

REEL 13 SHORTS LICENSE AGREEMENT

Date	
Contact Person	
Email	
Mailing Address	
City	
State	
Zip Code	
Film Title (the "Program")	

I hereby grant to THIRTEEN ("THIRTEEN") a license for the rights specified herein upon the terms and conditions provided for below. The parties agree as follows:

RIGHTS LICENSED: The non-exclusive right to exhibit the Program in the following manner and media during the Term: (i) over the broadcast facilities of THIRTEEN or WNET and its subsidiaries and on cable channels programmed, in whole or in part, by THIRTEEN for four (4) Releases (as defined below) over each channel and; (ii) as part of a video on demand service, provided such access is available on a basic digital service tier with no pay per view charge, (iii) on THIRTEEN's website and/or for promotional purposes on other websites on the Internet; A "Release" is defined as multiple exhibitions during a consecutive seven day period plus retransmission over limited frequency, closed circuit and playback facilities for educational purposes during the same period and for one (1) year thereafter. The foregoing rights shall include the right to close caption the Program for the hearing impaired, to describe the Program on a separate channel for the visually impaired, and to simulcast Program on radio.

TERRITORY: The Greater New York City area, including New York, New Jersey, Connecticut, and Pennsylvania for broadcast purposes and Worldwide for Internet purposes.

TERM: Three (3) years from the date of first exhibition on the Internet or over the broadcast facilities of THIRTEEN and on cable channels programmed, in whole or in part, by the THIRTEEN.

LICENSE FEE: Upon exhibition of the Program in full over the broadcast facilities of THIRTEEN and/or on cable channels programmed, in whole or in part, by THIRTEEN or WNET and its subsidiaries, you shall receive Two Hundred Fifty and 00/100 Dollars (\$250), payable within 90 days after approval of Materials, receipt by THIRTEEN of any documentation requested by THIRTEEN in order to make the payment, mutual execution of this Agreement and exhibition of the Program. In the event that the Program in full is exhibited solely on the internet and/or a clip of the Program is used in any media, you shall not receive the License Fee.

DELIVERY: The Materials as defined in the Standard Terms and Conditions shall be delivered to Colleen McHugh C/o Reel 13 Shorts at Thirteen 825 Eighth Avenue, New York, NY 10019 on a date to be mutually agreed upon by THIRTEEN and you (the "Delivery Date").

In WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

THIRTEEN

By: _____

Date: _____

CONTACT PERSON

By: _____

Date: _____

STANDARD TERMS AND CONDITIONS

1. MATERIALS: The following shall be delivered to THIRTEEN, at your expense, on or before the Delivery Date:

(a) The Program's master must arrive by the Delivery Date as (1) a hi-res quicktime file sent via file transfer protocol (FTP); or (2) as a physical tape delivered in one of the following formats: Digital Beta, or Beta SP, DVCam or Mini-DV Master;

(c) Music cue sheets;

(c) A one-page description of the Program,

(d) a minimum of 1 black and white or color publicity still in print (8x10 minimum), film, or digital format, and such other material as may be available to you which may be useful to THIRTEEN for publicity purposes such as proposals, video cassettes and scripts; Photographs submitted in digital format MUST conform to the following minimum specifications:

FILE TYPE: Compressed or uncompressed RGB TIFF file or RGB JPEG saved at minimal ("excellent quality") compression

OPTICAL RESOLUTION: Longest edge of photo 12" at 300 dots per-inch OR longest edge 3600 pixels long. Files created from digital images at lower resolutions through interpolation or other means are not acceptable (i.e. video frame grabs artificially expanded in size).

DISK FORMAT: Macintosh HFS, PC FAT, PC FAT32, or PC VFAT for Zip and Jaz disks; Mac HFS, ISO 9660, Joliet, or UDF for CD-ROM disks. No multisession CD's.

INFO: Copyright (where applicable), and photo credit information should be embedded in the file using the Photoshop (or comparable) INFO command, or included on the disk as a separate text document indicating which captions go with what photos.

(e) A list of all those contractually required to receive credit together with the form of such credit.

