



## Film Licensor (Owner) Website Exhibition Agreement

This Agreement is entered by and between IN THE TRENCHES PRODUCTIONS, and

\_\_\_\_\_ ("Licensor/Owner")

for certain rights in and to the PICTURE(s) entitled:

"\_\_\_\_\_ " (the "Picture").

### Recitals

WHEREAS, LICENSOR controls the rights to the Picture, including but not limited to all trademarks, copyrights and rights of publicity; whereas, IN THE TRENCHES PRODUCTIONS is a film production company that exhibits films on it's entertainment website and intends to incorporate the film into it's website.

### Agreement

**1. Term:** The term of this Agreement shall be three (1) years from the Effective Date of this Agreement above and shall extend automatically after three (1) years on an annual basis unless expressly terminated in writing by the Licensor at least thirty (30) days' prior to the end of the initial term.

**2. Territory:** IN THE TRENCHES PRODUCTIONS shall have the right to exercise the license rights set forth herein throughout the IN THE TRENCHES PRODUCTIONS website.

**3. Rights Granted:** Licensor hereby grants to IN THE TRENCHES PRODUCTIONS, its successors and assigns the non-exclusive license and right to:

- a. Exhibit and promote and otherwise use the PICTURE through THE IN THE TRENCHES PRODUCTIONS Website.
- b. Advertise, promote and publicize the PICTURE, including but not limited to the use of the name, biography, photograph, interview or likeness of any actors or other persons involved in the Picture, promotional clips of the Picture to promote IN THE TRENCHES PRODUCTIONS in relation with the public via IN THE TRENCHES PRODUCTIONS website and any other means; and

**4. LICENSOR/OWNER Rights and Obligations.**

- a. Licensor shall deliver to IN THE TRENCHES PRODUCTIONS or provide IN THE TRENCHES PRODUCTIONS with access free of charge to the appropriately formatted copy of the PICTURE for exhibition of the film on the website. Licensor shall cover the shipping fees to IN THE TRENCHES PRODUCTIONS.





- b. Licensor reserves unto itself all rights of every kind and nature except those specifically granted to IN THE TRENCHES PRODUCTIONS herein.
- c. Licensor shall complete and submit a submission release form, which shall be incorporated by reference and attached hereto as Exhibit A.

**5. IN THE TRENCHES PRODUCTIONS Rights and Obligations.**

IN THE TRENCHES PRODUCTIONS shall be solely responsible for providing all funding and technical expertise for putting the film onto THE IN THE TRENCHES PRODUCTIONS website.

**6. Exclusive Distribution Agreement:** If, after the initial exhibition on the IN THE TRENCHES PRODUCTIONS WEBSITE, Licensor secures an exclusive agreement for the theatrical, home entertainment and television rights (“Major Distribution Rights”) with any of the following major or mini-major distributors: Licensor may either terminate this Agreement or inform IN THE TRENCHES PRODUCTIONS to temporarily cease EXHIBITION OF THE Picture ON THE IN THE TRENCHES WEBSITE if Licensor provides ITT with 21 days’ advance written notice. If Licensor elects to exercise its rights set forth in this paragraph, IN THE TRENCHES PRODUCTIONS will remove the FILM from IN THE TRENCHES PRODUCTIONS WEBSITE within the 21-day period of notice.

**7. Compensation.**

- a. LICENSOR will not receive any compensation for submitting THE FILM to IN THE TRENCHES PRODUCTIONS
- b. LICENSOR will not receive any compensation for exhibition of THE FILM on the IN THE TRENCHES PRODUCTIONS WEBSITE.

**8, Representations and Warranties:** LICENSOR represents and warrants that:

- a. LICENSOR has the right and is free to enter into and to fully perform this Agreement and to grant all rights hereunder.
- b. Licensor is the sole and exclusive owner throughout the world of all the rights and privileges granted to IN THE TRENCHES PRODUCTIONS hereunder.
- c. Licensor has not previously exclusively licensed the rights set forth herein to any third party; and that IN THE TRENCHES PRODUCTIONS inclusion and use of the PICTURE on it's website will not violate any rights of any kind or nature whatsoever of any third party.





- d. Licensor has secured all necessary clearances and licenses and all content contained in the Picture is clear for the intended uses hereunder. (A 'cleared' Film is a film that can be distributed, performed, copied, and otherwise exploited by Filmmaker (or its licensees/distributors) without infringing or violating, and without the likelihood of a claim of infringing or violating, some person or some entity's rights.)
- e. To the best of Licensor's knowledge, the Picture and all materials provided are clear of all third-party claims (including, copyright, trademark, common law, statutory law, publication, publicity, privacy) that would prohibit the intended uses hereunder and do not contain any element which in any manner constitutes a libel, slander, invasion of privacy or other defamation or similar right of any person or entity.
- f. Licensor shall make any and all necessary payments pursuant to any talent, guild, union, story, copyright, clip, music licenses, residual and any other payment obligations.
- g. Licensor agrees to obtain and maintain all trademark, copyrights and other intellectual property associated with the Picture during the Term and represents that there are no pending claims, controversies or legal actions in connection with such intellectual property rights; the Picture is validly copyrighted and registered in the United States of America and may be similarly protected elsewhere, and Licensor shall maintain such protection in full force and effect during the Term, and no part of the Picture shall fall in the public domain.
- h. Licensor shall not encumber or impair the rights granted to IN THE TRENCHES PRODUCTIONS nor make any promises to any third party that in any way impairs the rights granted to IN THE TRENCHES PRODUCTIONS hereunder.
- i. To the best of Licensor's knowledge, any material submitted by Licensor to IN THE TRENCHES PRODUCTIONS shall be deemed approved and clear for use by IN THE TRENCHES PRODUCTIONS.

**9. Indemnity:**

Licensor shall defend, indemnify, save and hold harmless IN THE TRENCHES PRODUCTIONS, its successors, affiliates, distributees, fulfillment house(s), manufacturer(s), and assigns and their respective officers, agents, and employees from all claims, liabilities, damages, and costs, including reasonable attorney's fees, recoveries, actions, judgments, penalties, expenses and other losses by IN THE TRENCHES PRODUCTIONS, its successors, licensees and assigns arising from a breach of this Agreement, including but not limited to Licensor's representations and/or warranties made hereunder. IN THE TRENCHES PRODUCTIONS shall indemnify Licensor, its successors and assigns and their respective officers, agents, and employees from all claims arising out of or in any way connected with any claim that the Product infringes any intellectual property rights or other rights of any third party, except to the extent such claim arises from a breach by Licensor of this Agreement.





**10. Termination/Expiration:**

- a. This Agreement shall be subject to termination at the election of either party, by written notice to the other party, where there has been a default of any material covenant, condition or agreement herein by the other party, and such default has continued for a period of thirty (30) days after written notice specifying the same shall have been delivered. All notices hereunder shall be in writing and sent by certified or registered mail
- b. Upon termination or expiration of this Agreement, IN THE TRENCHES PRODUCTIONS shall remove the film from the website as soon as it is feasible.

**11. No Quota:**

Each party shall be obligated to promptly notify the other party of any actual or suspected copyright, trademark and/or anti-piracy infringements of the Picture.

**12. Notices:** Licensor shall provide IN THE TRENCHES PRODUCTIONS with current contact information throughout the Term of this Agreement. All notices hereunder shall be in writing and sent by certified or registered mail.

**13. Confidential and Propriety Information:** Neither party may directly or indirectly disclose to the public or to the trade any of the terms of this Agreement without the prior written consent of the other. Upon prior approval of IN THE TRENCHES PRODUCTIONS, you may issue publicity concerning IN THE TRENCHES PRODUCTIONS in which IN THE TRENCHES PRODUCTIONS is mentioned incidentally, so long as such references are not derogatory or knowingly false and do not contain any confidential or proprietary information.

**14. Alternative Dispute Resolution:** If any dispute arises pursuant to this Agreement that cannot be resolved through good faith negotiation, it shall be submitted to the American Arbitration Association in the State of California in accordance with the rules thereof. The prevailing party shall be entitled to recover its attorneys' fees and costs.

**15. Modification:** This Agreement may be amended or modified by, and only by, a written instrument executed by all parties to this Agreement.

**16. Governing Law Forum:** This Agreement shall be governed by the laws of the State of California. Any controversy arising under this Agreement shall be filed in a court of competent jurisdiction within the County of San Francisco, State of California.





**17. Relationship of the Parties:** This Agreement shall not be deemed to create a joint venture, partnership or principal and agent or employment or fiduciary relationship between the parties.

**18. Headings:** The captions herein are inserted for reference and convenience only and in no way define, limit or describe the scope of this Agreement or interfere with the provisions.

**19. Counterparts:** This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one Agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterpart.

**20. Entire Agreement:** This Agreement contains the entire understanding between the parties and supersedes all prior oral and written understandings of the parties hereto relating to the subject matter herein.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed the day and year set forth above.

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LICENSOR DATE

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PICTURE

