

SAMPLE PROGRAM LICENSE AGREEMENT

This Program License Agreement (“Agreement”) is by and between The SlapHappy Collection, a California sole proprietorship with offices at 2266 Daisy Lane, La Canada, California 91011 (“Licensor”), and the entity identified in the Broadcast Terms as the program buyer (“Licensee”). Licensor hereby grants to Licensee broadcast rights in the SlapHappy program (hereinafter referred to as “Program”). The Agreement consists of the “Broadcast Terms” set forth below.

Broadcast Terms

<u>Licensee</u>	XYZ-TV Los Angeles, CA 90012 555-695-1732
<u>Program Title</u>	Package 1 SlapHappy series; SlapHappy: The Movie
<u>Number of Episodes</u>	30 x 30; 1 x 90
<u>License Term and Broadcast Rights</u>	2 years 8 releases A release is defined as ‘unlimited use within 7 days’
<u>License Territory</u>	Los Angeles, CA
<u>Total License Fee</u>	\$3500
<u>Payment Schedule</u>	To be determined
<u>Program Materials</u>	BetaSP masters available to dub or free DVD-Rs
<u>Delivery Date</u>	Within 15 days of signed agreement

TERMS AND CONDITIONS

1. LICENSE. The Licensor hereby grants to Licensee a license to broadcast the Program during the License Term.
2. PAYMENT. Licensee shall pay upon receipt of invoice the license fees for Program.
3. DELIVERY. Licensor shall deliver Program to Licensee as either NTSC BetacamSPs to dub, or DVD-Rs to own. Licensee shall bear the expenses of dubbing and delivery of Betacam SPs.
4. RESTRICTIONS ON CUTTING. Licensee shall not cut, edit, or otherwise alter the Program, including but not limited to titles, credits, and copyright notices without the prior consent of Licensor, which consent should not be unreasonably withheld.
5. PUBLICITY MATERIALS. Licensor shall make available to Licensee any advertising or promotional material owned by Licensor, including but not limited to, publicity releases, still photographs, and other informational and promotional materials as may be available pertaining to the Program.
6. LICENSOR'S WARRANTIES. Licensor represents and warrants to Licensee that:
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 - b. The "recording" or "synchronization" rights on all musical compositions included in the Program have been cleared for broadcast of the Program;
 - c. Broadcast of the Program will not infringe any existing copyright, violate the right of privacy, or constitute an invasion of any other rights or any person, firm, or corporation;
 - d. The Program materials furnished by Licensor to Licensee shall be free and clear of any and all liens or encumbrances;
 - e. Licensor has full right to grant this license.
7. LICENSOR'S INDEMNITY. Licensor shall indemnify Licensee against any and all actions, claims, damages, expenses, or liabilities arising out of broadcast of the Program.
8. LICENSEE'S WARRANTIES. Licensee represents and warrants to Licensor that:
 - a. Licensee will broadcast Program only over licensed station.
 - b. Licensee will not broadcast the Program after the license term has expired or in violation of any of the terms of this Agreement.
 - c. Licensee will not permit or allow the Program to be broadcast by any other party.

9. LICENSEE’S INDEMNITY. Licensee shall indemnify Licensor against any and all actions, claims, damages, expenses, or liabilities (including reasonable attorneys’ fees) arising out of any breach by Licensee.

10. FORCE MAJEURE. If Licensor is delayed in or prevented from making delivery of the Program as herein provided, by reason of any act of God, labor difficulties, injunctions, judgments, adverse claims, fire, flood, transportation tie-up, public disaster, or any other cause beyond its control, or if Licensee is delayed in or prevented from broadcasting the Program as herein provided by reason of any of the aforesaid contingencies, neither party shall be liable to the other for the delay or failure so to perform and the term of this license shall be deemed extended for a period equal to the duration of the contingency.

11. GENERAL PROVISIONS. The following provisions shall apply:

- a. This license shall not be modified or waived in whole or in part except in writing.
- b. A waiver by either party or any breach or default by the other party shall not be construed as a waiver of any breach or default;
- c. This license shall be construed under the laws of the State of California;
- d. This license is complete, and embraces the entire understanding of the parties.

In witness whereof, The SlapHappy Collection and Licensee have executed this Program License Agreement as of the below date.

The SlapHappy Collection

Licensee

By: _____
Larry Stefan

By: _____

Date: _____

Date: _____