

GRAHAM STREET PRODUCTIONS

14: Dred Scott Wong Kim Ark & Vanessa Lopez

1631 NE Broadway, #453
Portland, OR 97232
503.282.8683 (office)
503.284.0542 (fax)
licenses@grahamstreetproductions.com

- Please print out and read this document and fill in the blanks on Page 1 and 6. Signatures are required.
- Submit by fax to: 1-503-284-0542 (Portland, OR, USA), OR
- Scan and email to: licenses@grahamstreetproductions.com, OR
- Mail with payment to Graham Street Productions, 1631 NE Broadway #453, Portland, OR 97232.
- Payment can be made by credit card or Paypal account at <http://14themovie.com>
- Please direct any questions to the email address or call 503-282-8683. Thank you.

PUBLIC PERFORMANCE LICENSE AGREEMENT
for the documentary film
14: Dred Scott Wong Kim Ark & Vanessa Lopez

DATE: _____

1.0 PARTIES

This Agreement is made and entered into by and between:
GRAHAM STREET PRODUCTIONS (hereinafter "GSP")
1631 NE Broadway, #453
Portland, OR 97232
Contact: Anne Galisky
anne@14themovie.com
503.282.8683 (ph), 503.284.0542 (fax)

and

Organization Name _____
Screening Location _____
(hereinafter "Participant")
Screening Date _____
Charging Admission? Yes _____ No _____
Address _____

Contact Person: _____
Email: _____
Phone: _____

1.1 EXCLUSIVE BOOKING AGENT

GSP is the exclusive booking agent for "14: Dred Scott, Wong Kim Ark & Vanessa Lopez," hereinafter "14." GSP agrees to allow Participant to present and display "14" under the terms and conditions set forth below.

2.0 BOOKINGS

2.1 Participant must reserve "14" in advance, and pay the nonrefundable rental fee of **\$500.00 USD** (if not charging admission) **or \$1000.00** (if charging admission) to secure the reservation. The booking is not confirmed until GSP has received an executed copy of this Agreement and full payment.

2.2 **BOOKING PERIOD.** The booking period is as follows. All Bookings must be made at least three (3) weeks prior to the screening date.

Delivery Window:	To arrive one week before screening
Return Window:	To be returned one week after screening

2.3 **DELIVERY AND RETURN WINDOW.** The delivery and pick-up dates are approximate; “14” may arrive or be returned anytime within the designated window.

2.4 **SHOWINGS.** Participant is authorized to show “14” **one (1)** time(s).

2.5 **LOCATION.** “14” will be shown at the location listed on page 1.

3.0 FEES AND PAYMENT DATES

3.1 **PAYMENT TERMS.** The Participant agrees to pay the rental fee of \$500.00 USD (*if not charging admission*) or \$1000.00 (*if charging admission*) to secure the reservation. Participant must return the rental fee with the signed Agreement to confirm this Booking. Reservations that are not paid in full are not confirmed bookings.

3.2 **RENTAL FEE DUE DATE.**

The rental fee is due with the signed Agreement three weeks prior to the screening date.

4.0 SHIPPING ARRANGEMENTS AND DELIVERY

4.1 **SHIPPING ARRANGEMENTS.** All arrangements for transporting “14” to and from the Participant will be made by GSP and will be by USPS Priority Mail unless rush shipping is needed. (Additional cost for rush shipping to be paid by Participant.) The Participant agrees to notify GSP when “14” arrives, to test “14,” and to return “14” to GSP in the addressed package within one week after the screening.

4.2 **DELAYS IN SHIPPING.** Every effort is made to deliver “14” on the specified date. GSP shall not, however, be responsible for any damages or liability the Participant may incur or suffer as a result of any delay in delivery or failure to deliver “14” due to circumstances beyond GSP’s control.

4.3 **NOTIFICATION OF DAMAGE.** Upon delivery of “14,” the Participant must contact GSP immediately if any damage is noted. Under no circumstances may any alteration or repair to “14” materials or objects be undertaken without prior written permission from GSP.

5.0 PURPOSE

5.1 **ADMISSION FEES.** Admission fees are at the discretion of the Participant. However, Participant agrees that if charging admission, the rental fee of \$1000.00 will be paid to GSP.

5.2 **PUBLIC ACCESS.** Public access to “14” must not be denied to anyone on the basis of race, ethnicity, color, creed, religion, ability, sex, gender identity and expression, sexual orientation, national origin, citizenship or immigration status, or age. “14” must be screened in fully accessible locations.

5.3 **USE OF NAMES.** The name of “14” shall not be used in conjunction or connection with anything other than screening or related events, or for another purpose not specified in this Agreement, without the prior written approval of GSP.

5.4 **LOCATION.** “14” may only be screened at locations that comply with all fire, health, and safety codes applicable in the jurisdiction where the screening takes place. Participant agrees to provide sufficient staff at the screening to ensure that a peaceful, safe, and orderly environment prevails at all times before, during, and after the screening. Participant intends to screen “14” at the location/s listed on Page 1. Participant may not screen “14” at any other location without the prior written approval of GSP. Prior written approval from GSP must be secured by the Participant if “14” is to be shown at an alternate location or at more than one location during the booking period indicated in the Agreement.

