

LIFE STORY RIGHTS ACQUISITION AGREEMENT

This Agreement (the "Agreement") memorializes the acquisition by _____ a ("Producer"), of the life story rights of _____, an individual residing at _____ ("Grantor").

WHEREAS, Producer wishes to produce and distribute a feature-film entitled *FILMTITLE* and related productions, which recount actual events and/or fictionalize material regarding ; and

WHEREAS, Grantor wishes to grant exclusively to Producer all rights, title, authority and permission to produce and distribute *FILMTITLE* and related productions;

NOW THEREFORE, in consideration of the promises, representations, warranties, covenants, conditions and other obligations herein, the receipt and sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

I

ACQUISITION OF RIGHTS

A. Irrevocable Grant and Acquisition; the Acquired Rights. Grantor hereby irrevocably grants, assigns, conveys and transfers to Producer, and Producer hereby acquires the Grantor's Life Story Rights as defined in paragraph C of this Part I, for Producer's use in the Productions, as defined in paragraph B of this Part I, including the feature-film *FILMTITLE*. The grant of Life Story Rights made hereby shall include the full and exclusive rights, title, property, privileges, covenants, authority and permission to use such rights in and in connection with the Productions and the Distribution and Exploitation Rights, as defined in paragraph B of this Part I (the Life Story Rights and the Distribution and Exploitation Rights, collectively, identified herein as the "Acquired Rights").

B. The Productions; Distribution and Exploitation Rights. The Life Story Rights may be used perpetually and exclusively in and in connection with: (1) motion pictures (whether intended for theatrical exhibition, videogram distribution, television broadcast or otherwise, and including without limitation, all prequels, sequels and remakes), television productions (including without limitation series, MOW's, and miniseries, and whether live, taped or filmed), videogram (DVD, videocassette, video disc, laser disc or other homevideo format), live dramatic or stage productions, all forms of broadcast (including without limitation radio, cable, internet and satellite), publication (including without limitation, novelizations, transcripts, screenplays, scripts, and teleplays), theme and amusement parks,

soundtracks and sound recordings, merchandising, commercial tie-ups and tie-ins, and any and all ancillary and allied media, formats, products, productions and programs of any and every kind, whether now in existence or hereafter devised, and the advertising, marketing, promotion, and publicity in connection with any and all of the foregoing (collectively, the "Productions"); and (2) the transmission, distribution, exhibition, broadcast, and commercial exploitation of any and every kind, now in existence or hereafter devised, including without limitation theatrical distribution and exhibition, television (commercially sponsored, in whole or in part, sustaining and subscription, satellite, cable or cable modem, PPV, VOD, NVOD, or other), videogram (DVD, videocassette, video disc, laser disc or other homevideo format), all forms of broadcast (radio, cable, internet, satellite and other), all merchandising (including commercial tie-ups and tie-ins), and any other form of commercial exploitation in any medium (the content in this subparagraph (2), collectively, identified herein as the "Distribution and Exploitation Rights" or "DER").

C. Life Story Rights. The Life Story Rights shall include without limitation:

1. the right to use, depict, portray, impersonate and represent, in whole or in part, Grantor's name or any variant, substitute or alternative therefor or thereof, and Grantor's picture, likeness, voice, characterization, personality, personal identification, photograph, portrait or representation or any simulation of any of the foregoing in and in connection with the Productions;

2. the right to use, depict, portray and represent, in whole or in part, Grantor's life and all episodes, exploits, events, incidents, personal experiences, incidents, situations and events which heretofore occurred or hereafter occur, or any simulation of any of the foregoing in and in connection with the Productions;

3. the property and/or personal rights in Grantor's right of publicity and right of privacy insofar as such rights appertain to the any of the rights expressly granted herein, the Productions, and/or the DER; and

4. the right to institute and prosecute, in Producer's sole discretion, any and all actions or proceedings at law or in equity for: the violation of, or impairing or impeding of any of the Acquired Rights, including without limitation, actions for defamation of Grantor and violation of Grantor's rights of publicity or privacy; and the protection of any other of the rights, property, covenants, and privileges herein acquired by Producer.

D. Unconditional, Irrevocable, Exclusive, Perpetual and Universal. The Acquired Rights shall be unconditional, irrevocable, exclusive, and perpetual, and shall subsist worldwide and throughout the universe, as now understood or hereafter discovered.

