

FANTASY LETTER OF INTENT

Recipient Name: _____

Recipient Address: _____

Sender Information:

Full Name: _____

Address: _____

Phone / Email: _____

Purpose and Intent:

This Fantasy Letter of Intent (the “Letter”) is submitted solely for the purpose of outlining the preliminary understanding and intent between the undersigned parties regarding a potential transaction involving the creation, distribution, and licensing of fantasy-themed intellectual property, including but not limited to literary works, artwork, and related media (the “Property”). This Letter is non-binding and does not constitute a contract or agreement. Both parties agree to negotiation in good faith toward a definitive agreement.

Definitions:

“Property” means any and all fantasy-themed creative works, including but not limited to stories, characters, artwork, scripts, and digital content to be created or licensed under a definitive agreement. “Licensor” means the party granting licenses to the Property. “Licensee” means the party receiving licenses to the Property.

Terms of Negotiation:

The parties intend to negotiate and execute a definitive agreement that will include terms related to ownership, compensation, royalties, copyrights, licenses, and other material terms pertinent to the use and distribution of the Property. All discussions and disclosures shall be treated as confidential in accordance with applicable law.

Confidentiality:

Each party agrees to keep all information disclosed during the negotiation confidential, except as required by law or with prior written consent. This confidentiality obligation shall survive termination of negotiations.

Intellectual Property Ownership:

Unless otherwise agreed in a definitive agreement, all intellectual property rights in the Property shall remain with the Licensor. The Licensee shall obtain only those rights and licenses explicitly granted.

No Binding Obligation:

This Letter does not obligate either party to enter into any transaction or definitive agreement, nor shall it create any liability or obligation, except for the obligations of confidentiality and exclusivity (if any) expressly set forth herein.

Exclusivity:

The parties agree that, during a period of 30 days from the date of execution of this Letter, they shall negotiate exclusively with each other regarding the subject matter of this Letter, and shall not enter into negotiations with any third party.

Legal Compliance and Governing Law:

The parties shall comply with all applicable federal, state, and local laws in connection with their activities under this Letter and any subsequent agreements. This Letter shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles.

Limitations of Liability:

Neither party shall be liable to the other for any consequential, incidental, indirect, punitive, or special damages arising out of or related to this Letter or any negotiations, even if advised of the possibility of such damages.

Termination:

Either party may terminate negotiations at any time by providing written notice to the other party. Termination shall not relieve either party of obligations accrued prior to termination, including confidentiality.

Counterparts and Electronic Signatures:

This Letter may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding.

SENDER'S SIGNATURE

Name: _____

Signature: _____

Date: _____

RECIPIENT'S SIGNATURE

Name: _____

Signature: _____

Date: _____

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