media because a single high-profile acting talent could have a significant impact on a budget's bottom line, with an equally positive increase in the project's total estimated revenue. Another alternative would be to provide comparable titles (aka "comps"); by listing a few films or shows similar in style, tone and real-world budget ranges, executives can quickly get a sense of where the financials of your project would land.

CHAPTER TEN

Real-World Pitch Strategies, Scenarios and Advice

When I was in film school, my professors posted "Murphy's law" quotes all over the editing, sound recording and equipment rooms. Statements like, "Everything that can go wrong will go wrong" were constantly drilled into our heads. I didn't go to a top 10 film school; I attended a film program at a small state school in Ohio that felt as far from the professional entertainment business as you could get. Our equipment was lovingly used and abused—meaning it was mostly old, second-hand and heavily damaged. I don't say this to knock the place; I say it with a sense of pride. If we got an exposure on our 16mm film (or if the lights actually flickered to life on set), we considered that a success. We had to constantly operate as scrappy upstarts. We approached every scenario with a mindset ready to solve disasters on the spot with positivity, duct tape and a smile. We didn't plan for things to go off track; we *expected it*.

I've carried this attitude into my professional life. I was once at a meeting at Netflix's offices. Some producers had flown in from Europe to join so that we could present a factual co-production opportunity. We had spent weeks putting together a very polished digital lookbook of the project and had emailed it over the day before—per the assistant's instructions—so it would be up on a screen ready to click through during the meeting. However, when we arrived, things went south very quickly. The meeting started late. We entered a room with a giant screen on the wall, but our presentation wasn't cued up (the screen was instead blue with text that read "No signal"). Since the executive whom we were supposed to meet was running late from a lunch meeting, his assistant asked that we simply start the meeting; she said she would take notes and relay them to her boss. A technician was called to fix the screen so that we could showcase our pitch deck visually; he arrived and spent the next 30 minutes banging away at cables and patching audio signals in an attempt to get the conference screen connected to my laptop—all while we were expected to pitch our project.

My European clients were completely thrown off track and flustered. They lost their flow. I was certainly disappointed, but I shook off the setbacks and put my backup plan into action. I always assume that equipment might fail; so I calmly pulled out some well-printed versions of the pitch deck from my backpack and passed them out to everyone in the room (with an extra copy on standby, because you never know). Having worked for years at film markets and conventions—and as a parent with two young kids—I'm used to operating in chaotic environments and could speak despite the noise from the technician's efforts. And having been in this business long enough, I've learned that those "assistants" taking notes on their boss's behalf will likely be decision-making executives themselves in a few years; so you should treat them with as much respect as a company's top brass (their opinions count; they get to directly relay which projects they like and which they don't).

In the real world, shit happens. Problems pop up; lines of communication get crossed; and the technology we depend on can fail us when we need it most. You need to be mentally prepared for these realities so that you can handle yourself professionally no matter what obstacles might get thrown your way.

(Sidebar: we didn't sell that project to Netflix—the pitch, as outlined above, was a disaster!—but we did secure it with AMC Network's SundanceNow soon afterwards.)

Two Major Life Lessons

After years of working professionally in the film/TV business, I have learned two extremely true and vital points about "making it" in your career:

- There's no such thing as an overnight success; and
- There's never one single life-changing meeting, discussion or event.

The way the trades write about projects and their creators gives the false impression that our industry's leading creative talent simply came up with a single idea, put pen to paper and the next day suddenly found themselves with millions of dollars in their pockets while being the talk of the industry. We never see the intense grind, sweat equity and effort those individuals initiated on their own to get their careers in motion: the late nights and early mornings, and the hustle of learning the business and getting their work in front of the right people (all while keeping down a day job and being present for their families). For every "overnight success," you can easily assume that person has been pounding the pavements behind the scenes and playing a thankless game for at least a full decade. They didn't stand around with their hands out waiting for someone to find them; they slowly shaped their careers and invented their opportunities themselves.

Since you've made it to Chapter 10 of this book, I feel I can safely assume you're a fan of movies, TV shows and storytelling in general. But the plot structures that make for a great story sometimes give us the false belief that our own lives should be driving toward one critical moment—for example, one single pitch meeting or one "Ah-ha!" lightbulb concept for a script going off in our heads.

But this is not how the real world works. Instead, every moment of every day is filled with tons of seemingly simple or even insignificant questions. When compounded, how we individually choose to answer these seemingly insignificant questions starts to shape our lives and our overall trajectory. There are some days when our writing simply sucks or our ideas are junk; some choose to keep going while others call it quits, waiting for "inspiration." Some people find that rejection crushes their spirits (they quit); others use that rejection as motivation—as fuel to persevere. No one will simply give you a chance or seek you out; you need to create your own opportunities and make yourself known. Things do not happen on their own and they do not result from one single life-altering decision; they happen slowly (an email here; a phone call there; coffee with a connected friend; choosing to learn/understand something rather than saying, "I don't know"; skimming the trades on our phones rather than mindlessly scrolling through social media feeds).

Small decisions add up and making the right choices most of the time compounds massively on a professional level. That is what separates those who "make it" from those who don't. Talent is very important; but it's much more about putting in the effort and being disciplined about getting your ideas onto paper (and getting those projects in front of people).

Research, Research, Research

The question I'm asked most often is how those new to the business should reach out to professional media executives—specifically, how they make connections and to whom they should present their work.

Although I wish there was a magical list with all the names and contact details you'll need on it, there's not. Executives change companies all the time and the needs of the market are constantly shifting. So the only real answer is to get busy conducting market research.

In today's world, there are far more tools available to help analyze the media landscape than ever before. Companies have all their information online and incredibly detailed databases exist that aid in the process. Equally, industry trades no longer require expensive subscriptions like they did 20 years ago; anyone can simply log onto a trade magazine's website and catch up on the latest media business news. I've personally witnessed a dramatic change in how much more accessible information has become today than when I was starting out (fresh out of film school, which really wasn't all that long ago); so if you're new to the industry, rest assured that the cards are stacked way more in your favor than they were even just a decade or so ago.

Here's how to get started analyzing the marketplace:

- *Categorize your project*: First, understand your project from an objective point of view. What is its genre, tone, style and feel? What type of format is it (movie or series)? If a series, how many episodes (and are they half-hours or hours in duration)? You might think you know all of this, but it's surprising how hard it can be to shift gears and think about your work as a "product" rather than a passion project. By understanding what kind of product you're trying to push, you'll be better positioned to effectively target and identify potential contacts.
- *Scan the marketplace*: Next, hop on all the major video-on-demand (VOD) outlets—like Amazon, Netflix, Hulu and Apple+—and find similar content to the project you're pitching (you don't need a subscription to each of them; you just need to scan their websites in order to take in their specific content offerings). Scan TV networks, movie theater listings and any other places where content is made available. Find projects—recent ones, no older than three years—that feel aligned with what you're trying to present to the market. Gather a shortlist of titles that exist within the same world as your project. How many? I'd say at least 10; but if you can get more, do. If there are numerous titles which are easy to find, this can confirm your project is tapping into a genre that meets a real market need. If you're having trouble finding similar titles, this could indicate that your project is a bit out of sync with market interests.
- *Identify companies and names:* Now that you have a list of existing films or shows that feel very similar to the project you're developing, start gathering info. Write down the names of the production and distribution companies in the opening credits. Write down the names of directors and producers. As you go through this detailed process, you'll start to notice a few companies—and potentially a few names—popping up repeatedly. Those are the companies and individuals you should start reaching out to.
- *Be ready to pitch:* When you do reach out, you need to be ready. It's sometimes surprising when professionals are excited by an idea and are open to reviewing materials. But you need to strike when the "interest" iron is hot and have your basic project minimums ready to present: synopsis, script and pitch/slide deck (and, if a TV project, a full season outlined in synopsis form). Also, it's best to have two fully ready-to-show ideas in a presentable form along with several back-pocket concepts ready to discuss.

Finishing a script or a project is a major accomplishment. But once it's done, the prospect of "getting it out there" can feel totally overwhelming. There are so many companies and people in this industry, it's tough to know where to begin. (And rejections—or silence—can be a confidence killer.) But by conducting basic market research, you can home in on the companies and individuals that already work with the types of projects you're putting together. These entities will be dramatically more likely to respond when you do reach out because you're coming to them with projects that fit their objectives or goals. You don't need to reach out to everyone in the media business; just focus on those working in the same space as you. This will greatly increase your odds of gaining traction.

Types of Business Entities

As you begin to sift through your list of "recurring" companies, you'll need to understand what type of business entity each is. They will generally land within one of the following buckets:

- production companies;
- distribution companies;
- studios;
- agencies or management firms; or
- direct-to-consumer (D2C) outlets (e.g., networks, channels or VOD platforms).

Each of these entities serves a different purpose within the industry and therefore evaluates content through a different lens. And as each is reviewing content for a specific business purpose, you'll need to understand their position so you can present your work in the way that is most impactful for their business needs.

We've covered this already in various chapters, so we'll summarize here.

Production Companies

Production companies aim to find, develop and organize new projects with the specific intent of self-producing them. They generally have specific partners they approach for money—such as specific networks, producers and distributors; but their main goal is to find a solid concept in the early stages (at treatment stage or book stage, or simply a great story about a real person or event) and transform that into a sellable project. This is the type of company that will option a script or treatment, and then invest its own money in "developing" the project—attaching actors or other talent, creating the pitch decks, etc.—so that it can be properly pitched at the professional level. The aim or objective is for the production company to be "hired" to produce the project in exchange for a fixed fee—usually somewhere between 10% and 20% of the total out-of-pocket budget—that's paid out in stages for pre-production, production, post-production and delivery. These companies also generate funds by entering into "first-look" deals with studios, distributors or producers, where they are paid an annual "fee" and in exchange must present anything they flesh out or develop to that partner before anyone else in the marketplace. After a string of successes, a production company can be bought by a larger distributor—so that productions can be made directly for them—or enter into an exclusive deal with a major studio. Because of how they generate their cashflow, production companies tend to prefer very specific types of content—ones that cater to the needs of their paying distribution partners. To simplify: production companies seek projects that fit their niche; they develop projects in order to hook and secure a distributor or D2C (network/platform) partner to handle the financials.

Distribution Companies

Distributors are not invested heavily in the details of a production; rather, they tend to make their cash on the brokering of rights (i.e., the sale of a project's rights from one party to another). Although they can be very particular about the types of programs they seek, their comments/notes and feedback tend to be very much on what the marketplace wants to see rather than on how the evolution of a character is portrayed. That's not to say they are agnostic about story—distributors are very savvy about story structure and character arcs—but these tend to take a back seat during the creative process; instead, attention is targeted on the business structure that will fund the project. Although they may want to see specific talent onscreen, their analysis of that talent is mainly based on how much revenue one actor might generate versus another. While production companies acquire rights in scripts or projects during their early stages to develop them for the marketplace, distributors acquire scripts and/or projects with a focused approach to pre-sell or fund them via business deals. They will then manage the rights to the property for an extended period, gaining a 15%(ish) to 35%(ish) distribution fee on every sale during that project's existence (which is in direct contrast to the general one-time 20%(ish) production fee received by a production company). To simplify: distributors need projects upon which they can broker rights deals; they seek projects that are likely to move within the marketplace and will attach production companies or talent to projects in order to elevate their sale potential.

Studios

Think of a studio as a closed but self-sustaining ecosystem. A studio is essentially a corporation or business entity that manages both a production wing and a distribution wing. A production wing could comprise a single team of producers;

or it could be built on dozens of existing but separate companies, each operating to supply the distribution teams with fresh content. A distribution wing is generally a focused team of executives that oversee rights management, sales and release strategies. Studios are often thought of as major Hollywood entities—for example, Universal, Sony and Disney—but they can also come in surprisingly small independent form (e.g., a one-person company could technically serve as both a production and distribution company; although most are in the range of an All3 Media or Entertainment One). Studios also tend to own or manage their own D2C outlets (which can range from several major television networks to a small bundle of niche VOD platforms). The D2C outlets inform top distribution executives as to which forms of content trend well and generate money; the distribution teams then evaluate this information and create content strategies for future years; and the production entities take this information and create and/or acquire content to meet the mandates handed to them. In this system, it's important to understand that your work is evaluated purely to determine to whether it would benefit this cycle (and help the studio grow).

Agencies or Management Firms

Agents and managers aren't in the content business *per se*. They don't broker the rights to projects; instead, they broker access to the talents of an individual. You wouldn't initially consider an agency as a potential outlet for your work, but if a project has market traction, an agency could scoop it up with the intention of attaching other talent. When it comes to pitching a script or project concept with the intention of attaching talent via an agency or management company, understand that this will really require a producer with a track record. And when it comes to presenting your work to an agency or management firm with the intention of securing representation, understand that there are far more cons than pros if you sign on too early. (I expand on this later in the chapter.) The key point here is that agents and managers do evaluate projects for development purposes, but generally only for higher-level content (i.e., properties with secured financial attachments).

D2C Outlets

Most D2C outlets will only evaluate content submitted to them by established production companies, distribution companies or vetted talent agencies/managers. The reason is that most D2C entities don't fund projects; they license them (after they're completed). When I pitch projects to these major companies, I do so in order to secure a pre-sale, negative pick-up or elevated acquisition (one where a set price is agreed but will not be paid until a movie or series is delivered). That means they only want to work with companies that can handle this massive financial burden and have a reputation for delivering quality market-ready content within workable budget constraints. Many of those new to the industry falsely chase these major entities first, assuming they're the correct targets to secure a pitch meeting. But in truth, these firms prefer if your projects instead go to a production company, distributor or mini-studio (where the teams can develop them further, make the proper script adjustments, populate them with the right cast/crew and set them up in tax-efficient locations). It is advisable to know who's who in the D2C world (e.g., the names of CEOs and top executive talent), and keep up to speed on each company's popular titles.

How to Tell Who's Who

To help you distinguish one company from another, consider the following loose generalizations. You can usually spot a production company because they often have somewhat goofy or silly-sounding names; they're fun, clever and use trendy graphics in their logos. Distribution companies tend to have corporate-type names and have a more serious or mature look/style to their websites and company language. Studios generally "ring a bell" of familiarity (you've likely seen their logos or heard their names if you follow the trades). Agencies and management companies usually include the words "agency," "artist" or "management/manager" in their names. And D2C networks, platforms and outlets include anything that makes content directly available to a consumer (which you can directly access on a TV, in a building (theater) or on a VOD platform).

By understanding the differences between these types of entities—as well as how they work together—you can tailor your pitch so that you're communicating your ideas in the manner that best dovetails with their business needs. You'll be able to more efficiently and meaningfully elevate your project in their eyes as an opportunity that will help achieve their company goals and objectives.

Who Does What?

As you start to organize your list of production companies, distribution entities and smaller-scale studios—ones that are associated with the projects you've created or are seeking to create—you'll need to start researching who does what in each company.

As you look up company websites, you'll be able to find links to the details of key executives—generally with a photo, a small bio and a list of credits or responsibilities. This is a great way to start identifying individuals you should be directly reaching out to. Social media platforms with a business focus (e.g., LinkedIn) are also great for this task—especially as people keep their details fully up to date. Other useful resources include IMDb, trade archives (e.g., *Variety*, *The Hollywood Reporter*) and simple Google searches.

But rarely do people write bios in which they specify their actual objectives (e.g., "I buy movie scripts" or "I sell scripts to get the budget financed"). So, to help you navigate this stage, here are a few common job titles with a generalized overview of what these individuals do so that you can identify the right points of entry.

Development/Creative Executives

Anyone with the word "development" or "creative" in their title is generally in the business of finding and sourcing new content and helping flesh it out or structuring it for professional presentation. They are the ones screening pitch decks, scripts, formats, treatments and even one-sheets with the sole purpose of finding fresh content that they can present to their teams or to clients. Although they're looking for diamonds in the rough, don't make the mistake of thinking they're willing to invest endless time fleshing out a project; they're really on the hunt for projects that are essentially ready to go (i.e., that might just need a bit of direction, polishing or cleaning up). Development and/or creative executives are generally found at production companies or working in the production wings of studios.

Acquisition Executives

Someone with the word "acquisition" in their title is in the business of buying content (or, more accurately, securing the rights to a project). While this traditionally implies the acquisition of movies or shows, these executives are equally interested in reviewing projects that are on the horizon. Many larger distribution companies are linked to production companies or have several production entities they work with regularly. Equally, many distribution companies might want to pick up the rights to pre-sell (at an elevated acquisition level) original concepts to networks. As a result, presenting projects to acquisition executives can give you valuable insight on potential homes down the line, anticipated budgets and other critical details. Acquisition executives are always on the hunt for new content—even in the early stages. Although they might not come in with the first "skin in the game" money, they might very well come on board as a gap financier—adding that final 10% at the end to get a show funded. Acquisition execs are generally found at distribution companies or bridging the production/distribution world at small studios.

Distribution Executives

The word "distribution" generally implies sales or the means of getting a film or series placed with revenue-generating outlets. But remember that pitching is selling, and that distributors are constantly on the lookout for fresh content to sell in order to keep their pipelines moving. The lines of responsibility have blurred greatly over time and distributors pre-sell and package content early, just as agents and development execs do. Plus, distributors are the most informed about the real-world market values of projects—what they can earn and how much they will likely generate. Although distributors are much more interested in completed projects—or ones with money attached—they will evaluate scripts/pitch decks and will happily pass them along internally if they feel a project has merit for their company's objectives. Distribution executives are also great at securing a script/project with a production company or advising a would-be writer on how best to tailor their project for the market (i.e., how to make it more "sellable" professionally).

Do You Need an Agent Before Reaching Out?

In short, no.

Agents absolutely serve a valuable role in the entertainment business, but you don't necessarily need one when starting out. In fact, signing with an agent too early can actually hinder your potential opportunities. (The same can be said about joining major unions too early, unless it's a union that permits you to work on both union and non-union projects—but more on that later.)

As outlined earlier in this chapter, agents make their income by brokering and negotiating the terms and conditions of clients' deals (and taking a percentage of the overall money). But understand what this means. A critical point here is that agents aren't in the business of pushing or promoting their clients' talents (or ensuring they're getting work); they're in the business of *withholding* their clients' talents until top dollar is offered. If you're an established, highly sought-after A-list talent, you will definitely benefit from the deals an agency can deliver (and they'll be climbing all over you to get you signed). However, if you're new to the business and just starting out—with the real-world approach of getting your feet wet in the indie realm—then having an agent can potentially hinder opportunities. In order to drive up value and increase revenues, agents might actually block some opportunities, make unrealistic demands or even leverage your work in order to increase the offer on another writer's project so that they can increase their own bottom line.

