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)

Please print out and read this document, fill in the blanks on pages #1 and #2 in the License Agreement (Exhibit B is a Sample only), and submit by fax to 1-503-284-0542 (Portland, OR, USA), scan and email to: licenses@grahamstreetproductions.com, or mail with payment to Graham Street Productions, 1631 NE Broadway #453, Portland, OR 97232. Please direct any questions to the email address. Thank you.

EDUCATIONAL USE LICENSE AGREEMENT

The following are the basic terms of the License Agreement (the "Agreement") between Graham Street Productions, LLC, with an address at 1631 NE Broadway, #453, Portland, OR 97232 USA ("Distributor"), and the undersigned ("Licensee"), in connection with the licensing of the documentary motion picture entitled ***14: Dred Scott, Wong Kim Ark & Vanessa Lopez*** (the "Picture"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. GRANT OF RIGHTS
Distributor grants the Licensee, and the Licensee accepts from Distributor subject to the terms and conditions below, the non-exclusive, limited license under the copyright and additional laws of the United States (hereinafter referred to as the "License") to possess a single copy, promote, and exhibit the Picture solely by the following: _____ (the "Licensee") in-house only, for non-theatrical exhibition (as such term is known in the industry) and/or educational use within an educational context in a classroom, gallery, library, lecture hall, museum, or similar context, by means of the DVD to be furnished by Distributor to Licensee. **This license allows for an unlimited number of screenings at one location (i.e. campus). The Licensee may not charge admission or use the Picture as a fundraiser with this license.** To do so requires a Single-Use License to Fundraise or Charge Admission (see Exhibit B) and an additional fee. **The Picture is available via On-Demand Video Streaming for Educational Institutions under a separate license.** Please contact us for more information regarding streaming licensing: **licenses@grahamstreetproductions.com**

2. PAYMENT
Licensee shall pay Distributor a non-refundable fee (the "License Fee") equal to the amount listed below applicable to the Licensee at the time of execution of this Agreement, payable in U.S. dollars (USD).

$125.00	**Middle and High Schools**
$225.00	**Nonprofits (including places of worship, per location)**
$375.00	**Colleges and Universities (per campus)**

That amount is: $_____.

3. DELIVERY
It is anticipated that following full execution of this Agreement and Distributor's receipt of the License Fee, the DVD will be shipped to Licensee within seven (7) business days. Delivery shall be made to Licensee's address as set forth below unless Licensee otherwise notifies Distributor in writing at the time of ordering. Licensee shall notify Distributor in writing specifying any defects in the DVD within 15 days of receipt. Any objections not made by Licensee within said time period shall be deemed waived.

4. RESTRICTIONS
The Licensee understands and agrees that the Picture licensed hereunder by the Licensee may not be: (a) sub-licensed to any third party without the prior written consent of Distributor, which, if granted, may be contingent upon payment of additional License Fee(s); (b) broadcast, cablecast, webcast or otherwise transmitted in any manner or media without the prior written consent of Distributor, which, if granted, may be contingent upon payment of additional License Fee(s); (c) loaned or transferred by the Licensee to any institutions, companies, venue, or individuals without prior written consent from Distributor, which, if granted, may be contingent upon payment of additional License Fee(s), and without notifying such institutions, companies, venues, or individuals of the foregoing restrictions, terms and conditions; or (d) duplicated, edited, repackaged or transferred to another format, including any analog, digital, or other electronic format, without the prior written consent of Distributor which, if granted, may be contingent upon payment of additional License Fee(s).

5. RESERVATION OF RIGHTS
The Licensee understands and agrees that the Picture is being licensed on a non-exclusive basis for use by Licensee only, in DVD format only, for educational purposes, with the copyright in the Picture remaining with the Distributor. All rights, including without limitation, all rights in and to the copyright of the Picture not expressly granted hereunder are reserved by Distributor.

6. ENTIRE AGREEMENT
This Agreement, together with the Standard Terms and Conditions attached hereto as Exhibit A and any one or more Single-Use License to Fundraise or Charge Admission(s), a sample of which is attached hereto as Exhibit B, both Exhibits A and B incorporated by reference hereby, shall constitute the entire agreement, with all prior or concurrent terms whether written or oral merged herein, between the parties regarding the subject matter hereto and may be amended only in writing signed by both parties. Signed as of the date first set forth herein below.

Licensee (Organization): _____

Date: _____

Signed By (individual): _____

Please print your name: _____

Title (e.g., president): _____

Address: _____

_____

Phone:_____ Fax: _____

Email: _____

GRAHAM STREET PRODUCTIONS, LLC By:_____

Title:_____

Date:_____

Exhibit A
Standard Terms and Conditions

Standard Terms and Conditions of the License Agreement dated on page 2 of the "Agreement" between Graham Street Productions, LLC ("Distributor"), and the licensee party thereto ("Licensee"). The Agreement and these Standard Terms and Conditions shall constitute the entire agreement between the parties. Capitalized terms used herein and not defined shall have the meaning so ascribed to them in the Agreement. To the extent that these Standard Terms and Conditions are inconsistent with the terms in the Agreement, the Agreement terms shall govern.

1) PROHIBITION AGAINST ASSIGNMENT: Without prior written permission of the Distributor, Licensee shall in no event sub-license or otherwise transfer the rights in this Agreement to a third party including, without limitation, to a sister or parent company. If permission is granted, Licensee shall remain primarily liable for its obligations hereunder. Distributor has the right to assign all or any rights hereunder to any third party or entity and Distributor has right to assign its rights to receive monies without consent of Licensee.

2) CUTTING AND EDITING: Licensee shall not make or authorize any modifications to the Picture or any other materials provided by Distributor hereunder, and shall not make or authorize deletions, cuts, alterations, additions, or other modifications in the Picture and the Picture materials in any manner without Distributor's prior written approval, nor shall Licensee delete the copyright notice or the talent, writing, producing, and directing credits or any other contractually required credits from the Picture.

3) LICENSEE WARRANTIES AND REPRESENTATIONS: As an inducement to Distributor to enter into this agreement and grant the License provided for herein, Licensee warrants and represents that (a) the person signing on its behalf is authorized to bind it to the terms of this Agreement; (b) the titles, credits, copyright, and trademark notices appearing on the DVD delivered by Distributor to Licensee will appear unaltered in all exhibitions of the Picture by Licensee; (c) it will not use, distribute, or exploit or authorize the use, distribution, or exploitation of the Picture in any manner not specifically authorized hereunder; and (d) in the event Licensee becomes aware of any infringement of copyright or Distributor's rights in and to the Picture, the Licensee will promptly advise Distributor of the same.

4) DEFAULT/TERMINATION: It shall be an event of default on the part of Licensee if: (a) Licensee shall fail or refuse to make the payment required to be made to Distributor pursuant to the Agreement; (b) Licensee breaches any representation, warranty, or covenant contained in the Agreement or these Standard Terms and Conditions; or (c) Licensee makes any assignment for the benefit of creditors, or seeks relief under any bankruptcy law or similar law for the protection of debtors, or suffers a petition of bankruptcy to be filed against it or a receiver or trustee to be appointed for substantially all its assets. In the event of such default, Distributor shall have the right to terminate this Agreement, and all rights granted hereunder, ten (10) business days after notifying Licensee in writing of such default unless Licensee cures said default within such ten day-period. Notwithstanding the foregoing, Distributor shall have the right to terminate this Agreement, and all rights granted hereunder, immediately if it appears to Distributor that the default is incapable of being cured.

5) INDEMNIFICATION: Licensee will, at its own cost and expense, indemnify Distributor, its principals, assignees, successors, and licensees and hold them free and harmless from any and all loss, damage, liability, and expense, including reasonable outside attorneys' fees, resulting from any material breach of any warranties, representations, covenants, or terms contained herein.

6) NOTICES: All notices required under this Agreement shall be in writing and delivered personally or shall be sent by certified or registered mail (return receipt requested), overnight courier service or facsimile with verbal and email confirmation of receipt to the address of the party for whom it is intended as set forth at the head of this Agreement or to such other address as such party may hereafter specify in a notice sent in accordance with the foregoing. Such notice shall be deemed received on the fifth day after it is sent by certified or registered mail, on the second day after it is sent by overnight courier service (i.e., next day) and on the day it is sent for notices sent by fax or personal delivery.

7) NO WAIVER: No waiver by either party of any breach of any provision of this agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant or provision.