E. No Reservation of Rights. The grant of the Acquired Rights hereunder shall be complete and without exception, and Grantor reserves none of his Life Story Rights and reserves none of the Distribution and Exploitation Rights.

F. No Representations Regarding Portrayal; Unrestricted Right to Fictionalize; Use of Alternative Name. The Life Story Rights shall include: (a) the right to portray Grantor by live actors, animation, sound recording or any other feasible means by actors, performers, or present or future technology, which actors, animation, sound recording, or feasible means may or may not resemble Grantor; and (b) the right to use historical, factual or fictional scenes, action and dialogue, or any combination of the foregoing. Grantor acknowledges and agrees that Producer: has not made and shall not make any representation or promise regarding the genre, tone, nature, or thematic or narrative content of the Productions, or the manner or light in which Grantor may be portrayed in the Productions; and may add to, subtract from, dramatize, change, interpolate, and adapt Grantor's life story or any part thereof, and may use any actual events or scenarios in conjunction with any other material, or property of any kind in the Productions and in connection with the DER. Grantor acknowledges and agrees that Producer may in its sole discretion refrain from using Grantor's real name, and may use a pseudonym which will be similar or dissimilar to Grantor's real name.

G. No Obligation. Producer shall have no obligation whatsoever: (1) to use any of the Life Story Rights in or in connection with the Productions or the DER; (2) to use Grantor's actual name, voice, likeness or picture in *FILMTITLE* or any of the Productions; (3) to produce *FILMTITLE* or any of the Productions; and/or (4) to distribute, transmit, exhibit, perform or exploit *FILMTITLE* or any of the Productions.

H. Public Domain; No Diminishment of Rights. Producer and its successors, assigns and licensees shall retain the same rights, licenses, liberties and privileges as any member of the general public with respect to Grantor's life story and the production, distribution or exploitation of any productions based thereon or related thereto, and neither Producer's entering into this Agreement, nor anything contained herein, nor any consultations or interviews with Grantor or any others in connection with this Agreement shall be construed to be prejudicial to, operate in derogation of, or diminish such rights, licenses, liberties and privileges.

II

GRANTOR'S MONETARY CONSIDERATION

Provided Grantor fully and faithfully complies with each and every of his obligations, promises, covenants, representations and warranties hereunder, and provided Grantor is not in breach or default of this Agreement, Producer agrees to pay and Grantor agrees to accept as full consideration for the Acquired Rights and Grantor's obligations, promises, covenants, representations and warranties hereunder, the following:

A. Advance Compensation: the sum of _____ dollars (\$) upon full execution of this Agreement.

B. Contingent Compensation: Provided the feature-film *FILMTITLE* is produced and provided Grantor's Life Story Rights are used therein, Producer shall pay Grantor:

1. a Production Bonus of _____ dollars (\$) , payable upon commencement of principal photography; and

2. provided further that *FILMTITLE* obtains a theatrical release, a Theatrical Distribution Bonus of _____ dollars (\$) , payable upon the date of the theatrical premiere; and

3. provided further that Producer's "Gross Receipts" for *FILMTITLE*, as defined on a most favored nations basis with *FILMTITLE'S* director and lead cast members, exceed _____ dollars (\$) , a sum equal to of Producer's "Adjusted Gross Profits," as defined on a most favored nations basis with *FILMTITLE'S* director and lead cast members.

III

CONDITIONS PRECEDENT

All of Producer's promises, covenants and other obligations hereunder, including the obligation to pay Grantor's Monetary Consideration as provided in Part II of this Agreement, are expressly conditioned upon and subject to occurrence of Producer's receipt of fully executed originals or original counterparts of:

- A. An agreement between Producer and _____ regarding Producer's acquisition of _____ life story rights to the extent such rights relate to Grantor's Life Story Rights; and
- B. An agreement between Producer and _____ regarding Producer's acquisition of certain exclusive, universal and perpetual rights in and to the literary work entitled _____ .
- C. IRS Form W-9 executed by Grantor; and _____
- D. This Agreement.

IV

REPRESENTATIONS AND WARRANTIES

Grantor represents, warrants and agrees that:

- A. Grantor has not previously granted, assigned, licensed, encumbered, sold, transferred or otherwise disposed of any of the Acquired Rights, and in particular and without limiting the generality of the foregoing, Grantor has not written an autobiography and has not authorized any party to write a biography of Grantor;
- B. Grantor has the right to grant the Acquired Rights, and possesses the Acquired Rights free and clear of any encumbrance, lien or claim of any third party;
- C. Grantor shall not hereafter grant, assign, license, encumber, sell, transfer or otherwise dispose of any or all of the Acquired Rights, and shall not grant, assign, license, encumber, sell, transfer or otherwise dispose of any rights, property, privileges or covenants similar to, competing with, or diminishing the value of any of or any part of the Acquired Rights;
- D. Grantor shall neither publicize nor authorize the publicity of the preparation, negotiation, or execution of this Agreement, without the written consent of Producer. Nor shall Grantor publicize or authorize the publicity of the fact that Producer is producing, distributing, or exploiting *FILMTITLE* or any of the Productions, without the written consent of Producer.

E. The Interview Content, as defined in Part VI of this Agreement, to the extent it is characterized as factual, shall be true; and the Interview Content, to the extent it is subject to copyright protection, shall not infringe the copyright of any other person, firm or corporation.

F. Grantor shall abide by and comply full with its indemnification obligations outlined in Part V of this Agreement.

V

INDEMNITIES

Grantor shall defend, indemnify, save and hold harmless Producer and its successors, assigns, principals, agents, attorneys, directors, managers, officers and employees from and against any and all damages, charges, costs, expenses (including reasonable attorney's fees), losses, actions, judgments, penalties, recoveries, awards and other losses of any and every kind which may be obtained against, imposed on, or incurred, sustained, or paid by Producer or its successors, assigns, principals, agents, attorneys, directors, managers, officers and employees, which damages, charges, costs, expenses, losses, actions, judgments, penalties, recoveries, awards or other losses arise or result from or in conjunction with, or by reason of, or relate to the breach of any warranty, representation, covenant, agreement, obligation or undertaking of or made by Grantor in this Agreement.

VI

GRANTOR'S INTERVIEW AND CONSULTATIONS;

ADDITIONAL RELEASES

A. Interviews. At Producer's request, Grantor agrees to be interviewed by, and consult with Producer and Producer's designated agents or representatives with respect to the Productions at reasonable times and places, subject to Grantor's availability. Grantor shall not give interviews relating to Grantor's life story or the Acquired Rights to any person, firm or corporation, excluding only Producer and its designated agents or representatives. Grantor hereby grants to Producer the sole, exclusive, irrevocable and unconditional right to use any information, episodes, exploits, events, incidents, personal experiences, incidents, situations and events (the "Interview Content") conveyed or disclosed in such interviews in and in connection with the Productions.

B. Consultation Rights. Provided Grantor is not in breach or otherwise in default of this Agreement, and provided Grantor is available to exercise the rights granted under this paragraph at the times and places reasonably required by Producer, Grantor shall have the right to consult with Producer with respect to the final shooting script for and lead role casting in *FILMTITLE*.

C. Additional Releases. Grantor agrees, if requested by Producer, to seek releases in form and substance acceptable to Producer from any third party or parties who may be portrayed in the Productions or whose release may be required in connection with the Productions and the DER.

VII

RELEASE, WAIVERS, AND FURTHER COVENANTS

A. Release. Grantor, for himself and his agents, successors and assigns, and each of them, acting on their behalf, hereby unconditionally releases and forever discharges Producer and its successors, assigns, officers, directors, principals, managers, members, agents, representatives, attorneys, and insurers, and all of their respective predecessors, successors, and assigns, from any and all past, present and future claims, causes of action, suits, demands, debts, losses or damages of any kind, whether based in contract, tort, statutory or other legal or equitable theory of recovery, whether now known or unknown, suspected or unsuspected, existing, claimed to exist or which can hereinafter exist, including without limitation any claims that arise or which could be claimed to arise out of or in connection with, or related in any way to, the Productions and/or Producer's use of the Acquired Rights, or any of them. Without limiting the foregoing, this release is intended to include any and all past, present and future claims, causes of action, suits or demands, based upon any civil rights statute, libel, defamation, invasion of privacy or right of publicity, infringement of copyright or violation of any other right arising out of or relating to any utilization of the Acquired Rights, or based upon any failure of or omission by Producer to make use of any or all of the Acquired Rights.

