

• SAMPLE LICENSE AGREEMENT •
GUGGENHEIM PRODUCTIONS INC. ®

The following shall constitute the Agreement made as of this **January TBD, 20XX** between Guggenheim Productions, Inc. ®. located at 3121 South Street NW, Washington, DC 20007 ("Licensor") and **Doe Studios, Inc.** located at **6000 Sunset Blvd., Suite 1450, Los Angeles, CA 90028** ("Licensee").

1. Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use for a period of **Perpetuity, for Worldwide, All Media, Including Limited Theatrical Use - for the life of this project only (Excluded are online/web trailers, theatrical trailers, and original music score, narration and all effects tracks)** in connection on, in the manner and for the purpose described herein, original and/or stock motion picture photography and/or of still photographs from (the "Footage") from Licensor's documentary, ("**Monument the the Dream**"). Licensor hereby grants to Licensee the right to include the Footage in the program, "**Americas Book of Secrets: The Monuments**" (the "Program") for **distribution via The TBD Channel (the "Distributor")**. The Licensee agrees that the Footage will not be used in the Program in the same sequence as received so as to undermine the creative property of the Licensor. The initial **launch date** is projected to be in **January 2012**.

2. Licensee agrees to pay Licensor the minimum sum of **(54) seconds** at **(\$125)** per second with a minimum total sum due of **(\$3,000)** for a term of **(Perpetuity, Worldwide, All Media, including Limited Theatrical Use - for the Life of this project only (Excluded are online web trailers, theatrical trailers, and original music score and narration and all effects track)** before the airing of the initial broadcast or exhibition. 15 frames or higher will be rounded off to the full second. Also minimum of 5 seconds per clip may apply if less then 60 seconds of material is purchased and/or if the material is considered rare or unique in form. In addition, all duplicating and shipping costs, as well as an administrative fee will be paid by Licensee.

(List of specific footage approved is attached to this document)

Subtotal for License Fee: \$6750

An estimated fee of **(\$500) for a Digi Beta Clip Master Reel** for duplication, messenger and administrative/research costs will be due to the Licensor even if Licensee does not use the Footage in the Program. **Licensee agrees to provide Licensor with a viewing copy of the Program within thirty (30) days after the initial exhibition. This can be a burn in time code dub from the final show master.**

MASTER CLIP REEL OR ANY CLONES MUST BE RETURNED TO THE LICENSOR WITHIN 30 DAYS OF INITIAL BROADCAST OR YOUR CONTRACT WILL BECOME NULL AND VOID.

No sub-licensing or archiving of Guggenheim Productions, Inc. ®. footage, except in the form of the Footage as contained in the FINAL Production. This agreement will become null and void if the footage we supply to you is used for another program in any shape or manner without re-licensing the footage.

Subtotal: transfer/shipping/administrative costs: \$500.00

RIGHTS GRANTED:

Guggenheim Productions, Inc. ® grants a non-exclusive license to use the Footage in the Production for the following time period, media and territory:

Perpetuity, for Worldwide, All Media, Including Limited Theatrical Use - for the life of this project only (Excluded are online/web trailers, theatrical trailers, and original music and narration, streaming video the Program and downloads to hand-held devises) **\$54 seconds**

Total Due: \$7250 and payment is due before DigiBeta Master Clip Reel is released

Shipping Information:

Licensee Federal Express Number _____

Address same as listed above

Ground unless requested otherwise STANDARD OVERNIGHT

3. Title to the Footage and all rights (including the copyright) therein shall remain the Licensors. Licensee shall take such steps as shall be necessary to preserve such title and rights in connection with its use of the Footage, including proper copyright notices for the production hereunder, which copyright shall be held in trust for Licensor, but only to the extent that the Footage is embodied in such production. It is the Licensee's responsibility to get all required consents and releases from those who appear recognizably in the Footage.

You will be **required to credit** that the **stock footage** was provided by and as stated below

**"FILM TITLE" © 1995
Guggenheim Productions, Inc. ®
www.gpifilms.com**

IF YOU FAIL TO CREDIT US AS STATED ABOVE OR FAIL TO FULLFILL YOUR LICENSING OR ANY FUTURE LICENSING PAYMENT THIS CONTRACT WILL BE NULL AND VOID.

