

4.01 LIFE STORY RIGHTS AGREEMENT

This Agreement, effective as of _____, 20____, is made by and between [NAME OF PRODUCER], located at [PHYSICAL ADDRESS], ("Producer") and [NAME OF OWNER], located at [PHYSICAL ADDRESS], ("Owner"), concerning Owner's life story. The following terms and conditions shall apply:

1. **DEFINITION OF LIFE STORY:** For purposes of this Agreement, "Life Story" shall mean the irrevocable, exclusive, perpetual, and universal rights to use Owner's name, likeness, sobriquet, voice, and biography; depict, portray, impersonate, or simulate Owner in any way whatsoever; and make use of all the incidents of Owner's life preceding, surrounding, following, and otherwise, in any way relating to incidents about Owner's life that Producer deems in its sole discretion necessary or appropriate to produce one or more motion pictures, whether wholly or partially factual or fictional; and use any and all information and materials in Owner's possession or under Owner's control, which Owner shall, at Producer's request, disclose and provide to Producer freely, completely, and candidly, including, but not limited to, copies of any newspaper or magazine clippings, photographs, transcripts, journals, notes, letters, recordings, home movies, videotapes, or other physical materials relating to Owner's life story and all of Owner's thoughts, observations, recollections, reactions and experiences surrounding, arising out of, or concerning all of those events, circumstances, and activities relating to Owner's life story (all the aforementioned rights hereinafter collectively referred to as "Life Story").

2. **GRANT OF OPTION:** In consideration of the mutual promises contained herein and the payment to Owner of _____ (\$____) ("Option Price"), the receipt and sufficiency of which is hereby acknowledged, Owner hereby grants to Producer for _____ (____) months from the effective date of this Agreement (the "Option Period") the exclusive, irrevocable right and option (the "Option") to acquire the exclusive rights as set forth in Paragraph 5 in and to the Life Story, as defined above.

3. **EXTENSION/EXERCISE OF OPTION:**

- (a) Producer shall have the right to extend the Option Period ("Option Extension") for an additional _____ (____) months ("Extension Period") by sending notice to Owner prior to the expiration of the Option Period, along with an additional payment of _____ (\$____) ("Extension Price").
- (b) Producer may exercise this Option at any time during the Option Period, as it may be extended, by giving written notice of such exercise to Owner. The sums paid under this Agreement, with respect to the Option Price and/or the Extension Price, shall be credited against the first sums payable under the terms of the Compensation paragraph below. If Producer fails to exercise this Option, then the sums paid to Owner hereunder shall be and remain the sole property of Owner.

4. **PENDING EXERCISE OF OPTION:** Producer shall have the right to prepare screenplays, budgets, teleplays, treatments, or other material and engage in other customary development and pre-production activities. It is understood that if the Option is not exercised,

Producer shall have no further right in and to the Life Story, but Producer shall own all rights of every kind in and to material Producer prepared.

5. RIGHTS GRANTED:

- (a) Upon exercise of the Option by Producer, Producer shall acquire and Owner shall have assigned, conveyed, sold, and transferred to Producer all motion picture, television, home-video, Internet, allied, subsidiary, and ancillary rights in and to the Life Story for use by Producer, and Producer's successors and assigns, throughout the world and in perpetuity, including, without limitation, the following rights:
1. the right to develop one or more scripts based on the Life Story;
 2. the right to make one or more motion pictures based on the Life Story, any part thereof, or any sequences or characters therein (including, without limitation, theatrical productions, television series, made-for-television movies, and made-for-home-video productions);
 3. the right to distribute, exhibit, and otherwise exploit any such motion pictures or productions in any and all media and by any means now known or hereafter devised, including, without limitation, all forms of theatrical and non-theatrical distribution and exhibition (including, without limitation, free broadcast, pay television, cable, subscription, pay-per-view, video-on-demand, DVD, and Internet);
 4. the right to manufacture, distribute, and otherwise exploit all forms of videocassettes, DVDs, and similar devices of any such motion pictures and to combine such motion pictures with other programs on such videocassettes, DVDs, and similar devices;
 5. the right to make changes to the Life Story, to create fictional episodes, characters, and/or dialogue for dramatic purposes and to use any portion or portions of the Life Story for any purpose of this Agreement;
 6. the right to edit and alter any motion pictures or productions based on the Life Story and to make foreign versions thereof;
 7. the right to publicize, advertise, or otherwise promote any such motion pictures or productions and in connection therewith to prepare and use synopses (not to exceed 7,500 words each) of the Life Story;
 8. the soundtrack recording, music publishing, legitimate stage, live television, radio broadcasting, and merchandising rights to the Life Story, to any such motion pictures or productions based thereon and to any of the characters contained therein;

9. the right to make remakes, prequels, sequels, and/or spinoffs to any such motion pictures or productions;

10. the right to copyright any such motion pictures or productions, sound recordings, musical compositions, and all other copyrightable works based on or derived from the Life Story and to secure copyright and trademark protection to all works based on or derived from the Life Story; and

11. the right to sublicense or authorize others to exercise any of the foregoing rights, subject to Producer's obligations hereunder.

- (b) Notwithstanding anything contained in this clause to the contrary, it is Producer's intention to portray Owner and Owner's Life Story as factually as possible with the understanding that Producer has the right to deviate from the facts of the Life Story in order to enhance the dramatic value. Owner shall be entitled to review and be consulted on the final shooting scripts of the motion pictures/productions produced hereunder, it being understood that further changes to such final shooting scripts may be made by Producer. No approval rights are granted whatsoever in connection with any scripts created or motion pictures/productions produced hereunder, which rights shall be held solely and exclusively by Producer and shall include, without limitation, control over all dramatic elements of said scripts and motion pictures/productions.

6. **RESERVED RIGHTS:** The Owner specifically reserves literary publishing rights to the Life Story (other than literary publishing rights of up to 7,500 words for use by Producer in advertising any motion picture or production based on the Life Story).

7. **WAIVER:** Owner hereby waives and relinquishes any rights or remedies at law, in equity or otherwise, and further releases Producer and Producer's employees, agents, successors, licensees, and assigns from, and covenants not to sue Producer, or any of the foregoing parties, with respect to any claim, cause of action, liability, or damages of any nature whatsoever arising out of or in connection with the exercise of any of the rights herein granted to Producer. Such liabilities include, without limitation, defamation, libel, slander, false light, false advertising, intentional or negligent infliction of mental distress, or invasion or appropriation of any right of privacy or publicity in any jurisdiction. These waivers are hereby made by Owner, both on Owner's behalf and on behalf of Owner's next of kin.

8. **CONSULTING SERVICES:** Owner shall be available to Producer as a consultant in connection with the first motion picture or production produced hereunder at mutually convenient places, dates, and times to provide Producer with information and materials regarding the Life Story and to assist Producer in obtaining releases from any persons designated by Producer. Such consultation will involve, among other things, cooperating with Producer and any Owners employed by Producer or Producer's assigns in connection with writing the screenplay or other forms of adapting the Life Story. Owner shall be entitled to compensation for the above employment in the amount of _____ dollars (\$____), payable upon commencement of principal photography of the motion picture.

9. COMPENSATION: As full consideration for all rights, licenses, privileges, waivers, and property herein granted, and for all warranties, representations, and covenants herein made by Owner, Producer agrees to pay Owner as follows:

- (a) **Guaranteed Compensation:** An amount equal to [1% – 2.5%] of the final locked budget of the production (excluding interest, book completion, bond, and contingency) with a floor of _____ Dollars (\$____) and a ceiling of _____ Dollars (\$____), payable upon the earlier of exercise of the Option or commencement of principal photography of the first motion picture or production produced hereunder.
- (b) **Remakes and Sequels:** In the event Producer, or a successor-in-interest, produces any sequel and/or remake feature motion picture based on the first motion picture produced hereunder, Owner will be paid an amount equal to fifty percent (50%) of the amounts payable to Owner pursuant to the paragraph above in connection with each such sequel and/or remake.

10. CREDITS: Owner shall be entitled to receive the following screen credit in the main titles of any and all motion pictures or productions produced hereunder: “Based on the life of _____”. Owner shall be entitled to an end-roll screen credit in connection with consulting services performed hereunder, the form and placement of which shall be at Producer’s discretion. Inadvertent failure by Producer to comply with these credit provisions shall not be deemed a breach of this Agreement.

11. REPRESENTATION AND WARRANTIES:

- (a) Owner has the right, authority, and legal capacity to grant the rights granted to Producer herein; and
- (b) Owner shall not exploit the Life Story in a manner inconsistent with the terms of this Agreement, specifically, to not sell, license, exploit, or transfer any rights in the Life Story.

12. MISCELLANEOUS:

- (a) **Arbitration.** Disputes under this Agreement shall be settled pursuant to binding arbitration under the rules of the Independent Film and Television Alliance (“IFTA”) in [STATE]. The award of the arbitrator shall be binding upon the parties and judgment may be entered in any court. The prevailing party will be entitled to reasonable attorney fees and costs.
- (b) **Indemnification.** Owner shall indemnify and defend Producer from and against any and all claims and damages arising from the breach of any representation or warranty of Owner hereunder to the extent such claim or damage does not arise out of a breach by Producer hereunder.

- (c) Accounting. Producer agrees to keep and maintain complete and accurate books and records relating to the Picture and the proceeds derived therefrom.
- (d) Assignment. Owner may not assign its rights or obligations hereunder. Producer may freely assign its rights and obligations hereunder.
- (e) Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE].
- (f) Notices. All notices under this Agreement shall be in writing addressed to the addresses first set forth above, or at such other address as either party may designate from time to time by written notice to the other. All notices shall be served by facsimile and U.S. mail, electronic mail, recognized courier services such as Federal Express or DHL, or personal delivery addressed as specified above. The date of receipt by facsimile, electronic mail, or courier, as the case may be, shall be the date of service of notice.
- (g) Counterparts. This agreement may be signed in counterparts. Facsimile and scanned copies shall be deemed originals for all purposes.
- (h) Further Documents. Owner agrees to execute, acknowledge, and deliver to Producer and to procure the execution, acknowledgment, and delivery to Producer of any additional documents or instruments which Producer may reasonably require to effectuate fully and carry out the intent and purposes of this Agreement. If Owner shall fail to execute and deliver any such documents or other instruments, within ten (10) calendar days after such documents are delivered to Owner, Producer shall be deemed to be, and Owner irrevocably appoints Producer, the true and lawful attorney-in-fact of Owner, to execute and deliver any and all such documents and other instruments in the name of Owner, which right is coupled with an interest.
- (i) Complete Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to all of the matters herein and its execution has not been induced by, nor do any of the parties hereto rely upon or regard as material, any representations or writing whatsoever not incorporated herein and made a part hereof. No amendment or modification hereto shall be valid unless set forth in a writing signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

PRODUCER

OWNER

By: _____
Its: Managing Member

SSN: _____