

**The Company, LLC**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Attn: \_\_\_\_\_

RE: "The Movie" ("Picture") - CLEARANCE & RELEASE (PRODUCTS/GOODS)

Dear Sir or Madam:

This shall confirm the agreement, as of the date above, between \_\_\_\_\_ ("Grantor") and The Company, LLC, its assigns, successors and licensees (together, "Producer") regarding the use of certain material(s) in and in connection with the Picture according to the terms described below. The following material(s) is/are the subject of this agreement:

\_\_\_\_\_, including any logos, designs, verbiage, trade-names, trademarks, copyrighted material or other proprietary material thereon or therein ("Material").

In consideration of the sum of \$\_\_\_\_\_, payable if the Material is actually used in the Picture as released, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby irrevocably grants to Producer the non-exclusive right to use, photograph and/or record the Material in the Picture in such a manner as Producer may determine in its sole discretion, and to reproduce same, and to use the Material in the distribution, advertising, marketing, publicity and other exploitation of the Picture, in all media now known or hereafter devised, in perpetuity throughout the universe. Grantor acknowledges that Producer shall have the right, among other things, to use the Material as a prop, wardrobe and/or set dressing in the Picture, and that Grantor will receive valuable promotional consideration therefrom. Grantor agrees that no additional compensation shall be payable in connection with any use of the Material in accordance herewith. Nothing herein shall obligate Producer actually to use the Materials in the Picture or otherwise.

Grantor represents and warrants that (a) it is the owner and/or creator of the Material; (b) it has the full right and authority to grant the rights herein granted; (c) that this agreement will not violate the rights of any third party or any third party agreement; and (d) that no third party consent is required to grant the rights herein granted. Grantor agrees to indemnify, defend, and hold Producer harmless from and against any claims, actions, damages, costs, liability, judgments, or expenses (including reasonable attorney's fees and costs) arising from any breach of Grantor's representations, warranties or agreements herein.

In the event of any dispute hereunder, Grantor agrees that its remedy shall be limited to an action at law for money damages, if any, and that Grantor shall have no right (and hereby expressly waives its right) to enjoin, restrain or otherwise interfere with the development, production, distribution or other exploitation of the Picture.

Please indicate your agreement to and acceptance of the foregoing by signing in the space provided below.

Sincerely,  
The Company, LLC

ACCEPTED & AGREED:

\_\_\_\_\_  
by:  
its:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_