I'm in no way suggesting agents are bad and that you should never sign with one. What I am saying is that getting an agent involved too early, when your career isn't yet established, can sometimes be more problematic than it's worth.

Another route is to find a manager (especially if you're a writer). A manager will review your work, offer feedback on where they see your market niche and then work to get you actual writing opportunities in the business (helping to grow your career in a similar way to a coach). They also take a percentage of your earned income for their services, but their aim is to secure you writing gigs and help launch your career. A manager will see your potential and want to help get you on the right track. An agent, by contrast, doesn't want you working until they've been able to put together the most lucrative deal possible. That said, managers are few and far between; and in order to gain the attention and support of a manager, you'll need to have an established reputation of strong project output (i.e., you'll need a few credits under your belt).

There's an argument to be made here that an agent serves to protect the client (with the very real-world point that an agent only gets paid if their client is working); but far too often I've seen agents simply focus their efforts on clients that are generating attention in the market, while ghosting those that aren't currently trending.

As someone who has overseen or been associated with deal making at the early stages of film and television projects, I have seen several great opportunities fall apart because an agent has had way too many steep demands (ones that simply routed us to another script/producer who was willing to work at our level). And equally, I've seen several unknown writers/producers get their first break simply by reaching out directly to production companies and distributors without any representation and getting a wide range of early projects off the ground (ones they otherwise would not have gotten into motion with an agent mucking up the business terms).

(Sidebar: even without an agent, if a company offers you a deal, it's still advisable to have a knowledgeable third party review the offer and revise terms to ensure your overall protection. Several entertainment lawyers will work for a flat fee to help you negotiate an offer. If you choose not to pursue a one-time legal consultation, then at minimum speak with a close friend or confidant that is familiar with such offers.)

Get Your Online Presence in Check

When you send an email or make a phone call about a project you want to pitch to an executive, producer or manager—or their assistant—they'll most likely do a quick search of who you are before replying (or reading/reviewing). They'll type your name and/or other identifying info into Google, LinkedIn, IMDb or some other media-related search engine. They're trying to answer the following questions:

- "Who is this person?"
- "Are they legit?"
- "Have they done anything else?"

They want to get a sense of how vetted you are: if you're just starting out or if you've already completed a project or two (and in what capacity—writer, producer, etc.). Incidentally, it's okay if you have zero completed projects and no IMDb profile; but that doesn't mean you shouldn't have something out there for executives to latch onto. You definitely need a professional online presence. While some would go so far as to suggest you need a full-on website (e.g., www.yourname.com), this isn't really necessary until you've had a few professional projects in the marketplace.

The first step is to clean up what already exists out there. Remove posts or accounts that work against your professionalism—or at least shift them to private. Ensure that when your name is Googled, the only things that pop up either are relevant to the realm in which you want to work (e.g., film or television; writing, producing or directing), or at least are clean/mature/upstanding. Use job interview or dating etiquette as your filter of what to post/write. Jokes and comments can be taken out of context, so think before you click (or again, keep them behind a private filter). Your name will be searched and you will be judged in the court of public opinion; post like your career is on the line (because it is).

Second, you need to brand yourself. On social media sites, there's always an "about me" section to complete. This is valuable real estate where you list your objectives and goals using key search engine lingo. On Twitter, Instagram or whatever social media platform might exist in the future, write an "about me" blurb focused on how passionate you are about screenwriting; then ensure that 99% of what you post is relevant to screenwriting. (The same goes for producing or directing.) On LinkedIn, build a career profile that shows you gaining momentum in realizing your goals; craft it so that at first glance it appears as if you're building a career toward producing film or television content (emphasize media-related conferences, groups and content, even if you're making a living via a non-media related company). Post industry-relevant articles along with your original insights on what's happening in the market. Don't lie about these things and make up a false history; just be creative and spin/highlight the attributes you want others to know and see about you. Also, with anything you post, keep it positive; don't nag or complain about the industry and stay away from divisive subjects (e.g., politics).

This all seems easy if you have a few projects completed. But for those with nothing thus far, it may seem unnecessary or impossible. Do it anyway. If you're fresh to the business and just starting out, it's perfectly acceptable not to have any projects to show; a targeted, optimistic and enthusiastic "presence" will be enough to separate you from the pack. If you're older and hoping to take a stab at a film or series, it's perfectly okay to say you're finally getting focused on a long-held—or newly realized—dream of creating media content. Social media is all about framing.

For those of you who don't have social media accounts (or only minimal followers), it doesn't matter. Open an account, create a professional presence, target your messaging and go for it. Follow relevant groups; use hashtags; express your thoughts/ideas about the work you hope to create; and contribute to other discussions. It doesn't matter how many followers you have; the point is that you have the handles, posts and images present so that your name brings up a "first glance" professional presence when an executive—or their assistant—conducts a Google search.

Social media is a valuable tool and an online presence has become a professional must; but it can easily distract you from your real objectives. Don't let it become a time suck. Post relevant things periodically and do so as if it's simply part of your job (in today's world, it is). One LinkedIn post a month is plenty. One weekly industry-relevant tweet and/or Instagram post is more than enough. You're not striving to become an influencer here; the point is that you have a baseline level of online activity that's relatively recent and supports your aims. Limit your time on these platforms; if you find yourself scrolling through pages and procrastinating, close them ASAP. Treat social media like paying bills: log on, post what you need to and get off so you can focus on the real work at hand (writing and pitching the projects you're creating).

First Contact

Your project is market ready. Your online presence is professional. And you've completed your research (you have a list of several production and distribution companies, along with points of contact you'd like to connect with). Now comes the scary part: reaching out.

Where do you begin? Again, just go for it! You can write to executives directly—most of them anyway—via LinkedIn. Don't send your script or documents here, though. Instead, use this platform to explain you have a project that's aligned with content their company outputs and that you'd like to know the best way to send over materials. Very few will answer (which is normal), but those that do will likely give you their direct email address or direct you to the appropriate contact.

You can also call companies and get hold of someone in reception. They might be able to give you the email addresses of the individuals you're seeking or provide you with a workflow to follow (e.g., a generic info@company email address to which spec submissions are funneled). I can assure you that these accounts are reviewed and that content of interest will be evaluated.

Most companies will simply state that they don't accept unsolicited materials. That's okay; ask if you can send along a submission release form.

You can also attend markets or conventions. Don't worry about the big film festivals—focus instead on events tailored to the distribution business. Please understand that many of these markets are spread out around the world and that most charge very expensive entrance fees. If you are completely new to the business, attending events such as MIPCOM, Marche du Film, the European Film Market, NATPE and Hong Kong's Filmart (among others) can be illuminating in terms of seeing how the business operates. But before you fork out for an eye-wateringly pricey entrance pass (and incur the costs of air travel, food and hotels), try to first simply make some contacts via social media and email (which is free!). I would encourage you to attend such events in the future; but perhaps wait until your career has started to gain some traction, as you'll then have a much more rewarding professional experience at such events.

What should you say when reaching out cold? Be transparent (and confident). You have a project (ideally a few) that seems aligned with their company's library. You'd love the chance to speak by phone or Zoom to present your work—and yourself—formally. And be sure to mention that you're looking to grow your professional network and kickstart your career.

Just as there is no right way to pitch you project, there's equally no single correct way to reach out and introduce yourself. All that matters is that you first have a project—or projects—that you're proud of, and that your online presence supports who you want to be seen as (realistically, not embellished). After that, what will be most critical is simply that your work is something that would be of interest and that you personally seem like someone who "gets" the industry. How you choose to incorporate the above points into your professional life—and into how you present your work and yourself—is entirely up to you.

Don't blindly mass email copy/pasted pitches (they're obvious and get deleted). Remember the rules of dating when reaching out and following up. And always remember that pitching is a numbers game: the more calls/emails you send, the more likely you are to get a response. You will hear a lot of "nos" during this process (and may also meet with radio silence); it's completely normal and part of the process. I've been doing this professionally for nearly 20 years and still sometimes get radio silence! Getting an established executive even to respond—let alone read your script—is extraordinarily difficult. But remember, it only takes a single "yes" to get your professional break underway.

Questions Your Pitch Should Answer (Before They're Asked)

When an executive is listening to a pitch or reading a pitch deck or email, they'll be skimming for several key data points as they take in the overall story concept. If they don't see these in your pitch materials or presentation, they'll ask about them. Your objective is to address as many of the following high-level topics as possible by weaving the relevant information into your presentation before an executive asks about them.

Type of Project

Is your project a feature film; a scripted TV series; a reality TV series; a one-off special; a podcast? Essentially, what is you project? Think of this initial step as framing the format, style, tone and genre of your project.

Story/Concept

A clear outline of the project's concept is generally required in two forms:

- a short synopsis or logline of up to 100 words; and
- a more detailed outline (or a long synopsis) of up to 500 words.

Doing more with less is always better—and you'd be surprised at how powerful short outlines can feel if the time is taken to properly convey the critical information using a few well-chosen words. Here we need to introduce to our protagonist(s) and understand their objectives; we must also introduce our antagonist(s) and explain where and when the events are taking place. Most critically, we need to explain the *why* motivating these actions and be able to pull together the theme or intention of the work.

Verifiable Audience

Can you prove an audience exists—one that is tangibly out there ready to engage with your project? If based on a form of existing intellectual property—like a book or videogame—then the audience (along with their metrics and demographics) is pretty clearly identifiable. If the work is not based on original material, what type of audience is most likely to engage?

Marketplace Comparisons

What actual examples from the marketplace can you identify that will help focus an executive on the style or tone of your project? This is where you can use relevant examples of known projects to help explain how you think your project would land. Keep your examples recent and familiar. It's best to use titles, projects and talent that are widely known and remind people of successful money-making projects. Keep your examples recent and relevant.

Scope and Scale

Is this a movie that will cost $1 million or $100 million? Are we looking at a reality series with a cost of $50,000 per hour-long episode or $750,000 per episode? An idea might be solid, but the financials must make sense. Executives are very experienced at sensing where a project could potentially fit—meaning a specific reality show might resonate with a handful of TV channels, etc.—so if the scope and scale seem aligned with how those channels work, their interest will likely be piqued. However, if you're pitching a TV movie with the budget of a blockbuster, the likely return on investment is out of whack and the interest will be lost. Some might argue it's best not to consider budget—to let the story speak for itself; but I completely disagree. Although you don't have to specify an exact figure (and ideally shouldn't in any introductory emails), you should be aware of the real-world range and ensure that what you're pitching meshes with expectations.

What's New

What unique or fresh approach will you take on a given story? Why is your variation relevant? What does it offer that's new? An executive sifting through material has seen it all before. They want to be able to go to their clients and present them with something bold but safe; new but tested.

Project Team

Where did this project originate? How? Who are the principals leading its development? Anyone can namedrop; but what makes your development team or its writer—even if that's you—uniquely positioned to tell this story? And why should execs listen to you and/or read your script? Think of this like an "about me" blurb on social media: this is where you need to convince others your work (or the creative team's work) has merit and should be reviewed.

Flow or Structure Outline

All stories require a solid framework. While feature films come with an inherent structure, television programs and documentary titles are a little looser in form. A clear breakdown of what an episode looks like is vital for a development executive to understand the project in more detail. Consider the clearly mapped-out format of a competition reality series like *Survivor* or the story structure of each episode of *Law & Order: Special Victims Unit*. Although the storylines of both are unique from episode to episode, there is a clear overarching structure which each new storyline fits into. Regardless of whether you're presenting a film, a series or a factual project, a high-level outline or two to five-page beat sheet explaining the overall framework of your story structure will help a development executive see what you're envisioning.

Additional Materials

If an executive is intrigued by your initial elevator pitch (by email or in person), they'll want to know what else exists that can be reviewed or analyzed. It's very helpful to provide this information in advance by simply listing any available materials in itemized format (e.g., treatment, pitch deck, script, pilot script, episode synopses, bible). This tells the executive what else can be reviewed (and gives them insight as to how far along the project is).

Pitching with a Partner

Tag teaming a pitch can be a blessing and/or a curse. Going into a meeting of any kind with a partner can be a great opportunity to better present a concept or an idea; but both partners need a plan in advance.

I have been in pitch meetings where I've entered the room with a person I've never worked with before—someone I first said hello to in the lobby before the pitch! Generally, these pitches didn't pop the way they should have—simply because the two of us didn't have a rhythm. We didn't know each other's strengths or the different aspects of the project each of us would be best at describing. In these situations, things can get a bit awkward as both individuals sort of stumble through the talking points.

However, pitching with a partner can equally be a positive. You can rescue each other if either of you veers off course or augment each other's points to better align with others in the room. Very often, one person is great at delivering the story aspects, while the other is solid at pitching the business aspects. Pitching with a partner also allows one person to keep the conversation moving—and the pitch on target—while the other fiddles with paperwork or loads a pitch deck on a video screen.

But there should always be some level of rehearsal (or even a general understanding of who will discuss each specific aspect). Whenever I am pitching with someone I've never met, I make it a point to speak with them in advance. Ideally, I try to grab lunch, breakfast or even just a quick coffee to strategize and game plan a bit; but if schedules don't permit, I make sure we at least have a few minutes on the phone or in the lobby in advance of the meeting so we can at least know who'll be covering which talking points.

If you're creating a project with a partner with whom you already have a well-established relationship, it's still a very good idea to walk through the "who does what" workflow. Decide who will lead the pitch (and will be the first to start talking). If a slide deck or other visual will be used, it's important to rehearse the pitch together so that the progression is fluid. Decide which subjects you're each best positioned to speak on; that way, if a specific question is asked in the room, you'll know who should answer (without stepping on each other's toes).

Positive Questions to Ask

Almost every meeting/discussion will have a short window for you to ask a few questions; take advantage of this opportunity to gather information. The following questions need not be asked verbatim—it's completely fine to tweak or adapt them, or even to merge several into a single question, depending on your specific audience. But for a more fluid understanding of workflow—and to ensure you walk away with an understanding of follow-up requirements and next steps—gathering this information can be very helpful:

- *"How does the content review process generally work?"* This gives you sense of how long your contact might need to adequately review your pitch materials and potentially share them with colleagues internally.
- *"When would be an appropriate time to follow up?"* This showcases your professionalism and understanding that the pitch and review process takes time; it also shows you have respect for other people's workloads and appreciate that your project is not the only item they'll be reviewing. This also gives you a sense of when it realistically makes sense to follow up.
- *"If this project feels like it could be a good fit, what would the next steps be?"* Does this company engage in shopping agreements, option deals or other types of deal structures? Does their approach vary by project? Although you should never ask about money at this early stage (see below), you can gain valuable insight on what might be the next course of action should they make a bid on your project.
- *"At what stage should a project be in for your team to consider it?"* Obviously, in your first pitch, you'll be showcasing content that's fully fleshed out and market ready. While most companies need content to be far enough along to properly evaluate it for consideration, some are open to discussing projects in their earlier stages (sometimes as early as the concept stage). Although everything you're presenting should be as far along as you can get it independently, the company might be open to reviewing projects at an earlier stage (and you might just have one or two "ready-to-go" ideas in your arsenal that mesh well with its needs).
- *"Can I send you some additional materials?":* As discussed above, you need to keep your pitch meetings targeted. Present one major idea, and maybe add on one or two others if relevant. Too many projects can be overwhelming, so never present more than three during a meeting. Instead, ask if you can send over other relevant ideas/concepts. This is a great opportunity to resend any formal pitch documents about what you discussed and attach a short overview of targeted pitches (maximum 100 words each) that align with everything you discussed during your meeting. Again, keep these targeted and on point.

Questions They Might Ask You

This is a two-way street. If an executive or development team likes your projects, they'll likely have a few general questions for you as well. Here are some examples:

- *"Are you represented (by an agent or manager)?"* This is pretty much a "yes" or "no" question; if yes, you can namedrop.
- *"What are your expectations?"* This is a soft question that's seeking a critical piece of information: how much money are you looking for? It's best not to state specifics here. I try to answer these probing questions in a vague way. I say that I'm realistic about the marketplace but do feel this project has merit; that I'm open to unique deal structures but need to ensure they make sense. A vague answer like this doesn't corner you and allows the conversation to continue. The goal is for them to make an offer (not for you to reveal what you're willing to accept).
- *"Are you a member of the Writers Guild of America (or any other professional union)?"* Union writers are very expensive. While at the studio level, having a writer be a union member is a given, at the indie level it can cause problems (mostly due to the steep upfront costs to get a quality project scripted and the need to figure out who will cover those expenses). But where there's a will, there's a way. Distributors and executives can be quite creative in terms of finding ways to get a script written and keep the process going; although there have been projects that have stalled at this stage. If you're at a point in your professional career where you are eligible to join one of the major unions, ask other members their views on when you should join (just because you're eligible doesn't mean it's the right career move to jump in). Understand how union membership can affect your personal career and determine the right time for you to join.
- *"Has this been pitched anywhere else?"* If you are asked about your project's pitch history, you can simply say that it's "being presented to the usual suspects." This simple phrase confirms that you're talking to others—likely their competition—and that you know enough about the business to keep your options open. Even if you aren't pitching it elsewhere at present, this suggests you're actively making the rounds. It's perfectly logical for executives to ask; but you certainly don't need to provide information that isn't necessarily any of their concern.

At the Conclusion

Be mindful of the time. If you have only a 30-minute meeting scheduled, try to keep it at 29 minutes (which allows a one-minute window to shake hands, thank everyone for their time and make a graceful exit). If you are speaking and notice that you're running out of time, it shows a great deal of character to pause your speech and mention that time is almost up—which allows the executive on the other side to give you a clue as to whether it's okay for you both to run a little over.

Always say thank you at the end of the pitch (it's surprising how many people forget this). Shake hands, be appreciative and step out. A simple "It was really great meeting with you; thanks again for your time and looking forward to next steps" works wonders.

(Sidebar: if you find that you need to use the restroom, go elsewhere. There's nothing more awkward than asking to use the bathroom after a pitch—chances are they might need to use it as well, which can be an extremely weird moment if you both find yourselves in there it at the same time. Just get out of the building and find another location.)

That same day, send a thank-you email. It sounds old school, but it keeps your name in the client's inbox.

Formal Follow-up

Send your formal follow-up email about two to five days after your pitch meeting. Although there isn't anything wrong with a slight delay (e.g., two weeks after the meeting), you'll give a more positive impression if you can have your name in their inbox within a business week.

This email doesn't need to be labor intensive. With a very simple subject header—for example, "[Name of project] follow-up"—all you need to do is compose a concise email that:

- thanks everyone for their time;
- lists all the main talking points from the conversation; and
- includes any documents, scripts, screening links or materials you discussed during the pitch as attachments.

Do your best to ensure everyone in the meeting is on the thread (including any executive assistants that helped coordinate things). Try to find one or two key individuals to address your email to while keeping everyone else cc'd.

Then, after giving it a solid proofread (and double checking your attachments are correct), send it off.

Radio Silence

The pitch went great; you've followed up and the executive replied that they'd get back to you—maybe even by a specific date. But that date has come and gone and there's nothing but radio silence.

Don't panic. Silence or a lack of response doesn't mean they're not interested. They might be extremely busy; perhaps unexpected problems have piled up at work that they need to deal with. They might be dealing with a personal matter and can't respond to emails as quickly as they'd like; or they may have been suddenly called out of town and haven't set up an out of office reply.

It's perfectly okay to reach out casually to keep the discussion moving. However, give it time—ideally a full seven to 10 business days—before doing so. A casual "check in" follow-up can be a bit boring, so I try to find a legit reason for reaching out. For instance, if I came across an article in the trades related to a client I'd recently sent a few projects to, I might reach out to mention I'd just read about something interesting they were up to; I would phrase the follow-up as if this bit of news had triggered my memory, so to speak. This type of approach often elicits an actual response, rather than getting buried in the dozens of other "follow-ups" they likely have clogging up their inboxes.

When they Pass

You will inevitably receive rejection emails; these tend to be very formally written and handled very calmly. Don't sweat it; rejections are inevitable and even the very best projects sometimes take a few rounds before they land in the right place. Truth is, just about every Academy Award-winning, Golden Globe-winning, BAFTA-winning, Emmy-winning (or any other accolade-winning) project will have been rejected multiple times before it finally found common ground with the right partner.

Rejections can feel disappointing and/or defeating—especially when they're preceded by a long period of silence; but remember to stay professional. A company passing on your project slate is not a knock against you; it's simply a business statement that the company isn't the right place for your current project. Nothing more. Don't write a nasty email back or send a note you'll later regret. Take a deep breath, put on a fake smile and thank them for their time and consideration. And despite the rejection, you now have that individual as a valuable professional contact for future projects (and they'll know you took the pass in a professional manner).

Distracted Pitching: Cutting Through the Noise

In a post-COVID-19 world, many companies have been won over by the ease of videoconferencing. Busy executives are better able to manage their schedules; it's no longer necessary to travel across town (or further) to have a discussion; and the taboo of Zooming from a non-workplace environment has been lifted.

But it can feel pretty demoralizing when you're pitching a project you're passionate about and can see the reflection on the executive's face blasted by computer light as they blatantly skim the internet; or when connectivity issues disrupt your flow.

Truth is, distraction is inevitable. But this is equally true of audiences. People watching content in the real world have the TV playing in the background while they're buying supplies for the house on their phone. The TV is playing while they're cooking food for their families or having a toddler pulling at their shirt. If your pitch can cut through the noise; if it can cause your audience—in this case the executive hearing your pitch—to slow down and focus on what you're saying, then you know you have something that commands attention.

Also, don't be so quick to judge the executive on the other side who might seem as if they're not paying attention. Very often, if they're typing or skimming the web during your pitch, they could very well be typing up their notes, Googling a name you've just mentioned or pulling up an email thread from a similar conversation for reference. (I certainly do all of these things on pitches so that I'm as informed as I can be about the names being discussed and the performance of similar titles.)

Tailor and Individualize Your Pitch

A blanket pitch won't work. You need to take the time to make your pitch unique for each client. The business needs of Netflix are completely different than those of Hulu or HBOMax, as are their audiences; and thus what they need to see in a pitch is also different.

Executives receive so many pitches that they can sniff out an inauthentic email from a mile away. They are taking their time to review what you're presenting; so the least you can do is relay the same personal appeal. Individualize your pitch deck or lookbook for each company. These documents aren't even printed anymore—they're digital; so all that's required is a simple text change.

Here's what you need to do:

- Customize your pitch deck for the client to which you're pitching; address it to your specific client by name (or company name).
- Each email you write should be 100% authentic for each client. I use different language when pitching AMC than when pitching Roku. During your research stage, you'll gather insights on what these companies need to see in a pitch and what their corporate objectives are. By reviewing their websites (or even "investor" related Securities and Exchange Commission filings—such as 10Ks—that are publicly available), you'll get a sense of the style/manner in which these companies internally describe their business; use the same style of language that they use.
- Make your email synopsis slightly more "conversational," as if you're a friend explaining it, rather than copy/pasting a perfected logline. The objective with your email is to get them to open your pitch deck; with a tailored pitch deck (and the formalized logline and synopsis in print within), they'll see you took the extra time to give them a more rounded explanation of the project.

All of this takes a great deal of time, but it's worth it. I'd love to write one email, then simply copy/paste it or blast it to my contact list with generic materials attached. But a copy/paste is very obvious to readers and will very often simply get deleted. The more you can make your email and pitch materials feel unique for your client, the more likely they are to give you and your project a shot.

Shit Happens

Years ago, my colleagues were extraordinarily close to finalizing a factual project with a major US TV channel. It had been greenlit. Budgets were approved, cast were secured and call sheets were being organized; they were literally days from production. But seemingly out of nowhere, the CEO of the company was removed and a new management team was put in place. A day later, a new company content director was appointed and they axed the project, stating that it no longer fit the "new direction" of the company. Similar situations have arisen at various companies across the media landscape: a project can have all the right momentum, but at the last moment something seemingly insignificant changes and suddenly the project is shelved.

As frustrating as this can be, remember that these "shit happens" events can equally work in the opposite direction. Projects that never seem to gain traction can suddenly be in high demand. Scripts or development deals that seemed as if they'd never get out of the grinder suddenly become a top priority.

Perseverance is arguably the most critical skill you must learn during the pitch process. Perseverance is not a personality trait; it's not something you're born with. It's a mindset you can learn. You will have bad pitches (the most successful people in Hollywood have stumbled through at least one horrible pitch—likely several). You will hear the word "no" constantly. And you will feel like things are going to happen only to see them collapse like a house of cards in an instant as a result of something 100% out of your control. But stick with it. Because you will equally have amazing pitches; you will hear the word "yes"; and when everything seems to be working against you, suddenly the winds will shift and everything will tilt in your favor.

Final Thoughts

When you're first stepping out to meet with executives, your true objective is not to sell a project, but rather to build a relationship. You're asking that executive or producer for some of their time—and these are very busy people. So if they agree to meet with you, you need to ensure it's worth their while. Your objective is to show that you "get it"; that you have the talent required; and that you have quality materials to offer.

To be taken seriously by producers and executives, I highly encourage you to have a minimum of two (ideally three) fully fleshed-out projects. These can be in finished script form or treatment form with a pitch deck. But they should be fully completed, ready-to-present concepts. The story should be clear, the level of budget identifiable and the market readiness on point. In addition, you will need at least five—ideally eight or nine—ready-to-go concepts that you're working on. These can be more at the short synopsis stage (150 words outlining the high-level concept of idea).

This volume of content can seem daunting when you're starting out with your first project. But that's all you need to think about: one project at a time. Once each is completed, put it to the side and start a new one. Keep going. When you have three in the bag, flesh out a fourth. Now you're in a position to choose which two to three projects to show to each distributor (tailor your choice accordingly). The idea is to be seen as a creative machine—one that can generate and pump out projects (much in the manner that producers and executives need to ensure a steady and regular pipeline of content for their clients).

And finally:

- *Get comfortable speaking in public:* If the idea of public speaking scares you, seek out an improv/acting group or a speech class designed to help people overcome this fear. You will need to feel comfortable speaking with executives (potentially groups of them) if you want your ideas to be heard. Conquer this fear.
- *Be confident in your ideas:* What you're bringing to the table holds value; it sometimes just takes a bit of trial and error to present it in the best way possible. Go with the flow during this process.
- *Trust your instincts*: If a contract doesn't feel right, a production executive seems untrustworthy or an opportunity doesn't feel like the right fit for you or your project, then trust your instincts. The hardest thing you can do—especially in an industry where the odds seem stacked against you—is to say "no."
- *Always be working*: Write every day. Skim the trades every day. Reach out professionally every day. Every single day, you should do something to advance your career. Some days you might be able to find several hours to dedicate to this; others you might be lucky if you get more than 15 minutes. The point is that you need to make the time to keep your career moving. No one else is going to do it for you.
- *Learn about the business:* Learn about aspects of the business you don't know anything about. Don't be intimidated by business jargon; learn to understand it (and speak it!). There are incredible books and online resources that simplify extremely complex financial, corporate and legal concepts; utilize these to the full. When you understand the business of media, you understand how to create your own big break.
- *Build a network:* Relationships are extremely important to your professional success; but building a network (especially when starting out) seems impossible. Truth is, nobody builds a network overnight—it takes time. Start slow and create small habits. If you're a student and a guest lecturer speaks in your class, connect with them online via social media with a quick thanks (you'd be surprised how easy it is to reconnect in the future). If you read a blog, article or book by an existing executive, you can do likewise (again, connecting with them via social media just to let them know their words made a difference to you). Communicate with industry-related individuals who serve completely different sectors from your area of focus; their insights can be extremely valuable. Very small and repeated steps will help your network grow. To quote Conan O'Brien: "If you work really hard, and you're kind, amazing things will happen."

Get to work: mold your ideas into market-ready shape and start reaching out professionally. There's no such thing as an overnight success—every writer, director, actor, producer and executive worked hard over years to build the careers they enjoy today. Every single one of them was bound by the same 24-hour day that you are; and many of them started with far less technology and easily accessible information than you enjoy today. The tools are out there, and many are available completely for free.

Sometimes the hardest thing in the world to do is just to start.

APPENDIX I
Sample Representation/Shopping Agreement

A "shopping agreement" grants a producer, distributor or development executive the right to formally license the rights to a property with the specific goal of shopping it around to third parties in order to gauge interest.

Often, a producer or executive will come across a project—a script, a treatment, an existing television format, a book or any other conceivable story material—and sense potential. In these situations, it's impossible to know for certain whether the project has merit in the marketplace; the only way to determine this is to put the project in front of actual business contacts and gauge their response. As it would be illegal (and unethical) to present a project to third parties that hadn't yet been formally secured, the concept of a simple shopping agreement—sometimes referred to as a "representation agreement"—came to life.

Although the concept of a shopping agreement feels a lot like a traditional option agreement, there is one subtle difference: a shopping agreement does *not* allow the distributor or producer to make business decisions on behalf of the project; whereas a formalized option agreement allows an executive the right to attach talent, commission scripts/writers and "set up" the project with the intention of obtaining a greenlight. A shopping agreement, on the other hand, only entitles a producer to present the project to market test it and see if there's any traction. If the market seems receptive, the parties will transition the shopping agreement to an actual option agreement.

As an example, let's say a novelist named Jessica Author has been in discussions with an executive from a television distribution company about a new book she's self-published called *Murder in the Suburbs*. The TV exec loves the book and feels it could be a great fit for a few TV networks. However, as this project exists only as a novel—and no screenplay exists (and Jessica Author has zero experience writing screenplays)—the TV executive feels a shopping agreement would be the best initial step. A shopping agreement would allow the TV executive to present *Murder in the Suburbs* to networks to gauge interest, but would not oblige the executive to hire a screenwriter and adapt the novel into a script; the conversations can remain high level only. An added benefit for Jessica Author is that shopping agreements tend to have very short durations (sometimes as brief as two or three months); if there is no interest during this shopping period, Jessica Author will get her rights back (and can try again with a different executive down the line). That said, during the term of the initial shopping agreement, if the TV executive plants a seed of interest with a network, the arrangement with Jessica Author could elevate into a formal option agreement.

Let's dive into a sample version so you can get a sense of how shopping agreements are put together. We'll use the above example of a book author (Jessica Author) who licenses her rights in a self-published novel (titled *Murder in the Suburbs*) so that a TV executive's company (Shopping Distribution Rights Co., LLC) can present the project to a few networks.

Although these can come in a variety of formats—and the specific language can vary from one company to the next—the main ideas in this example will give you a sense of what to expect.

Shopping Agreement

Date: ________________

By and Between:

Shopping Distribution Rights Co., LLC
123 Any Street, Suite 456
Los Angeles, CA 90028
Phone: (323) 555-5555
Email: exec@shoppingrights.tv
(Hereinafter, "Producer")

And

Jessica Author
456 Any Street, Apt. #123
New York, NY 10010
Phone: (917) 555-5555
Email: writer@author.net
(Hereinafter, "Owner")

Producer and Owner shall be jointly referred to as the "Parties"

Whereas:

i) Occasionally agreements like this will begin by outlining what each party brings to the table and what the objective of the agreement is designed to achieve. For instance, the agreement might first specify that the Producer is in the business of identifying and developing projects with the intent to get them financed or produced.

ii) Equally, it would define the Owner as being a party that owns or controls rights in the property—in this scenario, the self-published book titled *Murder in the Suburbs* (hereinafter, the "Material") that the Producer would like to acquire; and

iii) Finally, it might specify the core objective, such as the Producer's intention—but not promise—to generate interest in order to later attempt the development of a television feature film or a series of television episodes based upon and adapted from the Material (hereinafter, the "Program").

The Parties hereby agree as follows [i.e., this is where the nuts and bolts are outlined]:

1. **Material:** That certain novel titled *Murder in the Suburbs* written by Jessica Author. Occasionally, more information will be added to clearly identify the source material—such as the ISBNs—so as not to cause undue market confusion.

2. **Fee:** There isn't always a fee for a shopping or representation agreement. Occasionally it's simply a binding agreement whereby monies are split only if the shopping agreement elevates into an option agreement. Other times, if monies are paid, they are usually quite small (modest at best)—ranging from $1 to a few hundred dollars on lesser-known titles up to a few thousand for mid-level properties. Occasionally these "fees" are recoupable; but "recoupable" should only imply that if the deal is elevated to an option agreement (or other advanced stage), the monies already received will be subtracted from future payments. (For avoidance of doubt, "recoupable" should never mean that if the Producer does not garner interest, the Owner must pay back the full amount—that would instead be a "deposit", which doesn't apply here.). If you receive a shopping agreement with zero money upfront, you can ask if a fee is possible (but don't discount the opportunity if the pricing remains zero).

3. **Term:** The term can vary—from six months to 12 months is completely normal. Occasionally, very short windows of one to three months are established, but these are usually reserved for high-end projects that already have momentum (e.g., a "hot" book or script with a name piece of talent attached). Usually, there is language defining how extensions or renewals of the term can be put into motion. Additionally, the Fee is almost always re-established during such an extension or renewal—so that it's payable upon each extension.

4. **Territory:** Usually, this is defined as a single standard "territory" according to distribution definitions (e.g, the US; North America; the UK and Ireland). Occasionally, the territory is much larger—worldwide or even simply "the Universe". If the Producer feels the Material would work best with a network TV channel, a single territory will suffice; however, if the Producer thinks the project might work for a global platform like Netflix, worldwide or even "Universe" language might be required.

5. **Shopping Rights:** The definition of Shopping Rights is the crux of this entire deal, as it clearly lays out what the Owner is giving over to the Producer. Additionally, this is where the Producer builds in a workflow of how they intend to exploit the rights after signature. For example, the Owner might grant the Producer the exclusive right to submit the Materials to third-party entities (including, but not limited to, studios, financiers, producers and production companies) ("Production Entities"), during the Term (as defined above) with the express intent of developing, financing and/or producing a Program adapted from the Material. Or the Producer may be required to notify the Owner in advance of each "presentation" to a potential client. Regardless of what the parties have agreed, this is where the workflows are spelled out. It is advisable to at minimum require the Producer to provide the Owner with a list of all submissions (with date, contact name, party, response, etc.), so that the Owner has a solid sense of where/how the project has been presented within the market when the rights revert.

6. **Expiration:** All contracts must have a clear definition of closure; this could be the formal conclusion of the term (the end date) or some sort of exit clause where the Parties can withdraw from the agreement early should they so choose. But in a shopping agreement, since market response to material can take time, the "expiration" sometimes has a few layers. As an example, if the Producer has not concluded and signed any agreement(s) in connection with the Material by the end of the Term (as it may be extended), then:

   - the Producer's rights in the Property in the Territory will usually terminate;
   - all rights in and to the Property will revert back to the Owner, while all of the Producer's contributions to the Project—brochures, lookbooks, pitch docs, etc. will remain the property of the Producer; and
   - none of the parties hereto shall have any remaining obligations to one another.

   Notwithstanding the foregoing—one of my favorite common legal phrases, by the way—if during a period of time after expiration of the term (usually six to 12 months), a Production Entity that was pitched the Project during the Term decides to enter into an agreement for the Project based on the development material verifiably created by the Producer, the deal terms of the shopping agreement essentially can come back to life. All this said, there should always be some form of "exit clause" built in that allows the Owner an early withdraw if they feel the Producer is misrepresenting the rights or simply sitting on them (not actively presenting them).

7. **Warranties and Representations:** This is a staple in any agreement, essentially stating that the Owner "warrants and represents" (i.e., promises and can verify) that:

    - they actually own and/or control the rights they say they do;
    - no other entity out there can rightfully make a claim of ownership; and
    - the Owner has the full legal right to enter into the agreement.

    The Producer, on the other hand, must equally "warrant and represent" that:

    - they are who they claim to be; and
    - they equally have the right to enter into this agreement.

8. **Entire Agreement:** Almost any agreement will have an "entire agreement" clause. Language usually reads along the lines that:

    - the agreement will constitute the entire understanding of the terms;
    - it cannot be amended or altered except in writing with signatures; and
    - it's completely binding.

    Usually there's information here stating that the agreement cannot be assigned—that is, passed along—to another party (e.g., Jessica Author couldn't transfer this agreement to a friend and Shopping Distribution Rights Co., LLC couldn't sell the agreement to a third party). The real purpose of this clause is to ensure that a single sentence in one part of the agreement cannot be read and/or interpreted on its own; the understanding of that sentence must be put into context against the entire agreement.

9. **Governing Law and Jurisdiction:** Most agreements will be governed by the law of the country where the acquiring party is based. For instance, if Shopping Distribution Rights Co., LLC is based in Los Angeles, this point might read: "this Agreement shall be governed by and construed in accordance with the laws of the State of California, County and City of Los Angeles." But the jurisdiction could just as easily be New York, Toronto or London.

And then the parties sign.

ACCEPTED AND AGREED:

PRODUCER	OWNER
By: ______________________	By: ______________________
Its: ______________________	Its: ______________________

APPENDIX II

Sample Non-Union Option/Purchase Agreement

If a development executive, producer or distributor likes your project—and is confident that it has the market appeal necessary to bypass a shopping agreement—they have two avenues to obtain the rights:

- They can "option" your project (or borrow its rights for a limited window of time with the intention of setting up the project with a studio, network or production company); or
- They can outright purchase all rights to your project, meaning you'll be handing away the rights in exchange for a large(ish) upfront sum of money into perpetuity—or for a duration in years that might as well be perpetuity.

