

[DATE]

[NAME]
[ADDRESS]
[PHONE]
[EMAIL]

Dear [NAME]:

This letter shall confirm the agreement between you and [PRODUCTION COMPANY] (“[PRODUCITON COMPANY]”, “our”, “we”, “us”) with respect to our use of the [[story], [film], [video] photographs][images][liner notes][translation/design] [etc,} owned or created by you (the "Work[s]") in connection with the program tentatively entitled " _____ " (the "Program") as set forth below.

1. You hereby grant [PRODUCTION COMPANY], our licensees and assigns, the exclusive, irrevocable and perpetual right to (a) use and reproduce the Work[s], in whole or in part, in connection with the Program; (b) broadcast and transmit the Program embodying the Work[s] throughout the Universe in any format or medium now known or hereafter devised, including, without limitation, on television and/or in portable and electronic media; and (c) to use, reproduce, publish and distribute the Work[s], in whole or in part, in advertising, publicity, marketing and promotional materials relating to the Program or Temple.
2. You will deliver the Work(s) on or before _____. You will simultaneously deliver to us all releases, licenses, approvals, and consents, if any, required by us for the production and unfettered use of the Work(s).
3. Without limiting the generality of the foregoing, [PRODUCTION COMPANY], its licensees and assigns shall have the right to edit and/or modify the Work[s] in its sole discretion without any liability or obligation to you.
4. (a) As full compensation for the performance of your obligations and full consideration for all rights granted by you to us in and to the Work(s), we will pay you _____ Dollars (\$ _____) promptly following your delivery to us and our acceptance of the Work provided that the Work is used by us or at our direction in the Program or in publicity for or promotion of the Program or [PRODUCTION COMPANY]. For avoidance of doubt, we will not pay for the Work if we deem the Work not to be commercially or technically satisfactory or consistent with our selection, directions or concept.

(b) We will also reimburse you for your reasonable expenses incurred to the extent that those expenses are enumerated in the approved budget attached hereto and supported by documentation evidencing that the expenses were incurred by you. In no event will the reimbursable expenses exceed the amount specified in the agreed upon budget (annexed hereto).

[ATTACH BUDGET]

(c) You will not receive any additional compensation in connection with the reproduction, use or exploitation of the Work unless otherwise agreed by us in a written instrument signed by you and by us.

5. Except as expressly provided herein, you will not use or disseminate the Work or authorize any other person or entity to use or publish the Work in any manner without our prior written consent in each instance.
6. You warrant and represent that you own and/or control the exclusive copyright(s) in and to the Work(s), that you have the authority to enter into this agreement; that you have secured any and all necessary permissions and consents to grant the rights granted to **[PRODUCTION COMPANY]** herein; and that the rights granted herein are free and clear of any and all third party claims and shall not infringe upon the rights of any person. You agree to indemnify and hold harmless **[PRODUCTION COMPANY]**, and all of **[PRODUCTION COMPANY]** directors, officers, employees, licensees, successors and assigns, from any liability, loss, or damage arising out of any claim that is inconsistent with any of the foregoing warranties and representations.
7. You will acknowledge and agree that our use of the Work involves a unique, irreplaceable and extraordinary right and that any actual or threatened unauthorized use will cause us immediate and irreparable injury, which cannot be adequately compensated by damages. Therefore, we will be entitled to injunctive relief against you to enforce the provisions of this agreement.
8. This agreement contains the entire understanding of the parties and will be governed by the laws of the Commonwealth of Pennsylvania applicable to contracts entered into in **[STATE]** and entirely performed there. No change of this agreement will be binding upon you or Temple unless an instrument makes it signed by you and by an authorized signatory of us. We may assign our rights under this agreement in whole or in part. You may not assign any of your rights or obligations under this agreement. You will perform this agreement as an independent contractor and not as our agent or employee.

Please indicate your acceptance of the foregoing by signing in the space provided below and returning a signed copy of this letter to our office. Upon receipt, I will arrange to have a check forwarded to you. Thank you for your kind cooperation.

Best regards,

[PRODUCTION COMPANY]

By:

ACCEPTED AND AGREED TO:
