

APPENDIX V
CORPORATE GUARANTEE

MEMORANDUM OF AGREEMENT dated this day of , 20__

BETWEEN: Writers Guild of Canada
 366 Adelaide St. W., Suite 401
 Toronto, Ontario
 M5V 1R9
 (hereinafter referred to as the “Guild”)

AND *(insert name and address of Established Producer)
 *(hereinafter referred to as “Guarantor”)

WHEREAS _____ (“Producer”) has acquired certain rights in _____ (the “Script Material”) written by _____ (the “Writer”), and intends to produce a production made from the Script Material (the “Production”);

AND WHEREAS the Producer has signed a Voluntary Recognition Agreement to the Independent Production Agreement covering Freelance Writers of Theatrical Films, Television Programs and other Productions between the Canadian Media Production Association (CMPA), Association québécoise de la production médiatique (AQPM) and the Writers Guild of Canada (the “Guild”) March 16, 2015 to December 31, 2017 (the “IPA”);

AND WHEREAS pursuant to Article A10 of the IPA, the Guild is entitled to require that a Producer place security in the form of a cash deposit or letter(s) of credit, at the time, in an amount, and in the manner set out in the IPA unless a Corporate Guarantee in this form signed by an Established Producer is accepted by the Guild;

AND WHEREAS the Guild has accepted Guarantor as an Established Producer;

NOW THEREFORE the parties hereby agree as follows:

1. In consideration of the Guild foregoing the requirement that the Producer put up a cash bond Guarantor hereby guarantees the payment of all monies which would otherwise be secured by a cash bond pursuant to Article A10 of the IPA, including the Production Fee, Insurance, Retirement and Administration payments related to the Production.
2. If at any time, payment of any amount guaranteed herein is in default for more than fourteen (14) days, the Guild shall be entitled to deliver to Guarantor a formal demand in writing outlining the specific sum involved and particulars of the default. On receipt of such demand, Guarantor will forthwith pay to the Guild the sum set out in such notice. If there is any dispute as to the amount owing by the Producer, or whether any amount is owing at all, Guarantor will nevertheless pay the sum set out in such notice to the Guild in trust, and the Guild will hold such sum in trust in an interest bearing account. Immediately upon such dispute being resolved, the Guild will refund to the Guarantor any sums determined to be in excess of what was owing by the Producer, along with accrued interest.
3. The Guild shall have the unilateral right to terminate this Agreement and revert to the requirements of Article 10 of the IPA if the payment of any amount guaranteed herein be in default for more than fourteen (14) days after Guarantor has been served with the demand provided in paragraph 2 herein.
4. Guarantor shall be released from the guarantee given herein and all obligations resulting therefrom on the sooner of:
 - i) the full payment of all amounts guaranteed herein; or
 - ii) the full execution and approval by the Guild of any Assumption Agreement or Rights Assumption Agreement entered into pursuant to Article A1113 of the IPA.
5. The termination of this Agreement by the Guild pursuant to paragraph 3 herein shall in no way annul, terminate or otherwise affect the obligations of the Guarantor with respect to any amounts accruing prior to the date of such termination by the Guild, subject to paragraph 4 herein.
6. If the Guild terminates this Agreement pursuant to paragraph 3 herein, Producer shall, within forty-eight (48) hours of receipt of written notice of such

termination, post security in the form of a cash deposit or letter(s) of credit in accordance with Article A10 of the IPA. If there is any dispute as to the amount owing by the Producer, or whether any amount is owing at all, Producer will nevertheless pay the sum set out in such notice to the Guild in trust, and the Guild will hold such sum in trust in an interest bearing account. Immediately upon such dispute being resolved, the Guild will refund to Producer any sums determined to be in excess of what was owing by the Producer, along with accrued interest.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinabove firstly mentioned.

(Producer)

(Guarantor)

Per

Per

Writers Guild of Canada

Per

(Print or type name of Authorized Signatory)