Although these workflows are usually split into two separate deal structures, the language and concepts of both types can occasionally be lumped together into one all-encompassing deal known as an "option/purchase agreement" (which is the example we'll focus on here).

The best way to think of the option/purchase is as a rent-to-own model. Generally, with an option agreement, a small fee is payable to the rights holder in exchange for taking the rights off the market. After the initial option period, the acquiring party might not exercise the option—meaning they might not make the project transition from pitch level to that of a greenlit production, so they might request to renew the option. After a few cycles of renewals—and payments for the right to do so—the acquiring party might simply "buy out" or purchase the rights to simplify the process. Alternatively, it may be more effective for the acquiring party to simply purchase the rights upfront in order to more effectively manage the project's development and placement. Or—and this is the aim of all parties involved—your project might formalize into a full production with a network or media outlet; this final stage of the option process would therefore require the development executive to "exercise" their option, which would require them to purchase your script.

To give you a better sense of how an option/purchase agreement works in the real world, let's assume that an up-and-coming screenwriter—Jessica Screenwriter—has successfully optioned the book rights to a novel (self-published as an ebook by a fellow writing friend), and has adapted that story into a feature-length script titled *Sellable Feature-Length Adaptation*. In addition to writing the script, Jessica has created a solid 10-page pitch deck which highlights the strengths of the book, the verifiable audience, the market reach of the book and a synopsis of the story.

After taking the initiative to reach out to several production companies and distributors, Jessica enters into a few high-level introductory conversations. And after multiple pitches, a development executive at Purchasing Production Company, LLC—a non-Writers Guild of America (WGA) signatory that produces several low-budget TV movies annually—has taken a strong interest. This development executive sees the potential in *Sellable Feature-Length Adaptation* and feels the script as currently written holds enough weight for an option. However, as Jessica is a new writer with no credits and the script still needs some improvements, Purchasing Production Company decides to use an option/purchase agreement to secure the rights in the event that additional rewrites—or additional writers—are required down the line. Additionally, the amount of money this development executive has been approved to spend is quite small, since a project from an unknown writer carries risk.

The development executive offers an option period of one year in exchange for a $1,500 option fee. Jessica decides to go for it: an option of $1,500 is better than nothing and this opportunity is a major first step in her career.

What follows is a sample of how Jessica's contract might appear.

Non-Union Option/Purchase Agreement

DATE: As of ____________________, 20______

PURCHASER: **Purchasing Production Company, LLC**
123 Sunset Blvd., Suite 456
Los Angeles, CA 90028
Tel. (323) 555-5555
Email: legal@production.com

OWNER: **Jessica Screenwriter**
789 Novice Street, Apt. 3D
Los Angeles, CA 90028
Tel. (310) 555-5555
Email: Jessica@screenwriter.com

(If Jessica Screenwriter has an agent or manager, Jessica's address will remain as listed above, with her representative's company and contact information written as a second billing—meaning exactly where you're reading this text block.)

This confirms the agreement (hereafter, "Agreement") by and between PURCHASING PRODUCTION COMPANY, LLC (referred herein as the "Purchaser", which shall also include any possible entity, or assumed entity, that the Purchaser can in any way, shape, or form, mildly prove is "related" to itself), and JESSICA SCREENWRITER (referred to hereinafter as the "Owner", and referring ONLY to *her* and no successors, heirs or representatives), with respect to that certain feature-length Screenplay, currently titled *SELLABLE FEATURE-LENGTH ADAPTATION* which the Owner has adapted from the novel *SELLABLE NOVEL* written by AUTHOR'S NAME (referred to hereinafter as "the Property").

1. **"Non-Union Agreement":** At the onset of your career, the non-union indie world will be your most likely entry point to early screenwriting success—meaning the production companies you will be dealing with will not be affiliated with the WGA and thus will NOT be bound by their rules or operating procedures. In addition to the clear "Non-Union" title heading of this contract, there will usually be a clause (just like this one) clearly explaining that this is a non-union agreement. This is not included to freak Jessica out or cheat her out of anything; it's here to protect the acquiring party. Once a writer joins the WGA, they cannot work on any non-union productions (even

if they use a pseudonym). As a result, non-signatory companies will use very clear language announcing the project is non-union to avoid any confusion should a "claim" about misrepresenting themselves ever be made in the future.

2. **"Option":** In consideration hereof (and a bunch of other legal text), assuming this Agreement moves forward as an "Option" Agreement instead of a "Purchase" (or Buyout), then the Purchaser shall pay the Owner the sum of One Thousand Five Hundred United States dollars (USD $1,500) upon the execution of this Agreement. Upon receipt of said monies (i.e., once Jessica cashes her check), the Purchaser shall have the right to attempt to sell Jessica's script using its best business judgment during an Initial Term ("Initial Term") of twelve (12) months.

   The amount of money for the "Initial Term" of an option will always be a relatively small amount; but even $1 is enough to legally obtain the rights and legally shop Jessica's script around—and yes, you might actually receive a request for a $1 option/purchase agreement at some point in your career. The general rule of thumb is that the "Option Price" is about 0.5% to 2.5% of the anticipated budget of the title; however, the inherent problem here is that since so many things can change in the script before it's ever officially greenlit, an estimate on budget is nearly impossible.

   At Purchaser's sole discretion (i.e., their decision, not Jessica's), Purchaser may elect to extend the Initial Term for an additional period of twelve (12) months ("First Extended Term"), upon payment of One Thousand Five Hundred United States dollars (US$1,500) ("First Extended Term Payment").

   They will undoubtedly include more language explaining a payout structure for yet another term hereafter, but there are no guarantees the option will ever go past an initial term. Concluding this section will be a block of text essentially stating that during a "living Option Term" (i.e., when Purchasing Production Company holds the rights), the rights belong exclusively to them and Jessica will not legally be able to engage in conversations about her own screenplay with any third party. However, at the end of the option term(s), if no progression toward a purchase is made, the rights will be returned to her.

3. **"Set-Up Bonus":** In the event Purchaser assigns this Agreement (i.e., sells off the rights of Jessica's script) to a third party and/or enters into an Agreement for further development and/or production of a Picture based upon the Property, then Purchaser shall pay Owner a lump sum amount, called a "Set-Up Bonus". In other words, once Jessica signs over her script, Purchasing Production Company has the right to "flip" the rights of her script to another

entity—either as a one-time sale or as a "partnership"—in order to get a production into motion (and she will generally have neither control nor approval on the terms of that deal). Sometimes there might be language stating "with Owner's written Consent," but not always (although this is something that you can always request during the negotiation phase). The amount of the "Set-Up Bonus" will always vary (again, depending on a variety of factors); but for practical purposes, we'll assume Jessica's "Set-Up Bonus" is valued at US$5,000 in the event Purchasing Production Company ever sells off her script to another entity during the option period.

4. **"Exercise of Option":** This paragraph can be listed with a multitude of different titles, but will define the exact point at which the agreement transfers from a simple "option" (or "borrowing") of Jessica's script rights to an outright "purchase" of those rights. This clause is here to protect both the purchaser and the owner. For example, Purchasing Production Company could "flip" the rights to Jessica's script to another entity it already owns (and pay Jessica the set-up bonus), then simply never inform her that the company they've flipped it to is changing the name of her script and going into production under a different title—which would require them to pay Jessica the remainder of her purchase price. This also protects Purchasing Production Company against any wild claims Jessica might make (e.g., assuming a film of comparable style and tone is based on her script when it is in fact just coincidentally similar). Although the moment the project is formally greenlit could be the point of exercise, it is generally accepted that an option is "exercised" (i.e., has transitioned into a purchase) when a camera first captures an image depicting a scene from the optioned script (via a film production that can reasonably be traced back to the option/purchase agreement).

5. **"Purchase Price":** Once Purchasing Production Company finally places and secures a deal to formally greenlight and produce a feature film based on Jessica's script, it will consider that her script has been formally "purchased." With this new transition comes a lump-sum payment owed to Jessica and a long list of protections and contingencies that all hover around Purchasing Production Company and any future claims brought against them.

   In terms of the "Purchase Price" payment clause, sometimes a "minimum" amount is specified herein (a flat dollar amount or a minimum benchmark of some kind to be used as a reference), but not always. More often than not, it is a semi-vague and open-ended "price" based on bits of data you're simply not privy to. For instance, the "Purchase Price" might be: "the amount equal to five percent (5%) of the total production's budget as defined herein as

Production Budget ('Production Budget') less initial Option fee, all financing costs, completion bond fees, contingency services, bank or financial institutional charges and respective interest, insurances, general overhead, subject to a minimum 'floor' of not less than Fifteen-Thousand United States Dollars (US$15,000)('Minimum Purchase Price') and a maximum 'ceiling' of not more than One-Hundred Fifty Thousand United States Dollars (US$150,000) ('Maximum Purchase Price')." But what does this really mean?

It means Purchasing Production Company's minimum check to Jessica would be $18,500 if they secure a deal through a third party and $13,500 if they simply move into production themselves. Sure, the minimum "floor" is $15,000; but that amount is less the initial $1,500 option fee. If a third party is involved, Purchasing Production Company must pay Jessica the additional $5,000 set-up bonus on top of the $13,500 owed to her. But what if the production budget soars and Jessica's script turns into a major Hollywood studio film? There is a very slim chance; all of these figures are based on a hypothetical production budget (one that also has several other costs and factors which can be added or removed at will).

6. **"Contingent Proceed Compensation":** This paragraph, which can go by a number of different titles, essentially discusses hypothetical royalties. As long as Jessica isn't in material breach (i.e., she hasn't broken any of the terms in this agreement), she could be entitled to a small amount of "backend" should it exist; but this amount will always be "net" of something (i.e., she'll only be gaining a small percentage of what are often referred to as "Defined Proceeds," or the amount Purchasing Production Company will actually "recognize" (or acknowledge) as legit profit. Again, when working in the non-union indie zone, do not get held up on the notion of royalties. These are often used as barter tools by the contract negotiators to get you to sign for a lower purchase price or initial option fee. Jessica will only be looking at the guaranteed minimums in this deal (as should you). That's not to suggest that production companies are all crooked; it's just that in reality, there's rarely anything left after they've added up all their real-world expenses and paid out everyone else in the "Royalties" line.

7. **"Grant of Rights":** When the option is exercised (i.e., once Purchasing Production Company legitimately "purchases" Jessica's script), it will own, in perpetuity (forever) and "throughout the Universe" (yes, real contracts say this), any and all interest to the property, excluding only those certain "Reserved Rights" as defined below (collectively, the "Grant of Rights"). Notwithstanding the foregoing (in addition to, yet separate from, the above), Purchaser acknowledges that decisions made by any Third Party regarding individual appearances, etc., shall be negotiated separately between Third

Party and Purchaser (i.e., they can essentially do whatever they want to Jessica's script after they "purchase" it from her). Without limiting the generality of the foregoing, the grant of rights shall be defined as follows:

(a) *Audiovisual Works:* Here Purchasing Production Company will state that they have the sole right to produce any conceivable audiovisual work derived from Jessica's script. The key point here is that the end result must be some type of "motion picture" (even if in short form); however, they will also own all the audio rights to that product (including soundtrack rights), which could include alternative formats, including podcasts. Additionally, any conceivable type of literary adaptation from the motion picture will also generally be permitted.

(b) *Copyright and Exploitation Rights:* In most scenarios, when you "sell" a property like a script to another entity, they also take on the copyright. If Jessica's script is still in the option phase, she could hold onto her copyright; but at the point of sale, Purchasing Production Company will absorb that copyright. They may or may not directly manage the actual paperwork with the Library of Congress, but there will be an official "transfer" of these rights at some point after the purchase (usually via a notarized instrument of transfer). Once the copyright officially belongs to Purchasing Production Company, they forever have the right to exploit it.

(c) *Alteration Rights:* This block essentially hands Purchasing Production Company the right to change Jessica's script to meet its own needs. This may seem like blasphemy to some, but like practical business sense to others. The truth is, there are so many parties and entities that come and go during the process of making a film that Jessica's script will never end up word for word how she initially presented it. Whether there are additions, deletions, translations or any other modifications, Jessica is fully assigning exclusive decision-making rights to Purchasing Production Company.

(d) *Name, Likeness, and Biography Rights:* If Jessica closes on this deal today and then in five years becomes a mega-writing phenomenon, you'd better believe the mid-tier production company that purchased this script will fully exploit her name, likeness and biography for its own needs.

(e) *No Obligation to Proceed Rights:* Don't mistake this as an exit clause that Jessica can use to get herself out of the deal; "No Obligation to Proceed" means that after Jessica enters into the agreement and has the rights to her script purchased, she's no longer required or expected to perform any further actions. In some instances, the writer might be requested to remain "available" or "on call" for a certain period to perform any rewrites or necessary tweaks to the script; but more often than not, at the point of purchase, the rights are stripped from the owner, which here simply allows Jessica to move on without hesitation. (If Purchasing Production Company subsequently wishes to bring Jessica on board to perform a rewrite or tweak of her already purchased script, they will then issue her a "work for hire agreement"—a model we outline in Appendix III.)

8. **"Reserved Rights":** These are all of the remaining rights that Jessica (as the owner) will get to hold onto even after her script is purchased. It's important to note that at no point will the owner of the script ever have direct rights to any media which the purchaser produces based on her script. Jessica could hypothetically license clips from the finished motion picture, for instance; but just because she wrote the script doesn't mean she's entitled to everything associated with it. However, even if her script is both purchased and later produced by Purchasing Production Company, LLC, she will always hold onto at least a few rights to her script (though these will differ by company). Examples could include the following:

    (a) *Publishing Rights:* Jessica could be permitted to certain publishing rights, such as the right to take limited excerpts from her script (although it's worth noting that these excerpts are limited in scope—say, to a maximum of 10% of the total script). But let's imagine that Jessica becomes a very well-known screenwriter and later decides to put together her own "how to write a screenplay" book based on her industry experiences; under this reserved right, she could use excerpts from the script as an example within that book. In this particular agreement, Jessica is having these publishing rights reserved just for her, meaning she holds onto all rights related to publishing—including print, audio recorded readings (i.e., a human voice), and even electronically read editions (including any computer program capable of "reading" from a page and modulating an audible verbalization). Within this clause, there's usually language referring to how the owner must notify the purchaser of this type of decision, if ever exercised.

    (b) *Radio Rights:* These rights are equivalent to any fully performed audio-based version of the script (either in full or as an excerpt). It could constitute anything from a full-on production—with sound effects and multiple actors for each role—to a simple verbal reading. The catch here is that any recorded version of such an event would be accessible (usually for free) by the purchaser for potential exploitation or for advertisement purposes later on.

(c) *Stage Rights:* Although this allows Jessica to hold onto her right to put together a live performance based on her script, there will usually be a "holdback" (or a finite period of time that she must wait for before doing so). This could be one year but could also be well over 10 years. It essentially forces all potential revenue toward watching the motion picture version produced by the purchaser versus any other, so there's no marketplace competition.

(d) *Author-Written Prequels and Sequels:* If Jessica Screenwriter were to be commissioned by a company to write a script and that screenplay was greenlit and produced, it could spawn prospective interest for sequels, prequels or alternative versions. In this scenario—since Jessica adapted a book into a film—it is possible that a sequel is requested even if no book sequel exists (or that Jessica voluntarily adapts a sequel prior to a request from the company). Regardless of the situation, here there will most likely be language constituting a "holdback" period and/or a requirement that Jessica present the purchaser with any opportunities by a third party regarding a prequel, sequel or other intellectual property (IP) opportunity and give them a first attempt to make an offer.

(e) *Holdback Period:* Jessica technically couldn't simply go out and exploit the author's written prequel and sequel rights on a whim or even at the first opportunity. There will be certain parameters that she must work within (and that will usually include some minimum period before she can actively exploit—or even work with—the concept of writing or pitching a sequel or prequel). And even after the holdback period comes and goes, the purchaser might just add another block of text explaining that they will have the "first right to negotiate" upon (or "match") any offer in the marketplace related to those sequel or prequel rights. What's important here is that there is some fixed period of time that's clearly defined and reasonable in scope.

9. **"Representations, Warranties and Indemnities":** Within any agreement, both parties must always warrant and represent (i.e., promise and assure) that they're legit and legally able to enter into the agreement. If one party is later found to be warranting or representing themselves improperly, they could be considered "in breach" of this agreement. And if such an issue were ever to arise, they would be indemnifying (i.e., keeping out of the "legal complaint") any of the successors or partners associated (or attributed) to that other party. This is a very common block of text, which is generally very lengthy and wordy. It essentially boils down to the fact that both parties (i.e., Jessica as the writer and Purchasing Production Company as the purchaser) have the right to legally enter into this deal; and that both parties are being honest in their claims. For Jessica, this means that *Sellable*

Feature-Length Adaptation is legitimately her property, and that no one will come out of the woodwork and be able to claim that she somehow "stole" this work from them; it also means that Jessica is not part of the WGA. For Purchasing Production Company, this clause means it is a legit organization that is up to date regarding paperwork with the state; and that it is not misrepresenting itself as a non-WGA signatory, etc. And if any issue were to arise and a lawsuit were to be filed, Jessica would have zero right to include any of Purchasing Production Company's employees or partners in the suit directly—just as Purchasing Producing Company couldn't legally go after Jessica's parents or her siblings if she had somehow misrepresented herself.

10. **"Additional Deliverables":** If any clause in an option/purchase agreement could ever end up requiring Jessica to perform more work, it's this one. "Additional Deliverables" are essentially all the "add-on" requirements that Purchasing Production Company might require if the option is exercised, transitioning the agreement from an option to a purchase. There is generally no locked time on this, which means at any point Purchasing Production Company could make a request for additional deliverables. Generally, these deliverables are clearly identified or at least "limited" in scope. They could range from requests to see Jessica's WGA registrations or copyright notices or requests to see Jessica's "work in progress" drafts—either to verify that she organically adapted the script or, more commonly, to see if they can harvest any material she might have deleted from earlier versions. The "limitation of scope" will prevent any "Additional Deliverable" being anything along the lines of a rewrite or polish of the script.

11. **"Screen Credit":** Purchasing Production Company will state here that "as long as Writer is not in Material Breach," they'll give Jessica a "Written by" credit for her work in the main credits, and that the onscreen credit will be equivalent to the font and text size onscreen as all other credits. Generally, there will be a note dictating that this writer's deal is non-union, and that it is not bound to the rules of the WGA; but that it will follow the general principles of the WGA in determining writing credits, etc.

