

The White House Historical Association

Sample Licensing Agreement

FILM: _____

SUBJECT: “WHITE HOUSE HISTORICAL ASSOCIATION”

NON-EXCLUSIVE GRANT OF RIGHTS (“RELEASE”)

For good and valuable consideration, and payment of \$_____ per image (the "Fee"), the receipt and sufficiency of which is hereby acknowledged, the White House Historical Association (herein "Licensor"), irrevocably grants to _____ (herein "Producer"), and its subsidiary and affiliated corporations, successors, and assigns, the non-exclusive right to photograph, record, reproduce on film the below defined photographs of artwork (the "Materials") to be used solely as background, set dressing, and in connection with the production, exhibition, exploitation, advertising and promotion of the motion picture tentatively entitled _____ (the "Picture"), in-context of the Picture only, without limitation as to time, territory or medium:

The Materials to be used in the Picture are set forth on Exhibit "A", which is attached hereto and incorporated herein by reference.

Licensor acknowledges that nothing contained herein requires Producer to use the Materials as described herein in or in connection with the Picture.

Licensor represents and warrants that the consent of no other person, firm, corporation, or labor organization is required to enable Producer to use the Materials as described herein, and that such use, to the best of its knowledge, will not violate or infringe upon the rights of any third parties. Licensor agrees to indemnify Producer and its successors and assigns from and against all claims, damages or expenses resulting from any breach of the above-stated representations and warranties up to an amount that shall not to exceed the Fee.

Producer represents and warrants that it has the right and authority to enter into this agreement. Producer represents and warrants that its use of the Materials will comply with all applicable laws, regulations and standards. Producer agrees to indemnify Licensor from and against all claims, damages or expenses resulting from any breach of the above-stated representations and warranties.

Producer shall be entitled to assign this Release to enable the production of the Picture.

Producer shall accord credit to Licensor, in the end crawl of the Picture, as follows:

“ _____ ”

In the event of termination or cancellation hereof by Producer, Licensor hereby acknowledges that the sole remedy shall be an action for damages and Licensor irrevocably waives any right to obtain equitable or injunctive relief.

Producer acknowledges, agrees and understands that this Release does not transfer or grant any rights in the Materials to Producer, all of which are expressly reserved.

This Release, in conjunction with a fully paid invoice from Licensor, contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except by a writing signed by each party.

IN WITNESS WHEREOF, Licensor and Producer have caused this Release to be duly executed, as of the day and year written below, with the intent to be legally bound hereby.

WHITE HOUSE HISTORICAL ASSOCIATION

By: _____

Date: _____, 2011

Print Name: _____

Title: _____

By: _____

Date: _____, 2011

Print Name: _____

Title: _____