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4. In connection with the Footage owned by Licensor, Licensor warrants and represents for the benefit of Licensee that (a) it has the right to enter into and perform this Agreement and grant Licensee all the rights granted herein; (b) the Footage is protected by copyright and Licensor shall, at its own expense, secure and maintain copyright protection for the Images during the term hereof, pursuant to the U.S. Copyright Law and the Universal Copyright Convention; (c) all applicable warranties and representations made herein by Licensor shall survive the expiration or termination of this Agreement.

5. Notwithstanding the provisions of paragraph four (4) above, Licensee will accept responsibility for clearance of all rights and payment of fees that may become due as a result of using the Footage within the Program.

~~6. Licensor makes no representations or warranties for footage owned by Guggenheim Productions, Inc. ® or for other public domain material, or for material which the Licensor did not originally generate or which was obtained from other commercial sources, such as networks or film libraries which is incorporated within the Footage.~~

7. Licensee agrees at all times to indemnify, defend and hold harmless Guggenheim Productions, Inc., its subsidiaries, parent company, the officers, directors, employees, licensees, and agents of each from any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees, arising out of the broadcast of the Footage or the use as herein contemplated, and/or any materials or elements thereof furnished by the Licensor.

8. Licensee shall give Licensor a visual credit ("Guggenheim Productions, Inc. ®") for its granting permission to use the Footage. Failure to include a visual credit shall be deemed a breach of this Agreement.

9. Nothing contained in this Agreement shall be deemed to obligate Licensee to exhibit the Footage, and Licensee shall have discharged its obligations hereunder by making applicable payments required by this Agreement.

10. This Agreement and all collateral related issues shall be governed by Washington, D.C. law. This Agreement contains the entire agreement of the parties, supersedes all prior agreements on this subject matter and cannot be modified orally.

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The parties hereby confirm their agreement to the foregoing by the signatures below of the authorized representatives.

LICENSOR:
Guggenheim Productions, Inc. ®
 3121 South St., NW
 Washington, DC 20007
 Tel: 202-337-6900
 Fax: 202-337-9639
 By: Grace Guggenheim
 E: g.guggenheim@gpifilms.com
 Title: President

LICENSEE:
Doe Studios, Inc.
 6000 Sunset Blvd Suite 1450
 Los Angeles, CA 90028
 Tel: 323-555-4000
 Fax: 323-555-4001
 By: Mary Doe
 E: mary.doe@doestudios.com
 Title: VP, Rights and Clearances

 Date: _____ Date: _____

Check and signed contract must be received before video clips will be shipped to Licensee.

**Please review the time-code numbers carefully and shot descriptions.
 These are the clips to be transferred after a signed contract and payment are received.**

**FILM TITLE by
Guggenheim Productions, Inc. ®**

Footage from **FILM TITLE PRODUCTION #** : Licensing request

TC IN	TC OUT	TRT	Description
01:03:11:23	01:03:15:00	00:00:03:07	workers maneuvering steel sheet into red machine
01:03:23:23	01:03:26:13	00:00:02:20	worker soldering steel pieces
01:03:27:07	01:03:29:14	00:00:02:07	soldered steel being worked on
01:07:15:18	01:07:18:25	00:00:03:07	construction site
01:07:29:15	01:07:33:18	00:00:04:03	base of arch being worked on
01:08:41:10	01:08:43:19	00:00:02:09	triangular section of arch being lowered into place
01:10:59:29	01:11:02:14	00:00:02:13	Wide shot of construction
01:12:57:23	01:13:03:25	00:00:06:00	tilt up to derrick
01:20:14:13	01:20:18:21	00:00:04:08	looking up at side of Arch
01:21:43:25	01:21:47:28	00:00:04:05	derricks on both sides of Arch--nearly meeting
01:21:52:00	01:21:54:18	00:00:02:18	looking down on construction site from Arch
01:22:11:12	01:22:13:19	00:00:02:07	triangular piece being moved into place
01:25:40:27	01:25:43:14	00:00:02:17	keystone being lifted into position
01:26:15:28	01:26:17:14	00:00:01:16	keystone being lifted into position
01:26:25:25	01:26:29:29	00:00:04:04	keystone being lifted into position
01:26:55:00	01:26:57:23	00:00:02:23	Keystone in place, reflecting light
TRT:		00:00:50:16	
		00:00:54:00 DROP FRAME	

ONCE YOU HAVE SIGNED THIS CONTRACT THESE TIMES CODES ARE FIRM

UPDATE SAMPLE CONTRACT AND RETURN