DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear (Student),

This agreement is with reference to (Student) Motion Picture tentatively entitled “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” (the "Picture") and the agreement between (Student) and me relating to the use of items created by me, images of which are attached hereto and initialed by me (collectively, the "Artwork") as featured set dressing in the Picture.

For good and valuable exposure, the sufficiency of which is hereby acknowledged, I hereby irrevocably grant (Student), its successors, assigns and licensees the non-exclusive right to use the Artwork in such manner as (Student) may determine in its sole discretion in connection with the Picture, and to photograph, record, reproduce or otherwise use same in the Picture and in connection with advertising and promotional materials for the Picture, and to exhibit, advertise and exploit these rights in perpetuity in any and all media now or hereafter known or devised at any time throughout the universe, including without limitation in "making of" and "behind the scenes" footage, still photos, clips, trailers and all other added-value material in connection with home video (e.g., DVD, VHS), pay-per-view and other versions of the Picture.

I acknowledge that nothing contained herein obligates (Student) to exercise any of the rights, licenses or privileges granted to (Student) by this letter agreement.

I represent and warrant that I am the sole and exclusive owner of the copyright in and to Artwork that I have the full right and authority to grant the rights herein granted in all media throughout the universe; and that no one else’s permission or ratification is required. I agree to waive my rights, if any, to enjoin, restrain or interfere with the development, production, advertising, promotion, publicizing, exhibition, distribution or exploitation of the Picture. I agree to indemnify (Student) and its successors and assigns from and against all claims, damages or expenses resulting from any breach by me of these representations and warranties.

Yours truly,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [PRINT NAME]

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [STREET ADDRESS]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [CITY, STATE - ZIP CODE]

(\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [PHONE]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_@\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [EMAIL ADDRESS]

**ATTACHMENTS**