



Footage License Agreement

ENTERED INTO This: ___ day of _____, 20__

BETWEEN: NUTV
("Licensor")
315 MSC
2500 University Dr NW
Calgary, AB
T2N 1N4
403.220.3392

AND: *Name*
("Licensee")
Address

WHEREAS Licensee

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Licensor hereby grants to Licensee, its agents, affiliates, licensees, successors and assigns the following irrevocable non-exclusive rights, but not the obligation:
 - (a) To use or incorporate the photograph(s), moving image(s), and/or subject matter described in Schedule "A" attached hereto (the "Footage"), in whole or in part, in the television program, entitled "_____", (the "Program");
 - (b) And to use the Footage or authorize others to use the Footage as so incorporated in the Program, in the advertising, broadcast, distribution, exhibition, promotion, publicizing, reproduction and other exploitation of the Program throughout the universe, for a period of ___ years, in all markets and in all media now known or hereafter devised.
2. Licensor represents and warrants that it is authorized to grant the rights provided for herein and that it owns all right, title, and interest in and to the Footage including, without limitation, the copyright in and to the Footage. Neither the Licensee nor any sub-licensee shall have any obligation to any third party with respect to use of the Footage in the Program. As between Licensor and Licensee, the Program shall be Licensee's sole and exclusive property.
3. Licensor agrees to defend, indemnify and hold Licensee and its sub-licensees harmless from and against any and all claims, losses, liabilities, damages and expenses including, without limitation,

all costs and reasonable attorneys' fees which may result from any breach of its representations and warranties herein.

4. In the event of any breach hereof by Licensee or its sub-licensees, Licensor and its heirs, successors and assigns shall be limited to the right to seek compensatory monetary damages in an action at law and in no event shall Licensor have the right to terminate or rescind this Agreement or any of the rights granted hereunder or in any way to enjoin or restrain the production, distribution, advertising, publicizing or other exploitation of the Program.
5. Licensee has the right, in its sole discretion, to alter and/or edit or sub-license the right to alter and/or edit the Footage for use in the Program and the promotion of the Program. Licensor hereby waives the benefits of any provision of law known as moral rights of authors, "droit moral", or analogous rights.
6. If the footage is incorporated in the final edited Program, Licensee shall make best efforts to accord Licensor a credit of generally the same size and style as other licensors of other similar material being used in the Program. No inadvertent failure by Licensee nor the failure of any third party to provide such credit shall be deemed a breach of this Agreement.
7. This Agreement contains the entire understanding relating to the subject matter contained herein and cannot be modified or terminated except by an agreement signed by both parties. This Agreement shall endure to the benefit of and be binding on all parties, their heirs, agents, affiliates, licensees, successors, and assigns. This Agreement shall be interpreted, construed and governed in all respects under the laws of the Province of Alberta and the laws of Canada applicable therein.

IN WITNESS WHEREOF, the parties have signed this agreement as of the date first written above.

(LICENSOR)

(LICENSEE)

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

SCHEDULE "A"

"FOOTAGE"

No.	Title and Description of the Footage:	Duration: