

LAB ACCESS LETTER

[Date]

[Name of lab company]

Business Affairs Dept.

*[Address of lab
City, State, Zip]*

Re: The Picture *[Film title]*

Dear *[Name of lab company]*:

We have on deposit with you or have been granted access to certain materials as listed on Schedule A attached (the "Materials") with respect to the motion picture *[Film title]* (herein referred to as the "Picture").

Pursuant to an agreement entered into between ourselves and *[Name and address of Licensee]* (hereinafter referred to as "Licensee"), we have granted a license to Licensee and/or Licensee's Assignees to distribute the picture in the following territories: *[Territories]*.

License Term: Beginning: *[Begin Date]* Ending: *[End Date]*

Accordingly, you are hereby authorized and irrevocably directed and instructed to honor all orders of Licensee and/or Licensee's Assignees utilizing the Materials for duplicate materials and any and all laboratory services with respect to the aforementioned Picture on the following understanding:

- (a) All services and materials ordered by Licensee, its successors, and assigns shall be at the sole cost and expense of Licensee, or its successors and assigns;
- (b) Any materials or services ordered by us, our successors or assigns in connection with the Picture shall be at the sole cost and expense of the ordering party;
- (c) Neither we nor Licensee shall be responsible for any services or materials ordered by any other party with respect to the Picture.
- (d) You will not assert any claims or liens at common law or under any applicable statute against any Materials relating to the Picture as against the Licensee other than your charges to Licensee for work done.

- (e) Any and all Materials on deposit in your vault relating to the Picture, as listed on Schedule A hereto, shall be retained by you for Licensee and/or our order and shall not be transferred to any other laboratory or similar facilities without the prior written consent of the owner and Licensee; it being understood that Licensee or its designees shall have, at all times, the right to remove any copies ordered by Licensee or its designees.

Notwithstanding anything in the foregoing to the contrary, if the Materials remain inactive for a period of twelve months or more, Laboratory is hereby permitted to terminate this agreement by giving Licensor and Licensee written notice of not less than thirty (30) days. Upon the occurrence of such termination, Laboratory is authorized to release and deliver the Materials to the owner at its last known address unless otherwise advised of an alternate destination by the Licensee and the undersigned before termination.

The instructions contained herein may not be altered or modified except in writing signed by us and Licensee or except in the event that Licensor gives you written notice that Licensee is in default under the terms of its agreements with Licensor.

Please confirm your understanding and agreement with the foregoing by signing in the space provided below.

Very truly yours,

[Name of Company or Individual Owner of Film] (“Licensor”)

By: _____

Its: _____

Agreed to and accepted:

[Name of Lab Company]

By: _____

[Name of Manager]

Its: Manager, Business Affairs

Agreed to and accepted:

[Name of Licensee]

By: _____

Its: _____

SAMPLE
SCHEDULE "A"
TO
LAB ACCESS LETTER DATED *[Date]*

THE PICTURE: *[Film title]*

[Please do not include any "prints", uncut negative or materials marked "NG". When listing the "Material", please put them in the following order:]

Feature

1. Original Negative
2. Interpositive
3. Internegative
4. Optical Sound Track
5. Magnetic Track's
6. DA-88's
7. Textless Material [indicate what type (e.g. original, interpositive, internegative)]
8. D5 [indicate if 4x3 or 16/9]
9. D1 [indicate if NTSC or PAL]
10. Digital Betacam [indicate if NTSC or Pal]
11. D2
12. Betacam-Sp

Trailer

1. Same order as feature material
- 2.