

Life Story Rights Agreement

Life Story Rights Agreement ("Agreement") dated as of _____ between _____, on the one hand, and _____ ("collectively Owner"), on the other hand, in connection with the proposed theatrical motion picture currently entitled "_____" (the "Picture") that is presently the subject matter of an option/purchase agreement between _____ (" ") and _____ (" ") dated as of _____ ("Agreement"), with all of _____'s right, title, and interest therein subsequently purchased by _____ (" ") in an agreement dated as of _____ and _____ including the _____, its subsidiaries, affiliates, related entities, employees, agents, directors, successors and assignees are hereinafter sometimes referred to as _____' "Licensees". The _____ - _____ agreement and any subsequent amendments thereto mutually agreed by the parties, including the Letter Amendment dated _____, shall hereinafter be referred to as the "_____ Agreement". The term "Option/Purchase Agreement," as used herein, shall refer to all rights granted to _____ under both the _____ Agreement and the _____ Agreement copies of which are attached hereto. All rights granted and assigned to _____ hereunder are deemed to be included in the rights which are the subject matter of the Option/Purchase Agreement and shall be included in the rights granted and assigned to _____ under the Option/Purchase Agreement at such time, if ever, that the option is exercised by _____. This agreement is made with the express purpose of granting to _____ the underlying rights for exploitation of the rights under the Option Purchase Agreement. If, for any reason whatsoever that agreement is terminated, or expires, then this Agreement shall automatically and irrevocably terminate and all rights granted by Owner hereunder shall revert to Owner and this agreement shall have no further force or effect.

1. GRANT OF RIGHTS For good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Owner hereby grants to _____ and his Licensees, perpetually and irrevocably but subject to the terms hereof, the unconditional and exclusive right throughout the universe to use, simulate and portray Owner's name, likeness (whether photographic or otherwise), voice, personality, personal experiences, incidents, situations and events which heretofore occurred or hereafter occur that pertain to _____ and/or the book _____ by _____ (which portrayal may be in whole or in part) based upon or taken from Owner's life story in and in connection with motion pictures, sound recordings, publications derived from such motion pictures and any and all other media of any nature whatsoever, whether now known or hereafter devised. Without limiting the generality of the foregoing, it is understood and agreed that said exclusive right includes theatrical, video, television, dramatic stage, radio, theme park, interactive rights, sound recording, music, advertising and publicity rights in all media of every nature whatsoever whether now or known or hereafter devised and publishing, commercial tie-in and merchandising rights relating to the foregoing rights. Owner reserves no rights with respect to such uses. All of said rights are hereinafter referred to as the "Granted Rights". It is further understood and agreed that the Granted Rights may be used in any manner and by any means, whether now known or unknown, and both factually and with such fictionalization, portrayal, impersonation, simulation and/or imitation or other modification, in whole or in part, as _____, and/or his Licensees, may determine in its or their sole discretion, provided however, it is understood and agreed by _____ and his licensees that no motion picture that results from

this agreement will falsely portray Owner, or any characters based on these individuals, as having committed any felony crimes; Notwithstanding anything contained herein, the exercise by _____ and/or his Licensees, of any of the Granted Rights, are conditioned upon the exercise of the Option.

2. CONSIDERATION: In consideration of the rights granted by Owner to _____ hereunder, Owner shall be entitled to fifty (50%) percent of all compensation due to _____ of whatever kind and nature and wherever and whenever received, derived from the Option/Purchase Agreement ("Owner's Share"). _____ shall authorize and direct the _____ Agency to receive all such compensation and pay Owner's Share, less applicable commissions, directly to Owner.

3. RELEASE: Owner agrees that it is of the essence of this agreement that subject to the terms hereof, Owner releases and discharges _____ and his "Licensees" from any and all claims, demands or causes of action that Owner may now have or may hereafter have for libel, defamation, infliction of emotional distress, invasion of privacy (pursuant to Sections 50-51 of the New York State Civil rights Law or any similar statute in another jurisdiction), or right of publicity, infringement of copyright or violation of any other right arising out of or relating to the Licensees' utilization of the Granted Rights or based upon failure or omission to make use thereof.