B. Release of Unknown and Unsuspected Claims; Section 1542 Waiver. This Agreement also constitutes a complete release of unknown claims. Thus, in entering into this Agreement, **Grantor also knowingly waives the provisions of Section 1542 of the Civil Code of the State of California, which reads:**

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Having read the above with full understanding of its meaning, Grantor makes the following statement and places his initials adjacent to same:

“In full understanding of the above language regarding my complete and absolute release of claims relating to my life story, *FILMTITLE*, and the related Productions, I have placed my initials here: [GRANTOR’S INITIALS]

C. Further Covenants; Strict Compliance. Grantor further covenants not to sue or bring or join in any type of claim, action, proceeding or investigation against Producer, person or business entity released herein based upon or related to in any way to any matters covered by this Part VII. Grantor expressly acknowledges that any and all attorneys' fees and other costs and expenses incurred in defending any suit, claim, action, investigation or proceeding brought in breach of this covenant shall constitute part of the measure of damages, pursuant to California Civil Code Section 3300, recoverable for any such breach. The Parties acknowledge and agree that the terms of this Part VII are of the essence of this Agreement, and agree that strict compliance with its terms shall be required.

VIII

GENERAL PROVISIONS

A. Assignment. The Agreement and all rights herein shall inure to the benefit of Producer’s successors, assigns, licensees and grantees and associated, affiliated and subsidiary companies, and Producer shall have the right to freely assign the Agreement and/or any of Producer’s rights hereunder to any person, firm, corporation, or other entity. Producer shall have the right at any time to sell, transfer or assign all or any of its rights in and to *FILMTITLE* and any or all of the Productions, the physical materials and copyright thereof, and the agreements with Producer’s licensees, assignees, sales agents, distributors and subdistributors. Any assignment shall be subject to Grantor’s rights hereunder, provided Producer shall only be released and discharged of and from any further liability or obligation hereunder if such Assignee is a major or mini-major studio-distributor. The Agreement is non-assignable by the Grantor.

B. Payments. All payments owing to Grantor shall be paid directly to Grantor at the address provided in this Agreement. The date of mailing of any payment to Grantor shall be the date of such payment. In no event shall Producer’s failure to pay any amounts to Grantor be deemed to constitute a breach by Producer which entitles Grantor to rescission or other injunctive relief, Grantor’s sole remedy being an arbitration seeking damages (if any) as provided in paragraph H of this Part VIII.

C. Notices. Notices to Producer must be given in writing, and all written notices to Grantor or to Producer shall be given as set forth in this paragraph. Either Grantor or Producer may hereafter designate a substitute address by written notice to the other. Written notices shall be delivered by registered mail to the address set out below, or transmitted by facsimile (provided there is written confirmation of receipt of such transmission). The date of mailing or transmission of any such notice shall be deemed the date of service thereof.

To Grantor:

To Producer:

D. Action and Settlement of Claims; Appointment of Attorney-in-Fact. Producer's right to institute and prosecute actions or proceedings for the violation or impairment of the Acquired Rights, shall include actions or proceedings at law or in equity for: the violation of, or impairing or impeding any of the Life Story Rights granted and acquired hereunder, including without limitation, actions for defamation of Grantor and violation of Grantor's rights of publicity or privacy; and the protection of any of the rights, property, covenants, and privileges herein acquired. Producer's rights under this paragraph shall be exercised in Producer's sole discretion and under Producer's sole and absolute control, and

any such action or proceeding may be asserted, brought, maintained and settled by Producer either in Producer's name or in Grantor's name, in Producer's sole discretion. Grantor agrees to execute any documents and do any acts reasonably required by Producer for the prosecution and enforcement of such actions, proceedings, and resulting judgments, recoveries and awards. Grantor hereby irrevocably appoints Producer his attorney-in-fact to do all acts and to execute all documents which Grantor could lawfully do and execute in prosecuting and enforcing such actions, proceedings, and resulting judgments, recoveries and awards, this power being coupled with an interest and therefore irrevocable. The proceeds of all such judgments, recoveries and awards shall be Producer's sole, absolute and exclusive property, and Grantor shall have no interest therein.