8) FORCE MAJEURE: Failure by either party to perform its obligations or delay in such performance as a result of Acts of God, war (declared or otherwise) strikes, lock-outs, shortened working hours, other industrial action, machine breakdown, fire, flood, explosions, injunctions, judgments, adverse claims, or any other similar cause beyond its reasonable control shall not constitute a breach of the terms of this Agreement, PROVIDED THAT such party shall use all reasonable endeavors to resume the performance after the conditions (as aforesaid) causing such failure have ceased.

9) RELATIONSHIP OF PARTIES: Nothing herein contained shall constitute a partnership between, or joint venture by, the parties hereto or constitute either party as the agent of the other. Neither party shall hold itself out contrary to the terms of this paragraph. Neither party shall become liable by any representation contrary to the provisions hereof.

10) BINDING EFFECT: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, and assigns.

11) BENEFICIARIES: This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

12) GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflict of laws, and both parties hereby submit to the exclusive jurisdiction of the State and Federal Courts of the State of Oregon. Neither party shall contest this forum/law selection clause in the event a dispute arises between the parties and either party seeks judicial resolution.

13) COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement. This Agreement may be executed and delivered via electronic transmission (e.g., a facsimile or pdf file) with the same force and effect as if it were executed and delivered by the parties simultaneously in the presence of one another.

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Exhibit B – SAMPLE*
License to Fundraise or Charge Admission (per event)

***THIS IS A SAMPLE. IF AT ANY TIME YOUR ORGANIZATION WOULD LIKE TO CHARGE ADMISSION OR FUNDRAISE AT A SCREENING, PLEASE VISIT OUR WEBSITE TO OBTAIN A SINGLE-USE LICENSE TO FUNDRAISE OR CHARGE ADMISSION. http://www.14themovie.com**

License to Fundraise or Charge Admission (per event)

Under our standard Educational License Agreement, a Licensee may not charge admission at any screenings or use a screening as a fundraiser. If you would like to charge admission or use a screening as a fundraiser, for each event, you must:

1. Purchase either (and complete the License Agreement for) the "14" Educational License OR the Single-Use Educational License.
2. Fill out and return the License to Fundraise or Charge Admission (per event).
3. Pay a fee to fundraise or charge admission for each event.

This agreement is valid once Graham Street Productions, LLC, has received an executed copy of this License to Fundraise or Charge Admission and full payment equal to the amount listed below.

Please print out and read this document, fill in the blanks and 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. Please direct any questions to the email address. Thank you.

LICENSE TO FUNDRAISE OR CHARGE ADMISSION at a "14" Screening

1. DATE of SUBMISSION: _____

2. PARTIES
This Agreement is made and entered into by and between: GRAHAM STREET PRODUCTIONS, LLC (hereinafter "Distributor") 1631 NE Broadway, #453 Portland, OR 97232 Contact: licenses@grahamstreetproductions.com, 503.282.8683 (ph), 503.284.0542 (fax)

AND

_____(Your organization, hereinafter "Licensee")

_____(Street Address or P.O. Box)

_____

_____(City, State, Zip)

Contact Name:_____

Contact Title:_____

Contact Email:_____

Phone:_____

Fax:_____

3. EVENT

Licensee is authorized to show ***"14: Dred Scott, Wong Kim Ark & Vanessa Lopez"*** (the "Picture") _____ time(s) while charging admission or for use as part of a fundraising event:

Screening Date(s):_____

Screening Location(s): _____

Name of venue:_____

Street address:_____

_____

4. PAYMENT

Licensee shall pay Distributor a non-refundable fee (the "Single-Use Screening Fee") equal to the amount listed below at the time of execution of this Agreement, payable in U.S. dollars (USD).

That amount is: $100.00

5. ENTIRE AGREEMENT

This License to Fundraise or Charge Admission, together with the License Agreement and Exhibit A, Standard Terms and Conditions, dated as of _____ shall constitute the entire agreement, with all prior or concurrent terms whether written or oral merged herein, between the parties regarding the subject matter hereto and may be amended only in writing signed by both parties. Signed as of the date first set forth herein above.

Licensee (group):_____

Date:_____

Signed By (individual):_____

Please print your name:_____

Title (e.g., president):_____

Address:_____

_____

Phone:_____Fax:_____

Email:_____

GRAHAM STREET PRODUCTIONS, LLC By:_____

Title:_____

Date:_____