12. **"Creative Control Clause":** The dream scenario here would be that Jessica (as a skilled and talented artist) could fight to see her vision of how *Sellable Feature-Length Adaptation* should be seen onscreen once all is said and done. Occasionally, but by no means always, writers might be given permission to approve the edits, trims and revisions a purchasing party is choosing to move forward with regarding their script. And rarely will a writer—with the exception of a "mega-name" like a well-known author—get to be involved in choosing directing talent or acting talent for the project.

13. **"Irrevocability" or "Non-Equitable Relief":** This clause simply reiterates that once the owner signs the agreement, the purchaser has all rights to the script into perpetuity. There will certainly be other nuances spread throughout this paragraph; but the gist is that you've handed over your property once and for all.

14. **"Insurances":** This clause essentially allows Purchasing Production Company to include both Jessica Screenwriter AND Jessica's script on their general liability coverage and/or errors and omissions policy. This way, if any claim were to be brought against the company, they have a policy to pay out the damages caused either by Jessica's negligence or by the plagiarism/theft/non-cleared matters of her script. No one is accusing Jessica of wrongdoing; this is just a standard language block clearly setting out a plan of action to protect Purchasing Production Company.

15. **"Assignment":** This refers to the act of "assigning" a property's rights from one party to another. This very agreement is assigning the rights of Jessica's script to Purchasing Production Company. Could Jessica "sell" the agreement to someone else or transfer the responsibilities to another entity? No. However, the purchaser can. In fact, that's the very nature of a distribution agreement or option agreement: Jessica is signing the rights of her script to Purchasing Production Company and specifically allowing them to shop her script—or possibly even sell it—to third parties if necessary, all in an attempt to get the script produced into a motion picture. Generally—at least in entertainment contacts—the initial ownership source who's signing their content over to a third party is rarely allowed to assign their agreement responsibilities to another party. However, the party that is acquiring your rights generally can.

16. **"Reacquisition of Rights":** If the option in this agreement is exercised and Jessica's script is officially purchased by Purchasing Production Company, but after an extended period of time (usually well over 10 years), no motion picture ever moves into production based on her script, she might have the ability to "reacquire' the rights to her script. However, Purchasing Production Company has (in the eyes of the law) fully purchased all rights to Jessica's script, so this will not be a simple "handover" of the rights back to her; she will have to *buy* them back. For how much? Who knows—only time will tell. In 10 (or more) years, Purchasing Production Company might be in financial trouble and simply want to take in any excess cash they can; or maybe Jessica has become a hotshot Oscar-winning writing talent and her new manager wants to buy them back on her behalf to prevent a flunky film crew from taking one of her old scripts and "tarnishing" her reputation (to which

they'll see an opportunity to play hardball). Nevertheless, most option/purchase agreements will include a clause addressing this issue.

17. **"Passive Payments":** When referencing money, the word "passive" refers to income that is generated without doing any direct work to earn it. Think of an investor buying a company's stock: when the stock increases in value, the investor is "earning" money without having to make any real effort (which is why earnings on stocks are classified as a form of passive income). For Jessica, as a screenwriter, "passive payments" would refer to any prequels or sequels (theatrical or straight-to-home entertainment) derived or associated with her IP (her script). If a deal is struck with a third party and this contract is assigned to them, they might be able to move forward with prequels, sequels or remakes. If such a work is ever produced, Jessica will receive a small bonus (generally equivalent to 50% or less of the purchasing price or commission payment plan to the new writer).

18. **"Miscellaneous":** Any contingency concept that has yet to be covered elsewhere within this agreement will be crammed into this area:

    - *Condition Precedent:* This is a phrase used essentially to state that ALL the terms in this agreement are contingent upon the following elements (it's used to protect the "buying" party—or in this case, Purchasing Production Company):
        - *Execution of the Agreement:* Both parties must sign the agreement. While this may seem straightforward, you'd be surprised how many times one party signs an agreement and sends it out for countersignature, but never receives this from the other party. Until you have both parties' signatures affixed (next to one another), you don't have a deal.
        - *Chain of Title:* This is a series of legal documents which trace "ownership" and "right" back to a single source. For Jessica, as a newbie writer, she would have a copyright and a WGA registration form, and might have to present a written statement that she (and only she) produced the script (in this case as an adaptation of a book, which would also require Jessica to verify her right to do so); and that if any other party claims the work, it is by pure coincidence. Again, this is all to protect the party with the money (i.e., the purchaser), so that they can guarantee they're investing in something that no other entity might actually own (or litigate against) later on.
    - *Entire Agreement:* Just because one sentence on page 3 could mean one thing, while another sentence on page 4 could mean the opposite, an arbitrator or lawyer should read both sentences in the context of the

"entire Agreement" and consider how they're related within the whole agreement.

- *Notices:* All notices, statements, announcements and any other form of correspondence must be in writing for it to be properly considered "received" in the legal world. Here, each party will be clearly required to keep the other party aware of any updates to their contact information. For instance, if Jessica moves apartments, she must inform Purchasing Production Company; and if Purchasing Production Company changes offices, they must notify not just Jessica, but all clients they're in business with. Although this is now assumed, there is usually a statement explaining that email notices are perfectly valid. (It's also important to keep the other party aware of any changes in address so that there's no hold-up with future payments.)
- *Arbitration:* Things don't always go according to plan and even the very best agreements (that seemingly cover every conceivable issue) can occasionally be too vague or include language that is open to interpretation. Rather than each party lawyering up and heading to court—which is extremely expensive on all fronts—they can simply arbitrate. In such instances, both parties would schedule an arbitration hearing, overseen by a single arbitrator, under the rules and regulations of the American Arbitration Association. Generally, it's stated that there will be only one hearing and that the determination of the arbitrator (i.e., on whichever side they deem to be "correct") will be final in the eyes of the law and for both parties.
- *Governing Law:* There will always be a listed location whose laws the agreement will be filtered through in the event of a dispute. Generally, this will be the state and city of the purchasing party; if the purchaser is based in Los Angeles, this would read as: "in accordance of the laws of the State of California, city of Los Angeles."
- *Relationship of the Parties:* In these agreements, there will usually be a clause explaining that the parties are not forming any type of legal partnership. They are engaging in business on this particular occasion (with signatures affixed), but this in no way constitutes or guarantees continued business down the line. (In short, just because Jessica keeps writing scripts doesn't mean Purchasing Production Company will continue—or be obligated—to buy them.) This protects both parties.
- *Publicity/Press Release(s):* People like attention. And in today's media-heavy world, it feels as if just about any time anyone sneezes, executives want to issue a press release or a public statement. In this case, it's a positive thing: "Purchasing Production Company inks deal with newbie Jessica Screenwriter." Likewise, Jessica might have a following for her

previous works (or might become a well-known name in the future); or perhaps the movie is a runaway success. In any possible scenario, and for any possible reason, if either party wishes to mention the agreement, the relationship or the script—whether formally in the trades or informally via social media—they must "clear" it with the other party. Nothing too formal—you just send over a copy of the announcement to the other party and allow them to proofread it and make any necessary changes.

- *Confidentiality:* Consider all the detailed terms in any agreement completely confidential. Just as for any job you take on, you shouldn't go around boasting about how much you earned or how the financial structures are orchestrated. This clause is here to protect both parties. Maybe Purchasing Production Company is offering Jessica much more than they normally would for an option/purchase agreement; if so, they don't want that information leaked and previous clients coming back to complain. Likewise, maybe Jessica will take less money here and know she can hold out for more cash on a later deal with another company once she's built a track record; meaning if the financial terms of this deal were disclosed to other parties behind her back, she would lose some leverage. When in doubt, trust the classic saying: "Loose lips sink ships." Keep your mouth shut.
- *Force Majeure:* A French phrase found in nearly all contracts describing things that are out of our control, like floods, war, political protests or any other unforeseen and unstoppable event.
- *Severability:* Jessica can't escape this deal since there is no formal exit clause after a purchase. However, if a dispute were ever to lead to a formal arbitration hearing and the arbitrator deemed any single portion of the agreement to be illegal or otherwise unenforceable, that determination (due to the "Entire Agreement" clause above) would mean that the whole agreement would be seen as illegal and unenforceable—which would essentially make the agreement moot and worthless. This is rare, but you'll see the language included nonetheless.

19. **"Agency":** If Jessica has an agency representing her, this is where they'll "wedge" in their information so that it's clear that when any potential dollars trade hands (whether from option payments, the purchase price or even future passive payments, via Purchasing Production Company or any future entity which it assigns the rights of this deal over to), the agency will be entitled to their pre-negotiated percentage of the revenues. Jessica certainly doesn't need an agent to negotiate this agreement. If she's unsure of how to approach it herself, she can hire a lawyer for a one-time fee and have a professional handle the bulk of it (and if she chooses this route, the lawyer won't wedge in any ongoing cut). Nevertheless, there will usually be a

statement addressing the agent or any third party representing Jessica's talents and ownership. Also, if Jessica enters into the deal while under agency representation and later dissolves that relationship (even the day after the agreement's signature date), her agent will still have a claim on all future earnings.

And then both parties sign.

AGREED AND ACCEPTED:

OWNER	PURCHASING PRODUCTION COMPANY, LLC
____________________________	By:____________________________
Name: JESSICA NOVICE SSN: 123-45-6789	Its:____________________________

(Occasionally, this agreement will be accompanied by what's referred to as a "short-form assignment" or "instrument of transfer." This is essentially a one-page notarized document stating clearly that the owner (Jessica) is hereby and forever "assigning" or "transferring" the aforementioned rights to the purchaser (Purchasing Production Company). Although this agreement outlines all procedures and defines the terms of a potential purchase, this notarized short-form assignment serves as a sort of receipt that the "purchase" has officially occurred and that Jessica's script has officially transferred to the domain of Purchasing Production Company, LLC.)

APPENDIX III

Sample Non-Union Step Deal Agreement

A step deal—also known as a "writer for hire" or "work for hire" agreement—is used to commission the services of an individual writer or content creator while allowing certain protections for the company or individual hiring that person. Although there is a lump-sum financial figure attached to the agreement, it's broken down into measured action points or inciting events.

To give an example, let's say a producer loves a writer's concept and wants to commission their services to flesh out the idea into a fully fledged screenplay. Rather than paying an upfront lump sum for the treatment, a first draft and a final draft of a script, the deal can instead be broken into stages or "steps," whereby the producer can pay for the work as it's completed but terminate the agreement if they feel the direction is off or that the project no longer warrants further investment.

This means the treatment will have a fixed price; as will the first draft and the final draft (each generally rising in value). The three separate deliverables—each payable in individual steps—will result in a three-step deal. However, if a three-step deal has been signed, but the treatment arrives and is completely off target in relation to how the story should play out, the development executive could simply terminate the agreement and hire another writer to continue. The original writer would be paid for their services in furnishing the treatment, but would have no claim or legal recourse against future treatments or script adaptations.

For the purposes of all practicality, we'll assume the following scenario: a novice screenwriter—whom we'll call Susan Screenwriter—has successfully pitched herself as a young talent to a development executive at a production company called Known Production Company, LLC. Susan has shown works from her writing arsenal of scripts and even pitched a few ideas—all of which are commercial in nature, reasonable in budget and follow the norms of what "working Hollywood" (and Known Production Company, LLC) is on the lookout to produce.

Based on Susan Screenwriter's willingness to contribute (and her sample spec scripts), Known Production Company's readers and development executives have vetted her talents. With a new production on the horizon in need of a writer—which seems to mesh well with Susan's talents—Known Production Company has offered Susan a $25,000 contract to write a screenplay for their new production, *New TV Movie*.

What follows is an example and overview of how her contract—and the general terms—might appear.

Non-Union Feature-Length Screenwriter Agreement

DATE: As of ______________________, 20_______

COMPANY: **Known Production Company, LLC**
123 Sunset Blvd., Suite 456
Hollywood, CA 90028
Tel. (323) 555-5555
Fax (323) 555-5555
Email: legal@production.com

WRITER: **Susan Screenwriter**
789 Olympic Blvd., Apt. 3D
Los Angeles, CA 90028
Tel. (310) 555-5555
Email: susan@screenwriter.com

(If Susan Screenwriter has an agent, her address will remain as listed above; her agent's company and contact information will be written as a second billing, meaning exactly where you're reading this text block.)

TITLE: ***NEW TV MOVIE***

The Parties Hereby Agree as Follows:

1. **SERVICES:** This is a block of text which is overly wordy and legal sounding, and essentially outlines that Known Production Company is hiring Susan Screenwriter to render a service—that is, to write, to the best of her abilities, a screenplay (hereinafter called "Literary Material") for a feature-length motion picture tentatively titled *New TV Movie*. The terms of the agreement are considered non-exclusive (i.e., Susan Screenwriter can enter into other writing agreements as long as they don't interfere with her ability to perform the services required here) and shall be considered on a "freelance" basis (i.e., the objective of her efforts is only to produce the script and the relationship can continue or end at any time).

2. **LITERARY MATERIAL:** This is some more overly wordy language essentially stating Susan Screenwriter needs to complete the following steps in order to be in good standing with Known Production Company. These are stated as full breakdowns for each phase of the writing process and allow both the

writer and the company to collaborate on the project, while ensuring the company is getting (and paying for) a script it will actually be able to work with:

(i) Outline for a Screenplay of the Title ([the "Outline")(i.e., Susan must write an Outline or Treatment).

(ii) Provided Company notifies Writer to continue—(i.e., the company can the end deal at any time)—Writer will supply a first draft of the Screenplay ("Screenplay") based upon the Approved Outline of the Screenplay (i.e., if Susan turns in the Outline and the company heavily revises it, they are expecting a first draft which *includes* their changes).

(iii) Provided Company notifies Writer to Continue, Writer will supply a second draft of Screenplay (again including any changes made to the first draft by the company).

(iv) Provided Company notifies Writer to Continue, Writer will supply a rewrite of the Screenplay (this can mean a variety of things, but at this point the Second Draft is most likely the skeleton everyone has approved, although the company might want certain characters more enhanced, etc., so Susan should be prepared for a nearly full rewrite of the script at this point);

(v) Provided Company notifies Writer to Continue (see a trend here?), Writer shall supply a polish of the Screenplay (again, this can mean a variety of things, but it's best to assume the worst by preparing for *much more* than a few small corrections).

3. **DELIVERY AND READING PERIODS:** This is an overly wordy section which basically outlines the expected due dates and how long the company has to provide a response. Importantly, Known Production Company is permitted to be a few days late getting back to Susan with their feedback; however, Susan Screenwriter must be ON TIME, ALL THE TIME. It's not a two-way street here, unfortunately. Generally, the writer will deliver the materials by a set date and the production company will have two weeks to respond (but sometimes as long as 30 days). Another important point is to ensure this section always specifies a defined period of time within which the company must respond to the writer's work. And even with a defined time period, it's wise to include some kind of failsafe. For example, one could try to include language stating that if the company has not responded to Susan's submissions after a certain number of days past their pre-determined window, then Susan's work will automatically be deemed "approved" or "accepted."

4. TERMINATION/SUSPENSION RIGHTS: Here the company clearly states it has the right to fire the writer, terminate the agreement or put the agreement on hold for any reason. The point at which the company decides to terminate or suspend is where its obligation to pay the writer ends. Again, this is not a two-way street. The company holds the power here because it has the money. But don't sweat over this one; it's a standard clause.

5. COMPENSATION: Provided Writer is not in Material Breach of this Agreement (i.e., you've followed all the points listed and met the deadlines—which is why it's really important to meet all of your deadlines!), all compensation shall be payable as follows:

(For our purposes, we're assuming Susan has been commissioned to deliver a script for a flat $25,000 price—not bad!)

(i) Upon Delivery (i.e., they've sent written approval) of the Outline: $2,500 (i.e., the check will be printed 30 days *after* Susan's outline is "approved").

[Does Susan get a signing bonus? That's unlikely if this is her first step deal. Occasionally, some writers get a signing bonus early in their careers; but more often than not, a writer needs to have a few credits on their résumé before they can start requesting a signing bonus—which is usually a small upfront sum (approximately 10% to 20% of the grand total of the step deal) due at signature. If your first offer doesn't include a signing bonus, don't sweat it.)

(ii) If applicable (i.e., if they keep you on board), upon delivery of first draft of Screenplay: $5,000 (again, 30 days after Susan turns in the screenplay).

(iii) If applicable (i.e., again, if they continue with the agreement), upon delivery of second draft of Screenplay: $5,000 (30 days later).

(iv) If applicable, upon delivery of the Rewrite (regardless of how in-depth the rewrite might actually be): $5,000.

(v) If applicable, upon delivery of the Polish (which could involve anything from a few tweaks to starting from scratch): $2,500.

(Have you been doing the math? If you've gotten this far, you'll realize you're now short $5,000 on the total $25,000. That's because another major component to most flat screenwriter deals is the "production bonus"—the amount of money the screenwriter is issued on the first day of principal photography. Not all deals include this clause; some writers would prefer to get paid for their work regardless of whether the film goes into production. Why might that be? The company isn't paying the writer a production bonus to congratulate them on writing a script that's now in production; they're paying them so that the writer is "on-call" during the production in case the company needs a last-minute rewrite or polish to the script during the filming process.)

(vi) Provided Writer is not in Material Breach (you know by now to follow the rules), the Writer will get a "Production Bonus" of $5,000 payable on the first day of principal photography. During the production period, if the company requires polishes or rewrites of the screenplay for any reason, the writer will be considered available and on-call for these services, which are to be considered already paid for—meaning they can come anytime with absolutely ridiculous requests.

6. **ROYALTIES:** This is an overly wordy statement that relates to the writer's royalties. It will essentially say: "If a Motion Picture is Produced which was Based upon the Literary Material herein referred to as a Screenplay and the Writer is not in uncured material Breach of this Agreement, then Writer shall receive 1% of 100% of the Net Profits in Accordance to Company's customary profits definition, attached herein as Exhibit 1, blah, blah, blah, in accordance to the laws of blah, blah, etc." So, you'll get $1 for every $100 the company earns, right? Not quite. You are entitled to $1 for every $100 the company *reports* that it earned. Again, this isn't sneaky accounting. Companies incur tons of expenses for every project they get involved in; once all the expenses are paid from the gross receipts, there's generally a very small net profit left over to spread around. And the writer will be at the back of the line in terms of payouts.

7. **SCREEN CREDIT:** Again, they'll state here that "as long as Writer is not in Material Breach," they'll give you a "Written by" credit for your work in the main credits, and the onscreen credit will be equivalent to the same font and text size onscreen as everyone else's.

   Note: Generally, there will be a note dictating that this writer's deal is non-union and that it is not bound to the rules of the Writer's Guild of America (WGA), but that it will follow the general principles of the WGA in determining writing credits.

8. **RIGHTS:** Here they'll state that the writer doesn't own the script. It's a work for hire—therefore, the company owns the script and is just commissioning the service of the writer.

9. **SEQUELS, PREQUELS, AND REMAKES:** If, within a certain window of time (let's assume seven to 10 years after the film based on Susan's script is released), a sequel, prequel or remake is desired, the company must first go to Susan and make a good-faith effort to commission a script before reaching out to anyone else. Even though *New TV Movie* was a work for hire scenario and not a spec script created from Susan's imagination, the company doesn't owe Susan any type of advanced money if they move forward with a sequel, prequel or remake (and as such, she won't be owed any royalties). But generally, the company will go to Susan first if they require a sequel, prequel or remake, to maintain the same style and feel of the original. Also, according to WGA rules—which this agreement follows for principal guidance even though it is a non-union deal—Susan will at minimum receive a credit if any sequel, prequel or remake is produced, in that it will be based on a script, characters or stories Susan wrote in the initial *New TV Movie* (even if she ultimately isn't hired to write future iterations).

10. **INSURANCE COVERAGE:** All companies have blanket/umbrella insurance policies to protect themselves in the event Susan plagiarizes material. Therefore, Susan won't be required to have or to purchase insurance (e.g., an errors and omissions policy) for her work; since this is a work for hire, all materials she turns in will already be insured by the company.

11. **STANDARD TERMS AND CONDITIONS:** Attached to this agreement will be a long list of definitions outlining each term, condition or phrase of the agreement, so that anything disputed has a an overly wordy (yet exactingly clear) explanation.

AGREED AND ACCEPTED:	KNOWN PRODUCTION COMPANY, LLC
______________________________	By:______________________________
Name: SUSAN SCREENWRITER SSN: 123-45-6789	Its:______________________________

Standard Terms & Conditions

To the Agreement by and between Known Production Company, LLC ["Company"] and Susan Screenwriter ["Writer"];

The "standard terms and conditions" (sometimes abbreviated as "ST&C") portion of the writer agreement is found in almost any agreement you'll read, including those outside the movie business. It essentially gives the hiring company the opportunity to define—to their advantage, of course—how each possible definition should be viewed and/or seen by any third party should some kind of dispute arise. This is often described as the "small print" and serves as the real nuts and bolts of the agreement.

For ease and sanity, I won't go into as much detail as in the "agreement" sample above; instead, I will outline the common words that will be defined and provide some detailed breakdowns of the more complex terms.

1. **Definitions:** The following terms mean the following herein:

    (a) "Picture"—or "Motion Picture" or similar words referring to a feature-length movie.
    (b) "Name or Likeness"—name, professional name, photographs, voice recordings and any other actual or simulated "likeness" to an actual person, living or dead.
    (c) "Person"—In the legal world, a "Person" means any corporation, partnership, joint venture, trust or any other business entity, as well as any natural person. Thus, by default, both Susan Screenwriter *and* Known Production Company, LLC are "Persons" in the eyes of the law and within this agreement.
    (d) "Writer" —In this case, Susan Screenwriter is the Writer; but it is the "Persons" within this agreement to which all of these definitions apply.
    (e) "Company" —In this Case, it is Known Production Company, LLC which has sought out and commissioned the services of Susan Screenwriter, and which all of these definitions protect.

2. **Screen Credit:** A long statement on how the Screen Credit will be assigned and how it will appear within the completed film. In studio films, this section can be huge; but in smaller indie films such as this one, this section is pretty much a cut and paste from the WGA.

3. **Principal Services:** A breakdown of the roles each "Person" (i.e., the writer and the company) will play. Statements usually begin with "Writer shall blah blah blah," meaning Susan Screenwriter needs to listen to and work toward

the company's needs and expectations. The company shall honor its payment structure and deadlines listed herein, etc.

4. **Suspension:** This is generally a full page of text detailing all the different reasons the company might put the agreement on "Suspension" (i.e., on hold until they get back to it later). There is usually a grace period of two to three weeks for which an agreement like this can be "suspended"; otherwise, it will be considered terminated.

   Common reasons might include the following:

   - "Incapacity"—Either the writer's inability to write (e.g., if Susan has an accident) or the company's incapacity to act (e.g., due to legal issues; the head of production going on maternity leave; an actor on whom pre-sales were based no longer wanting to be involved).
   - "*Force majeure*"—A French phrase found in most contracts defining things that are out of our control, like floods, war, political protests or any other unforeseen and unstoppable event (e.g., COVID-19 protocols and travel restrictions).
   - "Default"—When one of the parties (i.e., Susan or Known Production Company) is in breach of the agreement and the parties need to settle the issue.

   Several further paragraphs will explain how a suspension will be decided upon and resolved after the fact. This is also where issues such as how the "due dates" get adjusted are addressed.

5. **Termination:** In contrast to "Suspension," "Termination" is the complete abandonment of the agreement, cancelling out both parties' responsibilities and obligations to each another.

   We won't get too detailed here; but extremely well-phrased paragraphs will be included which protect the company and guarantee that the point at which the agreement is terminated will be the point at which the financial obligations cease. This means if Susan turns in her second draft of the agreement and the company decides to terminate, she will get paid for the second draft. Also, per WGA rules and principles, if a certain portion of Susan's second draft is used in the final version of the produced film, she will receive appropriate credit. However, she will not get her production bonus, since the full reason for receiving a production bonus is to have an "on call" writer during production, which will no longer apply to Susan as the agreement has been terminated.

There will also be some language describing how each party can propose to end the agreement should there be some moral or personal reason blocking its continuation. Let's say the company wants Susan to write something she's morally opposed to; she would have some reasonable legal grounds to cancel the deal without defaulting (which would allow her to receive payments for services rendered without an obligation to continue).

6. **Rights:** In short, Susan is being hired to write. She has no ownership of the script at all. For all practical purposes, she is producing a "work made for hire." Any unique ideas, brilliant speeches or amazing characters she comes up with are created for the company, not for herself. Granted, she will always be credited accordingly; but she doesn't own anything (not even the copyright). She's getting paid to render a service on behalf of the production company.

7. **Warranties:** Sometimes called "Warranties & Representations," this section is another standard in any agreement. But unlike a warranty offered to you as an up-sell at an electronics store, this one has a little more clout for both sides:

   - First, the company wants to make Susan promise that she has the right to enter into the agreement (i.e., that she's not under an exclusive contract with another company; that she is who she says she is; and that she's not misrepresenting herself to the company).
   - Second, the company wants Susan to promise that all the work she'll be creating and submitting is original work and not plagiarized or stolen from another source. That way, if the company were ever to be sued by another writer or entity for plagiarism, they could pass along the damages to Susan for submitting non-original work. But don't overthink this promise—as long as you're not stealing, you have nothing to be concerned about.
   - Third, the company warrants and represents similar things: that it has the right to offer this job to Susan; and that it's in good standing professionally and financially to fulfill its promises.

8. **Indemnity:** Another standard. In short, this agreement is only between the company and the writer. In a legal dispute, all of the company's employees, investors, partners, etc. would not be personally affected. The same applies for Susan: the agreement only extends to her and cannot be used against her business partners, siblings, third-party employers, etc. This paragraph will extend to include other protections; if the finished film incites a lawsuit by an organization, or a piece of music in the film wasn't cleared and a record label is suing the production company, none of this will affect Susan (it's not her

problem). This stuff seems scary, but it's to your benefit as well. Just follow the rules listed herein and you're good to go.

9. **Remedies:** A section outlining ways for both sides to make a note of issues and/or conflicts, along with a few workflows and procedures for how both parties can resolve matters before elevating the situation to third-party arbitration or legal counsel. This generally deals with scenarios where one party misses a deadline or falls short on a conditional responsibility. For your purposes, follow the rules as outlined within your agreement and all will be fine.

10. **Assignment:** If Susan Screenwriter decides to quit, is terminated or cannot complete her work for any other reason, the company may "assign" this exact agreement (and Susan's project) to another writer. On the other hand, Susan cannot assign the agreement to another company or another writer.

11. **Conflicts:** This section defines what a conflict is in a legal sense. It also outlines how any conflict will be resolved. Generally, it would go to "arbitration" (i.e., where a third party hears both sides and makes a judgment). Realistically, if Susan is not performing up to speed, the company will imply terminate. In a deal like this, there's very little to complain about from either side. The company wants a script and Susan says she can provide it. If Susan decides she doesn't like writing the script—or is unable to fulfill her responsibilities—the parties go their separate ways. Susan doesn't own the work; she simply owns the talent that can give the company what it wants within a defined period of time.

12. **Confidentiality and Publicity:** The terms of the agreement should remain confidential. Susan shouldn't discuss how the company works; nor should she disclose any type of privileged information. Sometimes you'll find these details in a separate "Confidentiality Clause," but often they be defined here.

    Another point here concerns publicity. This states that if Susan receives a screenwriting credit in the main titles of the film, her name will also appear on the billing block (i.e., that block of names on a movie poster for actors and crew); and if Susan eventually becomes one of those rare household-name screenwriters, the company could use Susan's name to promote their movie in the future.

13. **Use of Services or Products:** You might hold great screenwriters (and their scripts) on pedestals, but the law looks at a script as a "product" and the screenwriter as a "service provider." This clause states Susan gets paid only when the service she is providing results in a finished product (at each of the steps listed previously, like outline, first draft, etc.).

14. **Non-Union Production:** Here, Susan is agreeing to write as a non-union writer on a non-union film. If Susan is actually a member of the WGA, she is here acknowledging that she's breaking the rules of her organization. This protects the company. Also, Susan cannot come back later and try to use the film to springboard herself into a union with backpay on previous projects, since this film is non-union.

15. **Attorney:** Susan has the right to show this agreement to an attorney. She has a period of X days (let's assume five days) to send the agreement to a lawyer and get a legal point of view on any elements she doesn't fully understand. She is allowed to make changes (which the company may or may not accept) based on her own, or her lawyer's, wishes. If Susan hires a lawyer, she can add her legal representative's address to the front page below where her agent's name and contact information are written.

16. **Governing Law and Jurisdiction:** The location of jurisdiction is always specified within an agreement, so that if a dispute arises, both parties know the exact state, county and city in which the terms and conditions will be evaluated (which will affect the legal lens through which a third party will interpret the fine print). Ninety-nine times out of 100, the governing law and jurisdiction will be those where the company (in this case, Known Production Company, LLC) is organized.

17. **Miscellaneous:** This is where everything else that can be squeezed in is included. We'll highlight a few simple terms here, but Susan can go ahead and assume they've thought of every possible contingency here:

    (a) Entire Agreement—Just because one sentence on page 3 can mean one thing, but another sentence on page 4 can mean the opposite, an arbitrator or lawyer should only read both in context within the context of the "entire Agreement" and consider how both ideas relate to one another within the context of the entire Agreement.
    (b) Definitions of what "minor tweaks or polishes" mean in relation to the act of payable service "polish" or "rewrite."
    (c) Definitions of the process for submitting a "draft" or fulfilling a "step." These will not only explain how these elements are to be submitted and to whom, but also state the format in which everything should be submitted.
    (d) Payment obligations—This clause states the company must pay within 30 days after each step is considered complete.
    (e) Definitions and examples of how non-union versus union relationships function.

(f) Details on a writer's non-ownership of the script, but full right to receive credit
(g) Time constraints, etc.
(h) Blah, blah, blah—ongoing details that have very little to do with writing a movie.

And then both parties again sign....

AGREED AND ACCEPTED: KNOWN PRODUCTION COMPANY, LLC

____________________________ By:____________________________

Name: SUSAN SCREENWRITER Its:____________________________
SSN: 123-45-6789

Certificate of Authorship

This is very similar to a "release" form, which an actor must sign before they appear on camera. The certificate of authorship is essentially a statement saying that all words, ideas, characters, scenes and sequences are unique and original, coming only from the imagination of the writer; and that the writer is providing the company with a script that cannot be seen as anything other than original. In the event another screenplay were to surface from a third party that was strikingly similar to the script our writer is turning in, it would be a complete coincidence and the writer would be able to provide drafts, proof of creative progression and notes detailing their personal creation and the origin of the script.

In case of any conflict, the writer agrees to work with the company to clear the originality of the work they have submitted.

Let's face it: there are only so many scripts/stories out there. Every writer has had the experience of working hard to produce an original spec piece of work, only to discover something very similar already exists or is in production. All this ongoing legal speak is because of the exceedingly rare handful of times where someone has sold a script that was knowingly ripped off. Don't concern yourself too much about this stuff. Just do good work, only turn in original work you create and you will be fine!

The Undersigned hereby agrees and executes these Terms:

____

Susan Screenwriter

Exhibit I: Net Profits Definitions

I'll keep this simple: the chances of a writer making a cent in royalties for a non-union low budget indie production are slim.

A step deal or work for hire agreement structure is primarily organized as a simple flat fee agreement. Although royalties from net profits are sometimes discussed, they are rarely payable to the writer after all is said and done (and that's okay early in your career).

Focus on delivering high-quality work and building a solid creative reputation; the backend will come into play later on in your career.

All that said, do take the time to make sure the definitions and percentages are in alignment with industry standards. The WGA website offers solid breakdowns for generalized terms.

APPENDIX IV
Pitch Deck Outline

A pitch deck—sometimes referred to as a "lookbook" or "slide deck"—offers development executives a broad-brush overview of a media project for the purposes of professional evaluation.

Pitch decks are very lean documents, generally maxing out at 10 to 12 pages. They are primarily visual in nature and use stills or graphics to relay the mood, style and tone of a project. Text is also utilized, but the language is usually very efficient (relayed mostly via bullet points and concise sentences).

Pitch decks are fantastic tools during the process of film, television and new media development. They can easily be emailed, forwarded, used during boardroom presentations and flipped through at busy conferences. Unique selling points (USPs) can be highlighted; and complex stories or subtle details can be meaningfully relayed by incorporating strong visuals to complement passages of text.

Regardless of whether you're presenting a television series, a feature film, a one-off documentary or even an entire slate of projects, the pitch deck is the most effective and efficient way to present the high-level concept to busy executives. What follows is a breakdown of the main elements and attributes of a pitch deck for purposes of elevated discussion on a creative project. Although there is no fixed template to utilize—which means pitch decks can greatly benefit from creative angles or approaches—the following nuts and bolts should be included at minimum.

Slide 1: Cover Page (aka Title Page)

The very first slide of your pitch deck will serve as the cover page or title page. When the pitch deck is opened, this will be the very first thing visible to your client.

The idea is to keep this very targeted and focused. All you need is a title and a brief high-level "framing" statement to identify what type of project you're presenting. Information should be big and bold in its presentation—all placed on top of, or blended in with, bold visual imagery (stills; graphics—something visual that pops).

In addition to the title, the only other information on this front page might include the running time of the series, company logos and, if applicable, perhaps that the project is based on an award-winning or well-known book or other form of existing IP (if applicable).

Consider the following sample:

Notice how simple this is: just a title, a subtitle—which we use to frame our project—and a few other key details (episode count and potentially a company logo).

Anything can serve as the background, but striking imagery is best. It is perfectly acceptable to use more than one image—for example, a cross-sampling of three or four images, as seen on movie posters. The most important thing is that the images support your title and are not distracting. It is equally important to ensure that all text on the title page is clear and visible: that fonts don't interfere with easy reading and backgrounds don't bleed or strain the eyes.

High-level project framing language would include statements like "A limited crime thriller" or "A returning female-driven drama." This focused statement offers readers the information needed to frame their understanding of the project you're presenting. Depending on the specific format you're pitching (e.g., feature film, scripted drama series or children's series), the corresponding chapters in this book offer a wide range of language you can pull from to build this statement.

If your project is a television series, you should also indicate the ballpark episode count on your cover page in the following format:

[Episode number] x [running time]

In other words, if a sitcom has 13 half-hour episodes, you'd write this as 13x30′. If a drama has 10 hour-long episodes, you'd write this as 10x60′. Notice that we're using the final form of the running time; although an hour-long drama might only clock in at 42 minutes without commercials, the required programming slot would be a full 60 minutes.

If your program is a TV movie or a theatrical title, you could write this as either 1x90′ or 1x120′ (this is best for TV movies that will have an actual TV slot to fill; a theatrical film doesn't require this information).

A company logo is really just an "add-on" and can be a great way to convey that a project has been vetted. That said, the logo is only meaningful if the company is an established entity (i.e., it's already completed other professional works). Use one if appropriate. However, it's perfectly fine to submit a pitch deck without a logo if your project isn't yet aligned with known/credible entity (e.g., a distributor or production company).

Slide 2: Introduction to the Project

With a clear header stating "Introduction" (or something equally obvious), this is where we introduce our audience to the world your project lives in. A bold still image is a great touch here, so readers can "see" what the show will look and feel like. In addition to a strong image (or collage of images), 100 to 150 well-chosen words should be enough to depict the realm in which your story exists. But if you feel fewer words (e.g., 20-30) convey the main concept, that's perfectly acceptable. All that matters here is that you have a clear slide that will prime the reader for the journey they're about to go on.

One clear point: this slide is not your synopsis; it's not what the story is about. It's rather a targeted chunk of information about the overall project itself. Is this an adaptation of a bestselling book targeting 30-something aged women? Is this a foreign-produced drama series you're bringing to the US market? Is this an original concept designed to engage 20-somethings living in big cities? Introduce us to your project at a product level; explain what its purpose will be; present a thread of information about its origins; and focus throughout on why it's worth considering.

Slides 3 and 4: Synopsis or High-Level Story Overview

This is where we dive into the narrative details of your project. A high-level synopsis should cover the very basic talking points of the overall story concept and convey the general story arc and/or structure. Your objective is to explain what the project is about and how it will play out onscreen. Are we evaluating a fun gameshow with a highly formatted episodic structure or is this a highbrow drama with a complex episodic structure? If a gameshow, what is the theme or idea that makes it unique and fun? If a movie or a series, who are our characters and what problems have they encountered? How are these handled in the opening minutes and what benchmarks or beats will they hit along the episodic or long-form journey?

The challenge is to avoid getting too granular and instead relay the big picture. Present your idea in succinct, well-constructed sentences. Words are important, so spend time choosing the right language to best convey the overall story in a way that facilitates a clear understanding in as few words possible. The synopsis should max out at 200 to 300 words. It's fine to populate this page (or pages) with images and visuals.

Slides 5 and 6: Characters

Executives should get to know the characters we'll be following throughout the feature or series, so take time to explain who they are (both main characters and relevant supporting characters). As the synopsis must be concise, smart character descriptions allow you to weave in additional story layers to offer context and texture to your overall presentation (giving readers a deeper understanding of your project).

If your project is not scripted, but rather a documentary or reality TV concept, you still need to present the onscreen talent (hosts, narrators or "talking-head" interviewees).