E. Default; Remedies.

1. Producer's Default. If Producer breaches any representation, warranty or agreement contained herein, or fails in any material way to perform its obligations hereunder, then Grantor's sole remedy shall be an action at law for damages (if any), subject to the arbitration provisions of this Agreement. Without limiting the generality of the foregoing, in no event shall Grantor have any rights whatsoever: to terminate or rescind this Agreement; to enjoin or interfere with in any way the production of *FILMTITLE* or any of the Productions; to enjoin or interfere in any way with Producer's exercise of the DER or use of the Acquired Rights; to rescind, cancel or nullify this Agreement or any terms provided herein; or to obtain any form of injunctive or other equitable relief. In no event whatsoever shall the Acquired Rights be subject to revocation by Grantor, his heirs, assigns, devisees, or any other party deriving any of the Acquired Rights from Grantor.

2. Grantor's Default. If Grantor breaches any representation, warranty or agreement contained herein, or fails in any material way to perform his obligations hereunder, then Producer may, in addition to any other rights or remedies which it may have at law or in equity, under this Agreement or otherwise, terminate this Agreement in its entirety and thereafter Producer shall be relieved of any obligations to Grantor hereunder.

F. Further Instruments and Documents. Grantor agrees to execute such documents and do such other acts and deeds as may be reasonably required by Producer, its successors, assignees, or licensees to further evidence or effectuate Producer's rights, title, properties or interest hereunder, and hereby irrevocably appoints Producer Grantor's attorney-in-fact for the purposes of

execution, acknowledgement, delivery, and recordation of documents evidencing or effecting such rights, this power being coupled with an interest and therefore irrevocable.

G. Relationship of the Parties; No Third-Party Beneficiaries. As between Grantor and Producer, Grantor shall be an independent contractor. Nothing herein creates between Producer and Grantor an employer-employee relationship, joint venture, partnership, agency, or lease agreement, and neither party shall hold itself out contrary to the terms of this paragraph and neither party shall become liable by any representation, act or omission of the other contrary to the terms herein. Producer will not make available to Grantor any employment benefits, and will not withhold any sums for income or other taxes, unemployment insurance, social security or any other withholding relating to the Services, pursuant to any law or requirement of any governmental entity, and Grantor agrees that all such payments, withholdings, and benefits, if any, are the sole responsibility of Grantor.

H. Arbitration. Producer and Grantor agree to have any dispute that arises from or relates to this Agreement, including any and all disputes that relate to the scope and effect of the release, waiver and further covenants, the Productions, the DER, the Acquired Rights, and including but not limited to claims relating to any civil rights statute, libel, defamation, invasion of privacy or right of publicity, or infringement of copyright, decided only by binding arbitration in accordance with the rules of the American Arbitration Association and not by court, commission or administrative action, except as provided by California law for judicial review of arbitration proceedings. Judgment upon an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Neither party shall have the right of discovery in such arbitration action. Provided, however, that nothing in this paragraph shall require Producer to arbitrate claims against any person, firm, corporation or other entity, excluding only Grantor.

I. Miscellaneous. The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written representations with respect thereto, any such representations having been merged herein. Any amendment to the Agreement must be in writing and signed by both parties. No provision of the Agreement may be waived except in writing signed by the party against whom enforcement of the waiver is sought. If any provision contained in this Agreement is found in a court having jurisdiction or any dispute resolution proceeding, including arbitration, to be unenforceable or invalid, such provision shall be unenforceable or invalid only to the extent necessary to bring it within the legal requirements, and all other provisions contained herein shall remain in full force and effect and enforceable according to their terms. Nothing herein shall be construed so as to require the commission of any act contrary to applicable law, and wherever there is any conflict between any provision of this Agreement and applicable law, contrary to

which the parties hereto have no legal right to contract, the latter shall prevail, but then any provision of this Agreement so affected shall be limited only to the extent necessary to bring it within the legal requirements, and all other provisions of this Agreement not so contrary shall remain in full force and effect. The Agreement shall be construed and interpreted pursuant to the laws of the State of California applicable to contracts made and fully performed entirely therein, and the parties consent to the jurisdiction of the courts of the State of California, including the federal courts located in California should federal jurisdictional requirements exist, in any action brought to enforce or otherwise relating to this Agreement.

**IN WITNESS WHEREOF, THE PARTIES HEREOF HAVE EXECUTED AND
DELIVERED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST
WRITTEN ABOVE.**

PRODUCER

GRANTOR

By:

[signature of Grantor]

Its:

[name of Grantor]

[Grantor's address]