

CLIP LICENSE

This agreement (hereinafter referred to as the "Agreement") is entered into as of _____ between _____ (the "Licensee") and _____ (the "Licensor") regarding the use of a clip from _____ (the "Clip").

1. GRANT OF LICENSE: Subject to the provisions set forth in this Agreement and to the performance of all of the obligations by the Licensee to be performed hereunder, the Licensor hereby grants to the Licensee a non-exclusive, non-transferable, limited license ("License") to use the Clip described in Exhibit "A" (attached hereto and incorporated herein) for the term, purpose, payment and territory specified herein. In connection therewith, the Licensor agrees to make the Clip available to the Licensee at no expense to the Licensor for use by the Licensee subject to the terms and conditions set forth in this Agreement below.

Comment: Don't want Licensee to think Clip is exclusive to them.

Comment: Don't want Licensee to share Clip.

2. LICENSOR'S REPRESENTATIONS & WARRANTIES: The Licensor hereby represents and warrants that it is the legal owner of the Clip and warrants and represents that it has the right and power to enter into and perform this Agreement and to grant the License herein contained; provided, however, that it is the sole responsibility and obligation for Licensee to investigate and obtain any and all other required releases and consents which may be required by for any and all uses of the Clip, including, but not limited to, consents from those appearing or performing in or whose services are utilized in connection with the Clip, as well as consents from all unions and guilds to the extent their members performed in, or in connection with, the Clip. If music is contained in the Clip, Licensee will also pay all required fees and obtain all necessary clearances for the use of such music, including, but not limited to, music synchronization and performing rights licenses from the owners and composers of the music and such other persons or entities, including performing rights societies, as may own or control the rights thereto, if necessary. Licensor makes no representation that the Clip as supplied hereunder may be used without obtaining such further permissions and/or clearances. In the event of a claim by any of these parties, or individuals, Licensee will be responsible for making payments directly to the claimant.

Comment: Licensor got clearances for their uses, but not necessarily for Licensee's uses

3. LIMITED LICENSE: The Clip will be used solely for the term, purpose and territory specified in Exhibit "A", and for no other term, purpose or territory whatsoever. The Licensee will not make or permit the making of any reproduction of or from the Clip whatsoever, in whole or in part, except in connection with the purpose herein specified. The Licensee shall have no right to edit or otherwise alter the Clip or any portion thereof. The Licensee does not hereby gain a license or have the right to use the Clip or the right to license others to use the Clip to advertise or promote the Licensee or the Licensee's project which incorporates the Clip.

Comment: Licensor wants to control Licensor's copyrighted materials so Licensor needs to limit uses.

4. COMPLIMENTARY COPIES OF THE PROJECT: The Licensee hereby agrees to provide to the Licensor, upon request, a copy of the Licensee's project which incorporates the Clip.

Comment: Licensor needs to see how Licensee uses Clip so as to confirm no breach.

5. RESERVATION OF RIGHTS: Notwithstanding the limited license granted hereby, the Licensor reserves all of the Licensor's other rights in the Clip and the program from which it came. The Licensor shall at all times, anywhere in the universe and whether or not in conflict or competition with the Licensee, have the right to use or authorize others to use the Clip in any way the Licensor may choose.

6. CREDIT: The Licensee agrees that there shall be included in any use of the Clip a credit as specified and provided in Exhibit "A".

Comment: Always get credit.
Hollywood 101. ☺

7. REPRESENTATIONS & WARRANTIES: The Licensee represents and warrants that nothing contained in the context in which the Clip is used will be in any way derogatory to the program from which the Clip was taken, any person connected with the production thereof or depicted therein, the Licensor and/or the literary material upon which the Clip was based. Furthermore, the Clip will not be used in any way so as to constitute and express or implied endorsement of any product or service by, or a commercial tie-up involving, anyone associated with the program from which the Clip was derived.

Comment: This can be a real problem
with reality television.

8. INDEMNIFICATION: The Licensee hereby agrees to indemnify, defend and hold the Licensor, its parent, affiliates, subsidiaries, agents, representatives and associates, and the officers, directors and employees of each of them harmless from and against all losses, costs, damages, judgments, liabilities and expenses (including, without limitation, attorneys' fees and any payments that may be due any music publisher, musician, writer, director, actor, union, guild or other party) arising from any claim whatsoever and whenever brought, which may be brought based directly or indirectly upon the Licensee's use of the Clip.

9. EQUITABLE RELIEF: The Licensee understands that a breach by the Licensee of any of its representations, warranties or undertakings hereunder may cause the Licensor damage which could not readily be remedied by an action at law and might, in addition, constitute an infringement of the Licensor's copyright. Any such breach would, therefore, entitle the Licensor to equitable remedies, costs and attorneys' fees in addition to any other rights provided for herein or by law.

10. TERMINATION OF LICENSE:

(a) The Licensee hereby agrees that upon its failure to comply with any of the foregoing terms and conditions, the License given the Licensee hereunder shall be automatically terminated and shall be deemed null and void relating back to the creation of this Agreement.

(b) The Licensee also agrees that the Licensor shall have the right to terminate this Agreement and withdraw the authorization it has granted hereby in the event any claim by a guild or other legal entity is submitted to the Licensor based upon the rights granted to the Licensee under this Agreement.

11. MISCELLANEOUS PROVISIONS:

(a) This Agreement contains the full and complete understanding and agreement between the parties with respect to the within subject matter, and supersedes all other agreements between the parties, whether written or oral, relating thereto, and may not be modified or amended except by written instrument executed by both of the parties hereto.

(b) A waiver by either party of any of the terms and conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach thereof.

(c) The parties agree that in the event of any dispute arising hereunder, such dispute shall be governed under the laws of the state of California. The parties further agree to be subject to the jurisdiction thereof.

(d) This Agreement shall not be binding on the parties until accepted by both parties and executed by a duly authorized officer of each such party. No additions, amendments or modifications to this Agreement shall be effective until accepted in a similar manner.

Licensee

Licensor

Exhibit "A"

DESCRIPTION OF THE CLIP:

TERM:

TERRITORY:

PURPOSE:

CREDIT: