



UNDERLYING LITERARY PROPERTY – GRANT OF RIGHTS DIRECTING WORKSHOP FOR WOMEN

AGREEMENT made and entered into as of _____ (Date) by and between
_____ (the "Director"), the American Film Institute ("AFI")
and _____ (the "Grantor") relating to the motion picture with
the Production Number # _____ currently titled
_____ (the "Picture").

1. Grantor grants to AFI and the Director the non-exclusive right to adapt the story entitled
_____ (the "Work") written by
_____ into a short screenplay in order to produce the Picture
in connection with the AFI Conservatory Directing Workshop for Women program. The
Picture will be of less than feature length (twenty minutes or under). It is understood and
agreed that AFI intends to distribute, exhibit or exploit the Picture in all media now known
or hereafter devised, by any title, in perpetuity, and throughout the universe. Grantor
hereby grants to AFI any further rights, under copyright or otherwise, which AFI may
need to effectuate the above made grant, including but not limited to all rights necessary
to adapt the Work for the Picture and to use the name of the author in connection with the
exploitation of the Picture if so desired. AFI shall own all rights to the Picture including but
not limited to all copyrights of the Picture throughout the universe in perpetuity and may
register these copyrights in AFI's own name.
2. Grantor warrants the Grantor is the sole owner of all rights of copyright or otherwise in
the Work, and that Grantor has the full and sole right and authority to convey the same;
that the Work is wholly original with Grantor and that Grantor is the author thereof; that
neither any incident contained in the Work nor any part thereof was taken from or based
upon any other literary, dramatic or musical material; that the exercise or use of any of
the rights herein granted will not in any way infringe upon or violate any rights of any
person, firm or corporation whatsoever, including but not limited to rights of privacy and
publicity; that the rights herein granted are free and clear of any litigation pending and
are not encumbered in any way that would interfere with AFI's full enjoyment of any
rights granted herein; and that Grantor shall not do any future act which will or may
impair AFI's full enjoyment of any rights granted herein.
3. Grantor agrees that, the AFI and any of its licensees or assigns shall have no obligation to
pay any monies in respect to the exploitation of the Work hereunder. Nothing herein shall
require AFI to promote, distribute or otherwise exploit the Picture. Director and/or AFI
have made no representation or warranty of the manner in which the Work will be used
and nothing will require the Work's use at all.
4. Grantor agrees to execute and deliver to AFI any further documents which AFI may deem
necessary or desirable to evidence the grants hereunder or otherwise carry out the intent
of the parties hereunder.
5. Grantor acknowledges that Director and AFI will incur expense and undertake
commitments and otherwise proceed in express reliance on this Agreement and rights
hereunder.

6. Grantor agrees to indemnify and hold Director, AFI, and AFI's successors, licensees and assigns free and harmless from any and all claims, liabilities, costs, losses, damages, or expenses including but not limited to all attorney's fees and costs reasonably incurred in connection therewith, which in any way result from or arise out of any breach or alleged breach or failure of any covenant and warranty of Grantor contained in this Agreement.
7. This Agreement shall be governed by the laws of the State of California applicable to agreements executed and to be wholly performed therein. Grantor agrees that this document constitutes the entire agreement between the parties superseding any previous agreements written or oral. Grantor further agrees that any modification must be in writing and signed by both parties hereto.
8. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, assigns, next of kin, heirs, administrators, executors, officers and agents, as the case may be.

AGREED TO AND ACCEPTED:

Director:

_____	_____	_____
Print Name	Signature	Date

Grantor:

_____	_____	_____
Print Name	Signature	Date

_____	_____
Street Address	Email

_____	_____
City / State / Zip	Phone

For AFI:

_____	_____
Director, AFI Production	Date