4. EXCLUSIVITY: Owner shall not divulge Owner's life story, or any part thereof, to any other party, nor shall Owner act as a consultant in the motion picture industry for any other party prior to the initial release date of the Picture; and Owner shall not him/herself or authorize others to circulate, publish or otherwise disseminate any news stories or articles, books or other publicity of any kind relating directly or indirectly to the subject matter of this agreement or a motion picture or other production based upon the Granted Rights. Provided however, it is understood that Owner may give interviews to print and broadcast news organizations about _____ and in connection with the publication of the book _____, but shall not refer to _____'s Licensees other than in an incidental non-derogatory fashion.

5. REPRESENTATIONS/WARRANTIES/INDEMNIFICATION: Owner represents and warrants that Owner is the sole owner of all rights granted herein, Owner has the full power and authority to grant the Granted Rights; there is no claim or litigation pending with respect to the Granted Rights; and in conveying the Granted Rights to _____, Owner has presented Owner's life story in a true, complete and factual manner. Owner shall defend, indemnify and otherwise hold _____ and his Licensees free and harmless from and against any and all liabilities, claims, demands, damages and costs (including reasonable attorney's fees) arising out of or resulting from any breach or alleged by Owner of its warranties under this Paragraph 5 or any other agreement made herein.

6. REMEDIES. Owner recognizes and confirms that in the event of any failure or omission by _____ or the Licensees constituting a breach of any of the obligations under this agreement, whether or not material, the damage, if any, caused Owner is not irreparable or sufficient to entitle Owner to injunctive or other equitable relief. Consequently, Owner's rights and remedies shall be limited to the right, if any, to obtain damages at law and Owner shall not have any right

in such event to terminate or rescind this agreement or any of the rights granted to _____ and/or the Licensees or to enjoin or restrain any development and pre-production activities in connection with the Picture and the production, advertising, promotion, distribution, exhibition or exploitation of the Picture.

7. FURTHER DOCUMENT: Owner agrees to execute such further documents as _____ and/or the Licensees reasonably may deem necessary to effectuate the terms and intentions of this Agreement; provided that in the event Owner fails or is unable to execute such documents within three (3) days of having received such a request, Owner hereby appoints _____ and/or the Licensees as Owner's irrevocable power of attorney to execute such documents. _____' and the Licensees rights under this Paragraph 7 shall constitute a power coupled with an interest and are irrevocable.

8. PUBLIC DOMAIN MATERIAL: Nothing in this agreement shall ever be construed to restrict, diminish or impair the rights of _____ and/or the Licensees to utilize freely, in any work or media, any story, idea, plot, theme, sequence, scene, episode, incident, name, characterization or dialogue which may be in the public domain, from whatever source derived.

9. NO OBLIGATION TO USE: _____ and/or the Licensees are not obligated to develop, produce, distribute, or exploit the Picture, if commenced, to continue the development, production, distribution or exploitation of the Picture in any territory. Regardless of whether or not _____ and/or the Licensees elect to develop, produce, distribute and/or exploit the Picture (or to commence same) _____ and/or the Licensees are not obligated to use the Granted Rights in whole or in part.

10. ENTIRE UNDERSTANDING: This agreement expresses the binding and entire understanding between _____ and Owner and shall replace and supersede any and all prior arrangements and representations, either oral or written, as to the subject matter hereof, i.e. the Option/Purchase Agreement. This agreement may be amended only by written instrument signed by _____ and Owner. Owner acknowledges that in granting the Granted Rights, Owner has not been induced to do so by any representations or assurances, whether written or oral, by _____ or _____' representatives relating to the manner which the Granted Rights may be exercised and Owner has not received any promises or inducements other than as set forth herein and Owner agrees that _____ and/or the Licensees are under no obligation to exercise any of the Granted Rights. The provisions hereof shall be binding upon Owner and Owner's heirs, executors, administrator and successors. All actions, proceedings or litigation brought by Owner against _____ and/or Licensees shall be instituted and prosecuted solely within the State of New York. Owner hereby consents to the jurisdiction of the state courts of New York and the federal courts located in the State of New York as to any matter arising out of or relating to this agreement. This agreement shall be construed in accordance with the laws of the State of New York applicable to agreements which are fully signed and performed within the State of New York.

11. AMENDMENTS TO THE OPTION/PURCHASE AGREEMENT: _____ agrees that he shall not agree to or enter into any amendments or modification of the Option/Purchase Agreement without Owner's prior written consent.

12. COUNTERPARTS. This Agreement may be executed in counterparts.

IN WITNESS HEREOF and in full understanding of the foregoing, the parties have executed this Agreement as of the date and year first written above

AGREED AND ACCEPTED:
