Stephen King

Date,

Via email: Name Address City, State, Zip

RE:

Dear,

You have requested permission to adapt a screenplay and/or film from my short story, <u>Title</u>. The resulting screenplay may be used to create a short film, forty-five minutes or less in length, solely for purposes of a non-commercial film project. The screenplay and film are sometimes together referred to as "the project".

On the following terms and conditions only, and in consideration of the sum of \$1.00, payable upon your countersignature of this letter, I hereby grant you the non-exclusive right to adapt a screenplay and/or film based on <u>Title</u> in the manner described herein. Should your screenplay or film based on it be adapted by someone else, they must obtain their own film contract with me and pay the sum of \$1.00.

You agree in perpetuity not to distribute, exploit, exhibit in any medium, commercially or otherwise, your screenplay and/or film, or to allow third parties to do so except as set forth below.

The project may be exhibited for private use only to those individuals necessary to consider your work for or in established, non-profit festival competitions. Internet submission to such festivals may be made only by private, pass-coded link. No more than two minutes total of the project may be distributed on the internet, including closed access sites, without prior written consent (no bundling with other dollar baby films). If created as part of a non-profit educational institution school project, either completed screenplay and/or film can be exhibited at the school or in a school program.

In the credits for the screenplay and/or film, there must be an acknowledgement as follows:

"<u>Title</u>" © (date) Stephen King Used by permission. All rights reserved.

Neither the title nor any of the promotion of the project may include the words "Stephen King's" in direct association with the title. You may use the Title in a domain name or website if there are no ads or promotions on the site, provided you fully assign the domain name to me, and remove the Title from the website, on written request, which may be given for legal reasons or due to a commercial production. The project credits must include that it is "based upon a short story by Stephen King." The credit to me cannot be any more prominent than any other credit and must appear alongside the writing and other credits.

Fundraising on any site such as **Kickstarter** or **Indiegogo** is allowed as long as all funds raised are used for the production of the film or returned. You must maintain the non-commercial requirement and represent the project as such on fundraising sites.

You are not allowed to sell reproductions of the film in any format or copies of the screenplay.

You hereby grant to me the non-exclusive license to all original content contained in the project, including website and other materials.

The terms of this contract will expire one year following the Accepted and Agreed date and may not be extended without prior written permission. No use may be made of the project after expiration of this license. I separately reserve the right to revoke permission for internet usage at any time by giving written notice.

If you fail to strictly observe the foregoing, you shall be committing a violation of my copyright and I shall have all of my rights and remedies under law in the premises.

A DVD copy of the completed film should be sent to the address above.

By your signature below, you acknowledge that you understand the foregoing, that you have the legal capacity to enter into this agreement, and that you accept the terms and conditions hereof.