Done Deal EXAMPLES

Rights Option Agreement

This will confirm the following agreement between you and me for an option to acquire all media rights (motion picture, television, novelization, multi-media, etc.) to your life story:

1. Option: In consideration of (A) my payment to you the sum of $10.00, and (B) my efforts to write a screenplay based on you life, you grant me the exclusive irrevocable option to purchase the rights to your life story.

2. Term of Option: (A) The initial term of the Option shall be for a period commencing on the date hereof and continuing for one year. (B) I may extend the initial term for an additional period of one year commencing upon the expiration of the initial term by giving you written notice and paying you $100.00 for the second year term. (C) I may extend the second term for an additional period of one year commencing upon the expiration of the second term by giving you written notice and paying you $1,000.00 for the third year term.

3. Exercise of Option: If I exercise the Option, I will give you written notice and pay you prior to the expiration of the Option the sum of $50,000.00 as full consideration for the first motion picture, television project, novel, or any other media project produced.

4. Further Productions: If the project is produced, and subsequent projects using events derived from you life story are produced, you will receive the following additional payments: (A) $25,000.00 For each subsequent project (motion picture, television, novelization, multi-media, etc.).

5. Description of Rights: The rights granted herein shall be the exclusive rights in all territories in perpetuity to exploit in all media your life story, and shall include the following:

   (A) The right to use your name, likeness, and voice and to portray and otherwise refer to you in connection with the filming, recording, broadcasting, distribution, exhibiting, advertising, and exploiting, in any manner or media, all rights to your life story, provided that you shall not be depicted as endorsing any product or service without your consent.

   (B) The right to include or exclude from any version of your life story, any incidents or events in which you participated in a fictionalized and/or dramatized depiction.

6. Warranties and Indemnities: You warrant that you have not sold, granted or otherwise disposed of your story rights, and that you haven’t done and will not do anything that might interfere with my rights as stated in this agreement. You agree to indemnify me from any costs which I might incur (including legal fees) arising out of breach by you of this agreement.

7. Cooperation: You agree to use your best efforts to cooperate with me in developing screenplays
and storylines derived from your life story and to meet with me and other persons from time to time. You also agree to assist me in obtaining consents from other persons with whom you have been involved and whom I may wish to include as characters in a project based upon your life story. You agree that I will be writing and submitting to others, screenplays based on your life story, and that you shall not be deemed to have acquired any rights to such material.

8. Failure to Make or Release Project: Nothing herein shall obligate me to make any picture or project based upon your story, although I am committing my talents and energies to the utmost to do so.

9. Assignment: I may assign this agreement and my rights hereunder, in whole or in part, to further the purposes of this agreement. You acknowledge that your obligation under this agreement are unique and personal to you and cannot be delegated to another.

10. More Formal Agreement: A more formal agreement may be prepared containing standard terms and conditions which are customary in the motion picture and television industry in Los Angeles, California, for agreements of this kind. However, unless a more formal agreement is prepared, this is a valid and binding agreement between us and our successors and assigns.

11. Governing Law: This agreement shall be controlled by the laws of the State of California. In the even any dispute should arise between us, we each agree to submit such disputes to exclusive and binding arbitration, and each shall bear his/her own costs, including attorney’s fees incurred in connection with any such arbitration.

Please confirm your agreement to the terms of this agreement by signing at the space provided below.

Sincerely,      AGREED TO AND ACCEPTED:

______________________________
Mr. Really Interesting Person, Jr.
123 Elm Street
Small Town, USA 12345-6789
(999) 555-1212

___________________________
Dated

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