

## PERMISSION TO SCREEN

This Agreement is entered by and among Our Daily Bread Ministries® ("LICENSOR"), and ("LICENSEE") to obtain certain rights to publicly perform the documentary motion picture entitled JUNETEENTH: FAITH & FREEDOM.

## **GENERAL TERMS:**

Public Performance Rights are those granted for the public display of a film to an audience outside the privacy of your home. These types of screenings are typically for one time events, festivals, or semi-theatrical screenings.

## **RESTRICTIONS:**

No Admission Charge.

If Licensee is not charging admission to screening, an optional flat fee of \$100 (one hundred dollars) may be paid in full before screening.

- 1. LICENSOR hereby grants LICENSEE the non-exclusive, non-sublicensable, non-transferable right to conduct a Public Screening of the documentary JUNETEENTH: FAITH & FREEDOM. Any other use, display, showing, distribution, or other exploitation of the documentary JUNETEENTH: FAITH & FREEDOM without the prior written consent of LICENSOR is strictly prohibited.
- 2. OWNERSHIP: LICENSEE is granted no rights to the ownership of the documentary, JUNETEENTH: FAITH & FREEDOM or any materials of the documentary whatsoever. LICENSEE is granted no rights to modify or use any of the materials from the documentary, or any trademarks or other intellectual property rights with respect to the documentary, except as set forth in this AGREEMENT. LICENSEE is not authorized to reproduce the copyrighted work or any intellectual property rights in and to the trademarks of the documentary in any manner nor prepare derivative works based on the documentary. LICENSEE will not knowingly, nor will it encourage or assist a third party to challenge the validity or ownership of the copyright, trademark, or other intellectual property right of

LICENSOR or any of its affiliates.

LICENSEE will not utilize the trademarks or copyright-protected materials of the LICENSOR or any of its affiliates in any manner that would diminish its value or harm the reputation of the LICENSOR.

- 3. **JUNETEENTH: FAITH AND FREEDOM**: in an internal marketing or press materials for the Private Screening, Licensee must:
  - (a) Use the full and correct title of the Documentary.
  - (b) credit Producers Our Daily Bread Ministries®.
- 4. The LICENSOR hereby grants to the LICENSEE, without warranty, a limited, non-exclusive, non-transferable permission to screen the film JUNETEENTH: FAITH & FREEDOM, on the SCREENING DATE only, subject to the terms and conditions specified herein, as follows: The LICENSEE agrees that the FILM may be exhibited in more than one screening on the SCREENING DATE, but that permission for additional exhibition dates must be made to the LICENSOR by email or mail.
- 5. The LICENSEE agrees that is shall not permit the documentary JUNETEENTH: FAITH & FREEDOM to be duplicated, sold, loaned, transferred, televised or made available online or to any other party not contained herein at any time or in any manner other than as provided for in this AGREEMENT.

## 6. STANDARD TERMS:

- a. LICENSOR hereby represents and warrants to LICENSEE that LICENSOR is the owner of the documentary JUNETEENTH: FAITH & FREEDOM; that the LICENSOR has the full right, power, and authority to enter into this PERMISSION TO SCREEN AGREEMENT and to grant to LICENSEE all of the rights and licenses specified herein.
- b. LICENSEE shall comply with the provisions of the Universal Copyright Convention and the laws of the United States to protect the copyright of the documentary JUNETEENTH: FAITH & FREEDOM.
- c. LICENSEE agrees to defend, indemnify, and hold LICENSOR and each of its parents and subsidiary companies, affiliates, predecessors, successors and assigns and the respective officers, directors, agents, and employees of each harmless from and against all liability, losses, actions, claims, demands or damages of any kind or nature whatsoever which may arise out of LICENSEE'S use of the Documentary or breach of this AGREEMENT. LICENSEE agrees to give LICENSOR prompt notice of any claim proceeding and an opportunity to retain counsel at LICENSEE'S expense. This

indemnity shall survive the termination of this AGREEMENT.

- d. LICENSOR agrees to defend, indemnify, and hold LICENSEE and each of its parent and subsidiary companies, affiliates, predecessors, successors and assigns and the respective officers, directors, agents, and employees of each harmless from and against any and all liability, losses, actions, claims, demands or damages of any kind or nature whatsoever which may arise out of any breach or alleged breach of this AGREEMENT. LICENSOR agrees to give LICENSEE prompt notice of any claim or proceeding and an opportunity to retain counsel at LICENSOR'S expense. This indemnity shall survive the termination of this AGREEMENT.
- e. This AGREEMENT represents the entire understanding of the parties and shall be construed in accordance with the laws of the State of Michigan applicable to agreements fully executed and performed therein. The terms and conditions herein shall not be changed, amended, or modified unless in writing signed by an
- 7. By accepting delivery of the film JUNETEENTH: FAITH & FREEDOM from the LICENSOR, the LICENSEE acknowledges that it has read this contract, understood its terms, and has voluntarily accepted its provisions.

authorized signatory of both parties hereto.