The acceptability of the Materials is subject to THIRTEEN's approval as to technical suitability for television broadcast. If THIRTEEN deems the Materials unsuitable, you agree to promptly provide satisfactory substitute materials until THIRTEEN so approves or, at THIRTEEN's option, THIRTEEN may produce satisfactory materials and deduct the cost thereof from the License Fee. In the event that you choose not to produce substitute materials, your failure to timely deliver acceptable Materials to THIRTEEN, shall be deemed a material breach of this Agreement and THIRTEEN, in addition to all other remedies available to it, may terminate this Agreement and you shall be liable for the full cost of any damages sustained by THIRTEEN as a result of such breach.

2. PROMOTION AND PUBLICITY: THIRTEEN may use and authorize others to use excerpts from the Program, your name and the name, voices, likenesses and biographical information about all persons appearing in or performing services in connection with the Program for publicizing and promoting the Program or any series in which it is included during the Term, and the institutional purposes of THIRTEEN and its licensees, in any and all media whether now known or hereafter devised in perpetuity without any compensation to you. THIRTEEN shall have the right to publish and copyright or cause to be published and copyrighted in its name or that of its nominee selections from the Program not to exceed 2000 words for advertising and publicity purposes.

3. EDITING: THIRTEEN may not cut, edit, alter or modify the Program without your permission, except that THIRTEEN will have the right to cut, edit, alter and modify the Program credits in order to comply with time requirements.

4. OWNERSHIP: As between THIRTEEN and you, all right, title and interest including the copyright in and to the Program will belong solely and exclusively to you, subject to the license herein granted.

5. WARRANTIES AND REPRESENTATIONS: You warrant and represent that:

(a) you have the right to enter into and perform this Agreement and to grant the rights herein granted;

(b) you have secured and paid for all rights, releases, clearances and licenses with respect to all elements contained in the Program and THIRTEEN will not be required to incur any additional expense of any kind with regard to the exercise of the rights granted herein;

(c) no claim or litigation is pending or threatened with respect to the Program or any element contained therein; and you shall notify THIRTEEN of any such claim or litigation promptly upon your knowledge thereof;

(d) neither the Program, the Materials, nor the exercise by THIRTEEN of the rights granted it hereunder will infringe upon or violate the privacy of or constitute a libel or slander against or violate any copyright, trademark, literary, artistic, dramatic, musical, or any other right, of any third party;

(e) you have not and shall not do anything which might interfere with THIRTEEN's enjoyment of the rights granted to it herein; and no monies have been or will be paid by you to any person for influencing or attempting to influence an officer or employee of any federal agency or Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

6. INDEMNIFICATION: You agree to indemnify, defend, and hold harmless THIRTEEN, its officers, directors, agents and employees and any entity authorized by THIRTEEN to exhibit the Program, from and against any and all claims, damages, liabilities, costs and expenses, including attorney's fees, arising out of or relating to the breach or alleged breach of any warranty, representation or agreement made by you herein.

7. NOTICES: All notices to be given hereunder shall be in writing either by mail or fax, to the parties at their respective addresses hereinabove given, in the case of THIRTEEN to its General Counsel.

8. FCC: In conformity with Section 507 of the U.S. Federal Communications Act, You warrant and represent that it has not, and will not hereafter accept or agree to accept, any monies, services or other consideration for the inclusion of commercial material or matter in, or as part of, the Program without the disclosure of same in the credits of the Program.

9. MISCELLANEOUS:

(a) Nothing herein shall be deemed to create any association, partnership, or joint venture between you and THIRTEEN.

(b) THIRTEEN may assign this Agreement to any subsidiary of THIRTEEN or to its parent company, WNET.

(c) Nothing contained in this Agreement shall be deemed to obligate THIRTEEN to broadcast the program. THIRTEEN's entire obligation hereunder shall be satisfied by payment of the License Fee.

(d) This Agreement shall be governed by the laws of the State of New York applicable to contracts made and wholly to be performed therein.

(e) This Agreement embraces the entire understanding between the parties, supersedes any prior oral and/or written agreements relating to the subject matter hereof and may not be altered or modified except in a writing signed by the parties. A waiver by either party of any breach or default by the other party may not be construed as a waiver of any other breach or default by such other party.