And—here's the best part—since pitch decks are visual in nature, you can simply add pictures of the cast members (or ideal cast members). Have you always envisioned a specific high-profile actor in a particular role? It is quite common in the industry to use established name talent as "placeholders" to give an example of the type of actors you envisage in each role (but you should be clear that the talent is not formally attached).

Slide 7: Unique Selling Points

This is where you get to creatively explain why your project deserves investment (and why you should be the one to make it). To be more specific, this is where you highlight your project's value in the marketplace (i.e., what helps it to pop to life and its verifiable audience)—in other words, the unique selling points (USPs).

If your project is based on an existing form of intellectual property (e.g., a book, a play or an established foreign series), this is where ratings and box office or sales figures should be included. If the project is an original concept or presents a story that has never been explored before, explain why this story needs to be told (in a concise/bullet-pointed manner). Passion alone won't do the trick; you still need to conduct enough market research to demonstrate that there's an active audience out there willing to engage.

Other USPs can include talent attachments; a specific location or attribute that a producer has access to; or even the support of a vetted professional willing to oversee the project.

If there is a stack of 10 or 15 "woman in peril thriller" pitch decks sitting in an executive's inbox—each with a relatively similar theme, plot or concept—the USPs will ultimately be used to decide which deserve a greenlight. What can you bring to the table that no one else can? What's special or unique to your project? This is what you need to define.

Other Elements

The following elements tend to differ from project by project, so the use of pitch deck real estate (slide volume) may differ. That said, do consider whether these additional bits of information may be applicable or available for your project.

Writer or Creative Team

If a writer is secured, a quick bio outlining their work is all that's required here. If the project is in the early development stages and a writer is not yet attached, a quick bio on whoever is leading the creative workflow will suffice. While generally writers and story editors aren't household names, they play a crucial role in molding the shape of a project. Therefore, providing some insight into who they are as individual(s) is a great way to make the project feel whole.

Executive Producers or Showrunners (if Attached)

As above, a brief bio for any executives or established and credible professionals involved can help encourage development executives or producers to take the next steps. If these are to be added, they should be professionals with established track records. Lists of credits and headshots are always a plus. Also, I always include links to each key person's IMDb and/or LinkedIn page.

What Exists?

What is the current status of the project? And what currently exists that can be tangibly evaluated? By bullet-pointing the available materials that can be evaluated and analyzed, you explain to readers where the project has reached in its development. Is there a treatment or script? A budget? A website offering interviews or additional supplementing elements? With a simple banner heading (e.g., "Additional Materials"), you can outline what exists in a clean, easy-to-read manner. Don't include anything that is not yet finished and don't specify that a script will be ready at a future date; only place here what currently exists and can be sent immediately upon request.

Contact Information

You'd be surprised how many pitch decks are passed around with zero contact information included. Always ensure the last page includes the name, email and phone number—and picture, if applicable—of the person to whom all correspondence should be addressed. This can be an agent, sales rep, producer or the author of the project. Yes, it's perfectly okay to use a generic email (e.g., "info@companyname"); but a direct contact is always preferred.

Final Note

Although creative ideas can be incorporated into the pitch deck, the generalized structure described above is the best approach from an organizational perspective, as it allows for a progressive flow of ideas to be presented in a logical order. What you do with this blueprint—the fonts, layouts, graphics, word choice, etc.—is completely up to you. Think of the above headers as a framework on which you can build; it will ultimately be your creative choices in how you fill in this template that will bring the visual and thematic aspects of your project to life.

APPENDIX V

Reality TV Series Bible Template

A reality TV series bible is a comprehensive document that outlines every aspect of how a television production should be executed. There are two versions at play in today's marketplace:

- a high-level pitch bible (used before a series goes into production); and
- an in-depth production bible (used after a series has been produced, offering insights for format adaptation).

Initially, reality TV bibles were used for the purpose of format sales—meaning they were written after a series was produced so that a third party could efficiently produce an adaptation that maintained the original style and tone (similar to the franchising of a fast-food restaurant). But over time, producers found that the detailed breakdown in a show's production bible was equally a very effective way to present original ideas to television networks at the pitch stage. For example, gameshows or competition reality shows—ideas involving complicated workflows or set pieces—could be better presented as viable concepts with a high-level pitch bible, assuring apprehensive executives of the logistics.

Since both versions are used today, albeit at different pitching stages of a program's lifecycle, let's explore each individually.

The High-Level Pitch Bible

The purpose of a reality TV pitch bible during the initial presentation of the original concept is to assure network executives of the logistics supporting the series idea.

While a standard pitch deck—the simple high-level overview presentation—outlines only the core basics of how a reality TV show will play out (used to generate interest), the pitch bible does a deep dive by detailing how that concept can be executed in the real world (to assure plausibility). To give some context, most pitch decks stick to 10 to 12 slides of vague bullet-pointed phrases; whereas a pitch bible generally lands somewhere between 25 and 50 pages of single-spaced text.

As an example—returning to a program discussed in Chapter 5—consider the procedural gameshow *Cash Cab*, in which contestants enter a New York City taxicab only to find out they've stumbled into a gameshow on wheels. A simple 10 to 12-page pitch deck of a *Cash Cab*-styled series would generate interest by explaining the core basics of the show (e.g., its episodic structure; the basic rules of the game itself; key metrics of similar shows; types of outcomes for contestants). However, a 25 to 50-page pitch bible for a *Cash Cab*-style gameshow would contain much more granular information (e.g., blueprints for the cash cab itself; camera positions within the car; how the video will be captured while the cab is in motion; detailed budget breakdowns; casting workflows; production schedules showcasing episodic output). This longer-form pitch bible reads like an entertaining instruction manual, explaining each step required to take a bold concept and transform it into a producible reality TV series.

To simplify, the pitch deck serves as a "here's a great idea" document, to generate excitement; whereas the pitch bible serves as a "this great idea works because…" document, with verified evidence that the concept has been fully worked through from a logistical perspective. In other words, not only have the producers developing the show thought about the hard questions executives are likely to ask; they're also coming to the table with a pitch bible filled with solutions (along with the costs required to implement them).

The In-Depth Production Bible

The in-depth production bible is written after a series is completed and literally works as a playbook—one that gives a producer the exact instructions required to replicate a program. Think of this document as a 100 to 150-page postmortem covering every aspect of the program's production cycle, with very clear breakdowns on best practices and approaches for future iterations. The purpose of this document is not to get an original idea greenlit; it's to enable third-party production companies to produce an adaptation of the original more efficiently.

Once a reality TV show has been produced and broadcast—or otherwise been made available to the public—third parties may be interested in adapting the show for their local audience (generally in foreign countries). We call these "format" sales, in that a newly produced version is based on the format or structure of an existing program. Hit US programs like *American Idol*, *Who Wants to Be a Millionaire?* and *The Masked Singer* were all adaptations of foreign-produced formats. The potential success of each was evident to US executives due to their high ratings in their native countries. As an added benefit, execs were able to screen finished episodes of the original versions and thus see the full potential of the series for their own networks or platforms.

But even with finished episodes in hand to reference, there's still the critical challenge of executing a production within the confines of local practices (along with all the associated costs and technical requirements). This is where the in-depth production bible comes into play: it breaks down the core production aspects so a foreign production team can efficiently develop and produce a meaningful adaptation of the original version.

To take our hypothetical *Cash Cab* example, if the high-level production bible offers mock illustrations of how the cab might look, the in-depth production bible offers tangible blueprints, including details on how to rig/wire the lights, cameras and microphones to capture the contestants. If our high-level pitch bible offers sample shooting schedules, the in-depth production bible provides real-world data on how many episodes could be shot within a fixed timeframe. For game shows or talent programs (e.g., *Who Wants to Be a Millionaire?* or *The Voice*), in-depth production bibles will include detailed breakdowns of sets, lighting grids and technical requirements to keep logos, fonts and color schemes visually in sync with the original. In addition, the in-depth production bible will include blueprints for set construction, camera placements and even advice or suggestions to aid in the casting process.

Aside from the practical benefits of an in-depth production bible, which helps make production workflows as efficient as possible, another reason for providing this level of detail relates to brand identity. It's very important from a marketing standpoint to ensure that an international adaptation of a series is identifiable and relatable to the original source material. Going back to our idea of a franchised business, entering a Starbucks in Paris or Tokyo is extremely similar to entering a Starbucks in Los Angeles or Miami: the smells, sights and sounds are almost perfectly interchangeable. Reality TV shows aim for this same consumer experience. When an adaptation is produced, a great deal of care is taken to ensure that the new version is as closely identifiable with the original as possible. If one were to screen NBC's *The Voice* (US) alongside TF1's *The Voice* (France), the only differences would be the faces on screen and the language; every other conceivable attribute (including the pacing and timing of the episode's structure) would be almost indistinguishable.

Layout

What follows is the basic reality TV bible structure (applicable to both the high-level pitch bible and the in-depth production bible). You can take a great deal of creative liberty with this overview—especially for the high-level pitch bible—to emphasize style and tone (e.g., using fun header names, cool fonts and engaging page layouts); but the basic project workflow, outlining one core element to the next, should follow this breakdown as closely as possible:

- Cover or title page (yes, it's okay to use fun fonts, colors and logos).
- Table of contents (yes, they're that detailed—page numbers are a must).
- Part I: Introduction to the project:
  - What is the concept? (This is your high-level detailed pitch.)
  - What are the themes and ideas that make it interesting?
  - What is the structure of each season?
  - What is the structure of each episode?
  - Is there a specific host or talent driving the project? If so, provide details.
- Part II: The production:
  - What is the setting/location? Offer images, designs and other visuals.
  - What is the budget? Showcase a sample budget (a basic high-level one).
  - What is the shooting and post-production schedule? You don't need a full day-by-day schedule here—just the basic number of days (e.g., "28 shooting days over five weeks" and "eight weeks' post-production").
- Part III: Staff or team:
  - What cast members are required? What personalities, etc.?
  - What kind of technical crew is required?
  - What kind of post-production crew is required?
- Part IV: Post-production:
  - How should each episode be pieced together?
  - What turnaround is expected? (How fast can episodes be finished?)

While a high-level pitch bible will be making best assessments and educated guesses to the abovementioned questions, the in-depth production bible will provide concrete answers. Although putting together such a detailed document certainly takes serious focus and attention, the effort can greatly enhance an executive's ability to truly get a sense of how a program would play out in a real-world environment.

From a pitch perspective, especially when initially floating an idea (at the pre-greenlight high-level pitch bible stage), producers have *carte blanche* to present these bullet points in very creative ways. I've seen early production bibles presented as websites highlighting the concepts or as videos sent via Vimeo (and played during a meeting or on an iPad at markets). The most important thing is to ensure the language and tone of your high-level pitch bible or in-depth production bible make the show feel fun and seem manageable and evergreen. How you choose to get your ideas across is entirely up to you (just keep them both professional and intriguing).

APPENDIX VI
Scripted Television Bible Template

A scripted television bible serves as a comprehensive breakdown of a series, detailing the overall story structure, episodic breakdown and character biographies. This level of detail allows development executives who might have interest in the core idea of a series from a verbal pitch or a high-level pitch deck to evaluate the project in a much more comprehensive way.

A scripted TV bible is written during the initial stages of a program's creation. The bible is intended to serve as a blueprint, framing the world in which a given series will exist—establishing the foundation of story arcs, character conflicts and evolutions, as well as unique rules that govern characters and/or their motivations (especially when projects involve science fiction, fantasy or exist within some other realm with which our readers may not be accustomed).

These documents can easily range from 20(ish) pages at the low end to 150(ish) pages, depending on the project. Usually, the bible is presented with a finished version of the pilot script (or first episode). When read together, these allow a development executive not only to analyze the overall style, tone and quality of the initial episode, but also to gain a valuable perspective on where the series is headed, including insight into future seasons.

When a series is greenlit, the writer's room must be set up (see Chapter 4). The bible serves as the resource that staff writers, showrunners and producers will reference as they map out future episodes and seasons during the program's lifecycle.

One critical point regarding scripted television: a series is grounded in a foundation of character conflict (not story). Your bible must clearly show how each episode can exist as a self-contained unit—with its own episode-specific beginning, middle and end—without changing the characters or their ongoing conflicts. Each character's goals must also be ongoing across all episodes. For example, in *Shameless*, Frank's ongoing goal is to forever live off government benefits; he may have small victories, but they're short-lived (and allow for a variety of episodic-specific plots).

What follows is a high-level breakdown of the structure of a scripted television bible. While there's technically no right or wrong way to present this information—for example, you can be creative with graphics and layouts, or keep things in simple text—it is important to include all of the information outlined. The structure as presented below is the most common organizational approach because it answers the questions most development executives will ask themselves when reviewing the script and pitch deck, and should thus be adhered to as closely as possible.

Title Page

Title pages are optional; many scripted TV bibles just start with the series title at the top of the first page with the introductory information (as written below) just underneath. That said, I suggest adding a formal title page—nothing fancy, just the title in the middle of the page (like a screenplay), with the company and creative details in the lower corners (e.g., production and/or distribution company(ies), along with the contact details of key executives and/or writers).

Part I: Introduction

Our first part provides all of the necessary information to understand what the project is about, its origins and why it is significant to consider.

Introduction

This provides a very short overview outlining the series (what it is about; time/place; basic themes). These few sentences should prime a development executive for what you'll be presenting. This is a great place to indicate whether this is a closed-ended (limited) series or open-ended (multi-seasonal) series, which gives a development executive a valuable perspective on how to view the rest of your bible. The same can be said for the episode style, indicating whether this is a procedural series or non-procedural (serialized) storyline.

Simple Synopsis

This is a slightly more detailed overview expanding on the above high-level introduction; it runs for several paragraphs, outlining the events that have led to our starting point and the general story arc we'll be following. For a series like *Lost*, we would sketch out the chaos of an air crash on a remote island, but also include specific information outlining the bizarre experiences our heroes will soon encounter. There's no need to go into too much detail with this synopsis—especially as a detailed synopsis will be set out in Part II sketching out the project's storyline (below); but we do want to offer enough information to introduce the reader to the core story of the series.

World

What world or realm does this project exist within? In the case of *Shameless*, one would describe the school of hard knocks of lower middle-class neighborhoods; in the world of *Star Trek*, we would need to know how advanced our understanding of the universe has become. Explain the world in detail so that we can see it, smell it, taste it and understand it.

Origins

Where and how did this project originate? Is the series being adapted from a book, a videogame or another existing form of intellectual property? Is this an original story conceived by the author? If so, how and why is the author presenting this story, and why should it exist in serialized form?

Themes and concepts

What are the main themes of this series? What are the core concepts the series will explore? Going back to *Shameless*, at a surface level, the storyline can seem vulgar or sensationalized; but when we take a deeper dive into the series, we see that it explores very complex themes such as classism, the impact of gentrification, self-worth and the negative feedback loops of substance abuse and/or poor parental exposure. For a show advertised with copious drugs, sex and violence, there's actually a lot of complex stuff going on. What ideas does your project explore? Is there potential for layered concepts to be examined episode after episode?

Purpose

Why should this series exist? Similar to an artist's statement, this section outlines the motivations of the writer(s) and/or creative team in pursuing this series. Think of this as the emotional bait that will hook an "on the fence" executive, tugging at their heartstrings just enough to potentially get them on board. While it's easy to assume only serious drama would require such deep introspection, even heavily commercialized properties must answer the same question. Consider the 1990s hit *Friends*. With its soft, simple and even predictable storylines, some might roll their eyes at such a formulaic property and overlook the significance *Friends* brought to the market. The show would never have succeeded if it did not satisfy the need of a core audience (which was only found through creative purpose). The *Friends* writers explored the experiences of young adults starting out in their lives—having left home and found themselves alone in the big city— who were all just scraping by, trying to figure things out. The audience absolutely existed, but it hadn't previously been tapped into. From a creative angle, the show's purpose was to give hope and optimism to that audience (*Friends* allowed them not to feel alone). Other programs might explore broken family dynamics, issues of race, ethnic conflicts, gender inequality, corruption or classism (even if disguised as happy-go-lucky comedies like *Modern Family* or *Black(ish)*). Define your purpose or cause and you will give a development executive insight into what your series can bring to the market.

Part II: The Story

Next, we dive into the nuts and bolts of the storyline. We start high level, mapping out the whole idea; then outline a full season, whittling it down to a detailed episode-by-episode synopsis.

Main Synopsis

This is a short, high-level overview of the storyline of the series. In *Ray Donovan*, Ray's world is completely chaotic, but he has managed to find a balance—until his father, Mickey, is released from prison. Season after season, this workflow repeats and thus serves as the main synopsis of the overall series. *Lost* is no different: the characters are stranded on a bizarre island following an air crash and must work together to survive and ultimately escape. This main synopsis doesn't change from one episode to the next and serves as the foundation on which the entire series is constructed. What is your main overarching storyline? Outline it as a synopsis here—one that builds the framework of your series. While the synopsis in Part I (above) is simplified, this version is more detailed and can dive into the series' structural significance (while the high-level synopsis in Part I simply gives the reader the gist of the show, this explains what the story of the series is about).

Season 1 Overview

This is a detailed treatment that outlines the entire first season of your series. It can easily take up several pages of text. Where do we begin? What happens in the middle and where do our characters end up at the conclusion of the season? This is written in paragraph form, covering the main character arcs and major plotlines (offering a high-level map to the reader).

Episodic Breakdown

Each individual episode requires a small paragraph (usually 150(ish) words) outlining the main details of the storyline. The A and B plotlines should be presented clearly and succinctly. The reader should get a sense of how the episodes will play out both independently and collectively across the full season.

Future Seasons

What would a second season look like? If your series is open ended, provide a simple high-level (500 to 750-word) overview of a potential second season. Some bibles even tap into what a third season could look like.

Part III: Characters

Characters are what drive scripted TV, so introducing a reader to the cast of characters is vital within a scripted TV bible. Be descriptive. Explain potential subtext and what each character represents. Remember that TV characters must remain static: they can evolve, grow and open up to new ideas, but their core personalities and worldviews shouldn't change.

Main Characters

Who are our main characters? Provide a brief biography; but more importantly, detail their personality traits and what they bring to the table. What are their flaws? What aspects of their behaviors drive conflict? What role do they serve in the lives of other main characters? Introduce us to who we'll be following by enabling us to understand them at a deep level.

Supporting Characters

Supporting characters play a significant part in framing the world of your TV series: they add conflict and can simultaneously help resolve problems. Tell us about them. Consider the impact that seemingly minor character interactions play in the overall structure of an episode (or the overall series). Equally, consider how the passing words of a neighbor or casual acquaintance can be recalled and applied to solve a major problem or crisis. Take time with supporting characters: make them truly three-dimensional "people" who will both assist and hinder your main characters in their journeys.

Ongoing Conflicts

Although not necessarily a separate section in your bible, ongoing conflicts should be described in detail, as conflict drives story. Sometimes, character conflicts can be seamlessly included in your character breakdowns; other times, it might be easier to provide a more specific explanation of ongoing character conflicts in a separate section. (For example, you could include a section simply called "Ongoing Character Conflicts," in which you detail these critical character interactions.) Either option works; the important thing is that the reader understands the ongoing potential for conflicting character interaction. Examples might include love triangles, hidden resentments, conflicting worldviews and/or "fish out of water" situations.

Part IV: Style and Tone

Explain how your TV series will feel and what will appear onscreen. Specify its look, style and mood. Explain high-level lighting ideas, sound and even editing techniques. Offer examples: are there other similar series that could be referenced? What is the narrative structure of the series—for example, are recurring flashbacks or other story mechanisms utilized? If so, is there an approximate percentage between past and present you could provide?

The purpose here is not to tell the director, director of photography or editors how to perform their job; but simply to give a general description of the style and feel, so that the reader can truly visualize the creative intent. Is this series fast paced with tight visual cuts or slower paced with longer takes? Is the camera on a tripod or handheld? Is the lighting cold and overhead or bright on a studio soundstage?

This section is not meant to be technical; don't reference equipment specifically, but do reference other programs in their use of lighting, editing and writing style and tone. Real-world references will far better describe the feeling you're evoking.

Part V: Talent

Sometimes, although by no means always, talent—such as writers, showrunners, directors or producers—may already be attached to the project. If a fully fleshed-out team has been attached—likely when a project is coming from a major talent agency or development firm that has heavily invested in it—detailed information should be included (e.g., company overviews, talent biographies and filmographies).

If a project exists only at the pilot script and bible stage, biographies (150-300 words) of the writers principally responsible for developing and creating the story should be included here. Be sure to include past credits and professional experiences.

Summary

Preparing a scripted television bible is no small undertaking, but this is a must-have document: it serves as the business plan, justifying the longevity of the series. Unlike a feature film, which exists as a one-off investment, the executive teams buying into a televised series are in it for the long haul; they need absolute assurance there's enough potential for a fully producible series to be extracted from the first moments of a pilot script. The more assurance you can provide via a well-thought-through scripted TV bible, the better your chance of convincing others that your concept has what it takes to succeed.

Glossary

Advance: Monies paid in advance of generated profits from revenue share or royalty distributions. See also "Minimum guarantee."

Agent: Offers a service of talent representation in exchange for a percentage-based fee; brokers deals between talent and producers or production companies for either commissioning their services to contribute to the project or negotiating the acquisition of their intellectual property (IP). See also "Manager."

Attachments: Actors, director(s), producer(s) or other entities (i.e., vetted production companies) that legally commit themselves to work on a project prior to, or during the process of, funding. This process is called "packaging" and is used to increase the value of a script (or property) in order to presell and/or raise funds for productions, thus increasing the potential for a "greenlight."

Backend: A deal-making phrase that describes the percentage splits of a project's profits—specifically the money generated after it's been completed and released—between several parties. See also "Modified adjusted gross receipts".

Back-Door Pilot: A gimmick used to introduce a new series or concept by making the "series premiere" or "pilot" feature length, thus making it capable of existing as a standalone TV movie if the pilot never transitions into a fully fledged series.

Bible (or "series bible"): A massive document, similar to a business plan or proposal, used to present the complete breakdown of a scripted serialized program; it generally fleshes out all details regarding character, location, theme, concept and tone. Most series bibles include at least the first season's full episode slate (with a detailed synopsis of each episode); many offer clear direction where the series will lead in future seasons. The bible is the "filter" which keeps all associated parties (i.e., showrunners, writers and producers) on target.

Bonus: The monies payable to an individual or entity to achieve a specific goal or target in relation to a media property (e.g., raising a certain threshold of the budget, achieving a minimum level of sales or owning the rights to a series commissioned for a second season).

Box office: The volume of revenue generated from ticket sales during a theatrical exhibition.

Cash flow: An informal way of describing the entity or party that will supply a production company with the liquid—or "spendable"—cash required to produce a specific project. This is important because often pre-sales and other early deals do not pay out in full (or are calculated to cover the expense of production after the tax rebates and other subsidies are reimbursed).

Carriage fees: Cable and satellite operators (e.g., Spectrum, DISH and Cox in the United States) charge carriage fees to networks and broadcasters in exchange for having their channels made available to consumers. While a consumer pays a monthly subscription fee to Spectrum or DISH in order to access premium channels (e.g., Starz or HBO), the networks—or the multichannel video programming distributors (MVPDs) that own them—must pay a carriage fee to those cable/satellite services in order to be made available to consumers. While you and I need only pay a subscription to one regional cable/satellite operator, Starz and HBO must pay carriage fees to *all* of the available cable/satellite operators in order to reach a critical mass of households. As traditional cable/satellite use dwindles in lieu of digital platforms (e.g., Amazon, Roku), many broadcasters are questioning the value of carriage fees. Also, as these digital platforms become the new dominant players—and the new "carriers" of channels—these fees are shifting into their domain.

Catalog: A distribution company's entire library of sellable media properties. This can be presented in the form of a physical (or printed) catalog or an online or digital catalog. Older titles are often described as "back catalog."

Closed-ended series: Television or new media content for which no further seasons or episodes will be created (e.g., a mini-series where the story concludes after a specific number of episode); sometimes described as a "limited series." For contrast, see "Open-ended series."

Commissions: Describes the fees payable to individuals or entities for brokering, orchestrating or aiding in the finalization of a media deal. This also describes the action of a network or entity pre-buying the rights to a media property (agreeing to fund a major portion of the budget).

Completion bond: A financial instrument whereby a bank or financial institution agrees to cover unforeseen overages should they occur, so a media property can reach completion (therefore guaranteeing it will become exploitable).

Crossover film: A feature film that "crosses" from its anticipated audience to gain appeal—and revenue—from an unexpected audience.

Day and date: The distribution strategy of simultaneously releasing a media property across multiple rights categories (e.g., theatrical, transactional video on demand (TVOD)/electronic sell-through, television) on the same date.

Development hell: A tongue-in-cheek expression used to describe the (sometimes endless) process of getting a script or property of interest from initial acquisition to greenlight. Sometimes these projects are continually revised during the development period in order to satisfy different investors; other times the company keeps the script "as is," but takes a long time to secure proper funding for the film's eventual production. Some projects never get out of development hell; others seemingly float through very easily.

Direct to [blank]: A phrase used to describe an independent film or production specifically designed not exhibit in theaters. Films or productions can be produced as "direct to video," "direct to TV" and now "direct to video on demand." These are targeted, middle-zone productions, generally with limited budgets and heavy on genre appeal.

Distribution fee: The percentage of monies taken from a media property's sales revenue that serve as the distribution company's fee—or commission—for brokering or orchestrating a deal.

Driver: A high-level film or project (either completed or in development) that gives a seller or distributor leverage to include additional titles (usually of lesser quality) in a package deal.

Dubbing: The process of replacing an actor's voice speaking a native language with that of a foreign actor speaking a foreign language to adapt a media property for exhibition in a foreign-speaking market.

Elements: See "Attachments" above.

Episodic: The word used in contracts to classify a program as multiple episodes in total duration, as opposed to a single one-off feature film. The exact running time of each episode differs depending on genre and platform (from 90-minute episodes in a long-running episodic miniseries to 42-minute episodes for a dramatic series with ad breaks and five to 10-minute episodes for an online web series). The total number of episodes will also depend on genre, platform and longevity.

First-Look Deal: An arrangement whereby a distributor agrees to pitch or present all new media properties exclusively to a single acquiring company prior to presenting them to any competing third party.

Flat fee: A payment made whereby no future revenues are required; even if a film or media property becomes extraordinarily successful, a "flat" payment caps the required payments between the parties.

Format: A rights category describing the distribution or acquisition of a media property's structure. This allows a branded and replicable series to be created for local markets (e.g., replicating *The Voice of Holland* as *The Voice* in the US, as well as *The Voice France* and *The Voice Arabia*).

Four-walling: Self-booking theatrical exhibitions of a media property; often associated with DIY media distribution.

Front-end fees: Generally, clearly defined payments owed to talent, crew and executives associated with a media production. An executive producer or similar might get a flat fee for the feature or a flat "per episode" rate on a seasonal basis.

Greenlight: The official moment when the party controlling necessary financial resources agrees to produce (invest in) a project, guaranteeing its move toward production. Exactly when a project receives a greenlight can vary wildly—projects can be greenlit with or without a completed script, a locked cast or even an attached production crew.

Gross points (or "gross royalties"): A "point" is equal to 1%; "gross" refers to all monies (in total) earned *before* expenses or outside costs are deducted against that figure. Therefore, a single gross point is 1% of all monies earned, in contrast to the commonly distributed "net point" (see below).

High-concept: An overly thrown-around phrase that essentially describes a film or TV concept that is extremely straightforward and easy to describe. (This does not mean "big budget"; it means that within a few words of the pitch, your audience has a very clear understanding of your project.)

Holdback: A period during which specific rights are restricted from exploitation to afford a licensing company an unimpeded exhibition window.

Home entertainment: A generic phrase used to describe the various rights (or various methods) in which a customer can view a film, television or new media program in any conceivable personal manner (whether purchased or rented) outside of viewership in theaters, paid public exhibitions, commercial airplanes, hotels or commercial cruise liners.

Hook: The unique—and often simple—aspect of a story that makes it stand out, transforming a dull idea into an extraordinary one (which gives it competitive edge to distributors and "sellability" to audiences).

Letter of intent (LOI): The formal means for one entity to express a (generally) legally binding "interest" in working with another party. An LOI essentially functions as a proof of commitment in moving forward with a formal agreement if all elements required to enforce a functional deal come together. For example, to pre-sell a movie, a distributor might secure a name actor with an LOI. If the distributor moves forward with the production, that actor will be required to take on the agreed role; but if the pieces don't come together and no film is greenlit, the actor is not required to perform (and the distributor is not required to pay them).

License fee: A fixed financial value paid to obtain the rights of IP.

Licensee: An entity acquiring the rights to a media property from its owner (aka the "licensor"—see below).

Licensor: The entity that owns or manages the rights in a media property. The licensor will license or assign the rights of a media property to an acquiring party (see "Licensee" above).

Limited series: Also known as a "limited-run" series (see "Closed-ended series" above).

Logline: A short descriptive sentence (of less than 100 words) that quickly summarizes the concept of a script (or story), while clearly defining its genre type and overall "hook."

Minimum guarantee: Monies paid to acquire the exhibition rights to a media property with a built-in financial structure for potential future royalty distributions. See also "Advance."

Modified adjusted gross receipts (MAGR): A type of "backend" fee—a payment structure owed to top-tier talent or executives associated with the creation or development of a media project. Essentially, once all is said and done (and all expenses have been deducted and debts repaid), whatever is left over is reallocated as MAGR. Percentage points of MAGR are pre-assigned to various producers, creative heads and executives in advance of production. (See also "Backend" above.)

MPVD: An acronym for "multichannel video programming distributor." This is a common way to describe the business of a large media entity with a multitude of direct-to-consumer outlets (e.g., AMC Networks or The Walt Disney

Company, each of which owns and manages several channels and digital platforms); or a major media conglomerate conducting business in a wide range of fields (e.g., Paramount, which releases media to a large range of outlets by acquiring smaller companies that meet this definition—such as its 2019 acquisition of advertising-based video-on-demand (AVOD) player PlutoTV).

Net points (or "net royalties"): A "point" is equal to 1%; "net" refers to the monies left over once all other parties owed money (and after all expenses incurred) have been paid out or recouped—essentially, all the "leftover" cash. Therefore, a single net point is 1% of all the leftover money, which is a fraction of a "gross point."

Non-union: A production or a potential project that is being produced independent of any unions. For an actor, the project would be independent of SAG-AFTRA, meaning any card-carrying unionized actors could not perform. For a writer, the project would be independent of the Writers Guild of America (WGA), meaning any WGA member could not write. Crew-related unions, such as the International Alliance of Theatrical Stage Employees (IATSE), do allow their members to work on both union and non-union productions (an IATSE member joining a production they knew to be "non-union" would understand their day rate might be less and that standard working hours might be different).

One-off: A television program or new media property that is shorter than feature-length running time and has no additional episodes.

One-sheet: A small "sales" sheet—generally an 8 ½" x 11" mini-poster—that is handed out to clients to provide insight to the cast, genre and budget level of a film. It would appear almost as DVD cover art (front and back), but on a sheet of paper for easy filing and reference. One-sheets are also commonly emailed as digital files.

Open-ended series: A television or new media series that allows for additional episodes or seasons to be created. For contrast, see "Closed-ended series" above.

Option (or "option/purchase"): An "option" is when all rights to a script or piece of IP are leased by a producer, generally for an upfront fee and for a period of between six and 18 months. During this option period, the producer will pitch the film to investors or attempt to package the script in order to get a greenlight from a production company. If the project is greenlit and the film is produced, the rights holder will generally receive a production bonus—pre-negotiated in the initial option agreement. If the script is not greenlit, upon expiration of the option period, all rights will revert to the rights holder.

Output deal: An agreement between two parties whereby one entity agrees to take on all (or a confirmed minimum amount of) produced content (e.g., finished films, scripts) for a pre-negotiated price.

Packaging: The process of making a script a more attractive property by "attaching" actors, directors or other elements who contractually commit to work on the project if it is funded or receives a greenlight.

Pilot: A fully produced episode of a proposed TV or new media series, generally made as a "one-off" example to present to studio executives or international clients to gauge interest. If the series receives a greenlight, the pilot generally broadcasts as the first episode. See also "Back-door pilot."

Pre-sale: The sale of a media property's distribution rights before it is completed.

Premiere: The first commercial exhibition of a media property within a territory, regardless of the rights category.

Procedural: A television or new media series where each episode stands alone and requires no previous information from earlier episodes or seasons to follow along.

Purchase (or "preemptive purchase"): When a producer or production company purchases all rights to a script in advance of packaging or financing. The purchase is generally a one-time lump-sum payment; by accepting, the writer revokes all rights in the script into perpetuity (but is credited for their work).

Revenue share: A deal structure whereby monies are split between the licensor and licensee (often in lieu of a minimum guarantee or advance). The rights holder will often receive a majority share (50% or above).

Roll-out release: The process of releasing a media property in small waves across a single rights category (e.g., focusing on a small portion of theaters before expanding to add more screens or targeting a handful of TVOD platforms before including additional ones).

Series order (or "straight-to-series order"): When a network or platform greenlights a serialized project—like a TV show or multi-episode podcast—a minimum number of episodes or program hours will be required. While a limited-run miniseries requires a finite number, other programs—such as talk shows, gameshows and reality series—could yield an infinite number.

An executive may require 10 episodes for a weekly program or 50 episodes for a daily series. This number will be the series order.

Sitcom: Shorthand for "situation comedy," which defines a comedic television or web series focused on a group of opposing personalities that are forced to interact with one another by outside circumstances. Though often associated with multi-camera production methods and audible "laugh tracks," the definition technically includes programs like *It's Always Sunny in Philadelphia*, *Family Guy* and *Modern Family*.

Showrunner: The true king of the serialized content or television world, outranking even the director. Part executive producer, part story doctor, part visionary, the showrunner is a jack-of-all-trades who is generally deeply involved in a series' writing process, its scheduling and its overall conceptual flow. They are the single voice that guarantees the studio or production company financially responsible for the program will get exactly what they're expecting.

Sleeper hit: A film or television series, expected to be small and forgettable, that surpasses all expectations by ballooning into an unexpected hit.

Spec script: A screenplay—for either feature-length content or episodic content—which is voluntarily written without any upfront payment, client request or contractual obligation. A writer conceives of an original idea and writes a script from scratch in the hope of selling it later upon completion. (A writer may also voluntarily acquire the rights to a story or book and write an adapted screenplay on spec based on that material.)

Talent: A generalized industry term describing creative performers. It includes onscreen actors and performers, but also behind-the-scenes talents such as writers and directors.

Territory: A distribution term used to describe a country or several countries that are commonly accepted to represent a geographical region where the rights to a film can be licensed. On one hand, the individual nations of Poland or Japan represent a "territory"; but so too does the Middle East, which is made up of over 20 individual countries.

Throughline: The overarching storyline or plot carried across several episodes of serialized content; it generally focuses on how a series will reach a resolution.

Trades: A slang word used to describe various publications and websites focused on relaying media news (e.g., *Variety*, *Hollywood Reporter*, *Deadline Hollywood*, *C21*, *Worldscreen* or *Prensario*).

Treatment: An outline of a story concept (ranging from a few pages to dozens, without any dialogue) that is used by a writer to present their ideas to a production team to ensure it meets their needs prior to attempting a first draft of a screenplay.

Turnaround: The process after a script is purchased, where the writer attempts to reacquire (purchase back) the rights previously signed away.

Wide release: The distribution strategy of exhibiting a media property in multiple theaters across all major markets—potentially across multiple countries—on the same date (for contrast, see "Roll-out release" above).

Windowing: The strategy used by distributors to maximize the profit margin of a media property by carefully orchestrating the time allowed to exploit a title in a specific rights category before it can transition to a lower price point. For example, a major subscription video-on-demand (SVOD) entity will pay a higher license fee than a niche AVOD company; the distributor will "window" their agreements to allow the SVOD a meaningful window of time before exploiting it with the AVOD company.

About the Author

Scott Kirkpatrick is the Executive Vice President of Co-Productions & Distribution for Nicely Entertainment—a Los Angeles-based production and distribution company that produces original TV movies and scripted TV series—where he brokers major content deals and has executive produced a variety of TV movies, including *Sappy Holiday* and *The Snowball Effect*. Previously, Kirkpatrick served as the Senior Vice President of North American Sales & Business Development for the London-based NENT Studios UK, where he oversaw international television distribution deals on a variety of programs, including BBC's *The Cry*, Channel 4's *Shameless* and ITV's *Doc Martin*. Prior to this, Kirkpatrick served as Executive Director of Distribution for MarVista Entertainment, a Los Angeles-based production and distribution company that produces original TV movies and has managed international TV deals on major franchises, including *Mighty Morphin Power Rangers*. Before shifting to the distribution side of the industry, Kirkpatrick worked behind the scenes on major studio productions, including *Talladega Nights: The Ballad of Ricky Bobby*, and produced and directed TV series and feature films including *Eye for an Eye* and *Roadside Massacre*. He is the author of the books *Writing for the Green Light: How to Make Your Script the One Hollywood Notices* and *Introduction to Media Distribution: Film, Television and New Media*. Kirkpatrick lives in Los Angeles with his wife and two children.

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