



PRODUCER AGREEMENT

This PRODUCER AGREEMENT is entered into on _____, between New Destiny Internet Group, LLC (dba HomeGrown Video) (HGV) and _____ (“Producer”).

1. **Content:** Producer has submitted to HGV certain adult entertainment content identified as:

_____ (the “Content”).

HGV has offered to acquire from Producer and Producer has agreed to transfer such to HGV, all worldwide, perpetual rights in the Content and its Materials in consideration of payment of the Purchase Price.

2. **Purchase Price:** The Purchase Price is US\$_____. The Purchase Price is a single sum for all rights in the Content and Materials and no further payment is due Producer for any reason, such as renewals or royalties. The Purchase Price is payable to Producer within 30 days, or in a payment structure previously agreed to by Producer and HGV, after HGV accepts the Materials as per Paragraph 5.
3. **Grant of Rights:** Upon full execution of this Agreement, Producer exclusively grants licenses and assigns to HGV worldwide and in perpetuity all rights of every kind in the Content, including all rights under copyright, trademark, author’s rights, publicity rights and all other intellectual property rights, now known or later arising, whether anticipated or unanticipated, including any renewals or extensions of the terms of such rights. HGV’s rights include the rights to include its credit or logo with the Content, and to edit and adapt the Content as HGV sees fit, and to exploit the Content in any manner in its sole discretion.
4. **Delivery of Materials:** Promptly after execution of this Agreement, Producer will deliver to HGV without charge the following (collectively referred to as the “Materials”):
 - (a) the Masters for the Content in the original format of production, also known as “footage” in the case of motion pictures or “negatives” or “originals” in the case of still photography;
 - (b) clearly legible, unaltered, complete and executed documentation from each model appearing in the Content showing that the model was over eighteen years of age when appearing in the content and gave full and unqualified consent to such appearance;
 - (c) if requested, any other documentation proving Producer’s ownership of any rights in the Content or the consent of any person in the Content.
5. **Review of Materials:** HGV will have 30 days from receipt of Content and all Materials to review them for technical quality and legal sufficiency in HGV’s sole discretion. IF HGV finds the Materials

satisfactory, it will pay Producer the Purchase Price within 30 days per Paragraph 2. If HGV finds the Materials unsatisfactory, it will return them to Producer and the rights in the Content will then revert to Producer. However, if within one year after their return Producer desires to license any rights in the Content to any third party, Producer will first offer such rights to HGV for a price no more than Producer intended to offer them to such third party, and HGV will have 10 days from receipt of Producers offer to accept or reject such offer.

- 6. **Warranties:** Producer warrants to HGV that (a) Producer is the sole author and exclusive owner of all rights in the Content; (b) there are no existing claims against or liens on the Content or the Materials; (c) all models appearing in the Content were at the time of their appearance at least 18 years of age or older and gave their full consent to such appearance; (d) the Content was produced in accordance with all applicable laws, including 18 U.S.C. § 2257 and California Penal Code 288(c) (e) nothing in the Content or the Materials infringes any intellectual property right (copyright, author’s right, trademark, etc.) or personal right (right of privacy, right of publicity, defamation), of any person.

- 7. **Remedies:** Once HGV has paid the Purchase Price, its rights in the Content and ownership of the Materials becomes irrevocable and Producer will have no right to terminate, cancel or rescind this Agreement, nor to seek an injunction or any other remedy to restrain or prevent any exercise by HGV of any of its rights in the Content. Producer’s sole remedy thereafter being limited to an action for monetary damages. Each party waives any rights to seek consequential damages, including “lost profits”.

- 8. **Validation:** To the extent HGV and Producer have entered into prior agreements for other adult entertainment content and HGV has paid the purchase price for such content, Producer and HGV ratify the terms of those agreements and agree that the grant of rights in this Agreement apply to the rights granted in the content under those prior agreements.

- 9. **Miscellaneous:** This Agreement constitutes the entire understanding of the parties regarding its subject matter. It may not be amended except by a record authenticated by both parties. HGV may freely assign, transfer or sublicense its rights or delegate its duties under this Agreement, and this Agreement will inure to the benefit of its successors or assigns.

PRODUCER:

New Destiny Internet Group, LLC
(dba Homegrown Video)

BY: _____

Title: _____

Title: _____