5.5 COMPLETENESS / DUPLICATION. “14” must be presented separately and in its entirety. No component or portion of “14” may be omitted from “14” or displayed separately without prior written permission from GSP. No duplication of “14” or any portion or component thereof is permitted.

5.6 ADDITION / REMOVAL OF CONTENTS. GSP will determine the contents of “14.” No supplemental material may be added to nor components removed from “14” without prior written approval from GSP.

6.0 OWNERSHIP AND COPYRIGHT

6.1 OWNERSHIP. “14” is owned by GSP and GSP is permitting its use by the Participant subject to the terms of this Agreement. The Participant may not change the title or the logo of “14” without the written permission of GSP.

6.2 COPYRIGHT. GSP owns all copyrights to “14” and all its text, design, sound, and images. The Participant agrees that it has no ownership or copyright rights to “14” or “14” related materials. The Participant agrees to observe the copyright restrictions on all “14” materials.

7.0 SPONSORSHIPS

7.1 NATIONAL SPONSORS. GSP shall have the right to enter into an agreement with national sponsor/s, giving this sponsor complete national and local sponsorship rights in connection with “14.” The Participant agrees to accept this national sponsor and grant to the sponsor rights that shall include (but are not limited to) inclusion in a press conference; the right to hold a reception party at the sponsor’s expense; the national sponsor’s name on handbills, all on-site and off-site advertising as it relates to “14” and all materials created in connection with any such sponsorships, including, without limitation to, all advertising and marketing materials, and press releases. The national sponsor’s name shall be prominently displayed in “14.” Notwithstanding the establishment of a national sponsor for “14,” the Participant shall have the right to pursue and secure local sponsorship of Participant’s event/s.

7.2 LOCAL SPONSORS. The names of all local sponsors of “14” must be submitted to GSP in writing before their names appear on publicity materials. GSP shall have the right to approve local sponsors, to ensure that they are consistent with the message of “14.” Approval shall not be unreasonably withheld.

8.0 DAMAGE OR THEFT

The Participant agrees to notify GSP immediately of any damage or theft that occurs while “14” is in its possession.

9.0 CANCELLATIONS

9.1 CANCELLATIONS BY PARTICIPANT. Cancellations by the Participant must be submitted to GSP in writing. Participant will be responsible for any shipping and other expenses resulting from or related to the cancellation. Such fees shall be deemed by the parties to be liquidated damages and not a penalty.

9.2 CANCELLATIONS BY COMPANY. In the event that GSP determines, at its sole discretion, that further screenings of “14” are not in the public interest, GSP reserves the right to cancel the screening. GSP will notify Participant promptly of a decision to cancel the screening. In the event of a cancellation, GSP shall not be held responsible for any costs incurred by the Participant in preparation for showing “14.” GSP will return all deposits/payments to the Participant. No interest will be paid by GSP on refunded deposits/payments.

10.0 TECHNICAL REQUIREMENTS

Unless otherwise agreed, GSP will supply the Participant with one (1) DVD copy of “14” in English. Requests for alternate formats need to be made in writing to GSP. GSP will notify the Participant if a copy of “14” in the requested format is available and is not guaranteed to be available.

11.0 PRODUCT MATERIALS

GSP will provide the Participant with one (1) set of appropriate materials that can be adapted for local use, such as instruction, publicity/advertising, and educational materials if available, well in advance of “14” screening date. If additional materials are required, the Participant may purchase them from GSP if they are available.

12.0 ADVERTISING / PUBLICITY

12.1 ADVERTISING / PUBLICITY PACKET. GSP will provide the Participant with a packet of advertising and press materials. The Participant may use any of these materials without prior approval from GSP. The Participant may only add the following content to said materials: date, location, time, address, organization, organization mission, approved sponsors, and method for ticket purchase. Advertising will be the responsibility of the Participant.

12.2 COPIES OF ADVERTISING / PRESS MATERIALS. The Participant must provide GSP with copies of all press releases, all available press clippings and sample advertising materials no later than thirty (30) days after the "14" screening.

13.0 EVALUATION AND ATTENDANCE

The Participant agrees to track how many individuals attend each screening of "14" and to report that information to GSP on request. Participant agrees to complete an evaluation form provided by GSP, and will return the form to GSP with the "14" DVD.

14.0 CROSS INDEMNITY

GSP agrees to indemnify and to hold harmless the Participant from and against all damages, claims, suits, or other legal proceedings arising from or attributed to negligent or otherwise improper design or construction by GSP. The Participant agrees to indemnify and to hold harmless GSP from and against all damages, claims, suits or other legal proceedings arising from or attributed to negligent or improper operations or display by the Participant.

