

FILM CLIP LICENSE

THIS AGREEMENT made effective as of the ____ day of _____, 20____.

BETWEEN:

[NAME OF LICENSOR]
whose address for service is

_____ [insert address]
(hereinafter "Licensor")

- and -

[NAME OF PRODUCTION COMPANY]
whose address for service is

_____ [insert address]
(hereinafter "Producer")

WHEREAS Producer wishes to use the film clip described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Film Clip") in a motion picture now entitled " _____ " (the "Motion Picture");

AND WHEREAS Licensor has agreed to grant Producer the right to use the Film Clip in connection with the Motion Picture;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. Grant of License

Subject to the provisions set forth in this Agreement and the performance of all of Licensor's obligations to be performed hereunder, Licensor hereby grants to Producer, its successors, licensees, sub-licensees and assignees a non-exclusive license (hereinafter "the License") to use the Film Clip in the Motion Picture for the term, purpose, payment, and territory specified in Exhibit "A".

In connection therewith, Licensor agrees to make the Film Clip available to Producer at no expense to Licensor for use by Producer subject to the terms and conditions hereinafter set forth.

2. License Fee

In return for the license granted to Producer to use the Film Clip, Producer agrees to pay Licensor a license fee ("License Fee") in the sum of _____ DOLLARS (\$ _____), payable _____ [give details of when and how the fee will be paid].

3. Licensor's Representations and Warranties

Licensor warrants, represents, and agrees with Producer that:

- (a) Licensor owns or controls all rights necessary to make the grant of rights made hereunder;
- (b) Licensor has the right and power to enter into and perform this Agreement and to grant the License granted hereunder;
- (c) nothing in the Film Clip is obscene, libelous, blasphemous or defamatory;

- (d) the Film Clip does not infringe upon any performer's right, any performer's property right, any moral right, any right of copyright, right of privacy, right of publicity or any other right whatsoever of any third party;
- (e) apart from payment of the License Fee, no sums shall be payable by Producer to any person or entity in respect of the exploitation of the Film Clip in connection with the Motion Picture, and Producer will not be required to obtain the consent of any person or entity by reason of its license and use of the Film Clip;
- (f) all sums payable in respect of the rental or lending by means of the Motion Picture of any copyright, work or performance contained or included in the Film Clip have been paid in full or shall be paid in full solely by Licensor.

4. Limited License

Producer will not make, or permit the making of, any reproduction of or from the Film Clip whatsoever, in whole or in part, except in connection with the purposes herein specified. Producer shall not have the right to use the Film Clip, or the right to license others to use the Film Clip, for the purpose of advertising or promoting the Motion Picture.

5. Return of Materials

To the extent that Licensor has provided Producer with physical materials of any sort, Producer shall return such materials to Licensor within _____ (____) days of the domestic theatrical release of the Motion Picture or the commercial exploitation of the Motion Picture in any media or market. Concurrently therewith, Producer shall certify to Licensor, in writing, how many copies of such physical materials, if any, were made by Producer, and return all such copies to Licensor or destroy the same and furnish to Licensor a signed affidavit of destruction.

THIS IS A 5-PAGE DOCUMENT.