15.0 SEVERABILITY

If any provision of this Agreement, or portion thereof, or the application thereof to any circumstance shall be held to be invalid or unenforceable, the remainder of this Agreement and the application thereof to other circumstances shall nevertheless be valid. In lieu of such invalid or unenforceable provision, there shall be added automatically a provision as similar in terms to such invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

16.0 REMEDIES

Unless otherwise specified herein, all rights and remedies of the parties under this Agreement are cumulative of each other and of every other right or remedy which the parties may otherwise have at law or in equity, and the exercise by a party of any one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of any other rights or remedies. If any action is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to other relief to which he may be entitled.

17.0 AUTHORITY

GSP and the Participant each acknowledge that the officer executing this Agreement on its behalf has authority to enter into this Agreement on its behalf having full knowledge of this Agreement and its terms.

18.0 NOTICE

Any notice, demand, request, response or other communication contemplated herein or required or permitted to be given hereunder shall be in writing and (i) if by air courier (i.e., Federal Express), shall be deemed to have been given one (1) day after deposit with a recognized carrier of overnight parcels, with all charges prepaid; (ii) if by telecopy (facsimile), shall be deemed to have been given on the day of receipt; and (iii) if mailed, shall be deemed to be given five (5) days after the date when deposited in the United States Mail, certified mail, postage prepaid, to the address of the party to receive such notice, at such party's address as set forth below. All notices given other than as specified above shall be deemed effective upon receipt.

If to GSP to: Graham Street Productions
 Attention: Anne Galisky
 1631 NE Broadway, #453
 Portland, OR 97232

If to Participant to: Contact listed on Page 1

19.0 WAIVER

No delay on the part of either party in exercising any power or right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof or the exercise of any other power or right. No waiver by either party of any right hereunder or of any default shall be binding upon such party unless such waiver is in writing and signed by a duly authorized officer of such party, and no waiver of any default or failure by such party to exercise any right hereunder shall operate as a waiver of any other or further exercise of such right or of any further default.

20.0 ENTIRE AGREEMENT

This Agreement and documents specifically referred to herein, contains the entire understanding between the parties hereto concerning the specific subject matter herein contained. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed.

21.0 AMENDMENT

This Agreement may not be modified or amended except by written agreement executed by all of the parties to this Agreement at the time of such amendment.

22.0 ARBITRATION

This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon. All claims, disputes, and other matters in question between GSP and the Participant arising out of or relating to this Agreement shall be submitted to arbitration in accordance with the arbitration rules of the American Arbitration Association unless the parties mutually agree otherwise.

23.0 BINDING EFFECT

This Agreement may not be assigned by either GSP or the Participant without the express written approval of the other party, which approval may be withheld at such party's sole discretion. Subject to this prohibition against assignment, this Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns.

24.0 CAPTIONS AND SECTION HEADINGS

Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

25.0 FURTHER ASSURANCES

Each of the parties hereto agrees to perform any further acts and to execute and deliver any further documents that may be reasonably necessary to carry out the purpose or intent of the provisions of this Agreement.

26.0 INDEPENDENT CONTRACTOR

The parties hereto, for the purposes of this Agreement and the work performed hereunder, are acting as independent contractors and shall have no right, power or authority whatsoever to create any obligation, express or implied, on behalf of the other party and shall have no authority to represent the other party as an agent except as is specifically agreed herein.

27.0 APPROVALS AND SIMILAR ACTIONS

Except as otherwise specifically provided herein, where agreement, approval, acceptance consent or similar action is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

28.0 FORCE MAJEURE

Neither party shall be liable for any delays or failures in performance, in whole or in part (excluding payment of monies due), if such delay or nonperformance is due to any cause beyond its reasonable control, including, but not limited to, delays caused by the other party’s failure to perform or delay in performing its obligations under this Agreement, third party delay or non-performance, Acts of God, war, terrorism, insurrection, riot, civil disturbance, rebellion, government regulations, embargoes, explosions, fires, floods, tempest, strikes, lock-outs, labor disputes, failures in public supply of electrical power, heating, lighting, air conditioning or public telecommunications equipment.

29.0 COUNTERPARTS

This Agreement may be executed in one or more, each of which shall constitute an original, but all of which taken together shall constitute one single agreement between the parties hereto.

30.0 DISCLAIMER

This Agreement does not imply GSP endorses any political candidate, organization, activity, cause, opinion, or legislative bills.

31.0 CONTACTS

For general information on “14,” and questions regarding the terms and conditions within this Agreement, shipping, security, insurance, marketing, public relations, advertising, and/or sponsors please contact us at licenses@grahamstreetproductions.com or call 503.282.8683.

32.0 SIGNATURES AND CONFIDENTIALITY

The purpose of the preceding “14” Agreement is to set forth the terms and conditions under which GSP agrees to loan “14” to the Participant and to provide a mutual understanding of the cooperative effort required for the successful presentation of “14.” Each of the parties agrees to keep the terms and conditions contained in this Agreement confidential, and agrees not to disclose said terms and conditions to any third parties other than its representatives.

For Graham Street Productions:

Anne Galisky, Director and Producer

Date

For the Participant:

Authorized Signature

Date

Name (please print)

Title (please print)