



Per U.S. Copyright Law, purchasing a DVD alone allows the rights for personal use, within a home setting. If you are interested in screening *Closure* for a private event, non-profit agency, educational institution, religious event, or adoption training, you will need to purchase the following Public Performance Screening License.

Instructions:

- 1) Please sign and return this contract via email to [info@closedocumentary.com](mailto:info@closedocumentary.com). This contract and one time license fee of \$150.00 will give you the public performance rights for the life of the media.
- 2) Please indicate a form of payment in your email. Preferred payment is by PayPal (using same email as above), and if you do not have a PayPal account we can issue you an electronic invoice from PayPal where you can pay by debit or credit card. If payment must be made by check, please indicate so and we will provide you with a mailing address. Once payment is received we will sign and return the executed license contract to you.

*Thank you and please let us know if you have any questions!*

# FOB & DONGLE PRODUCTIONS LLC

## Non-theatrical License Agreement

This Agreement contains the terms and conditions by which Fob & Dongle Productions (“Fob & Dongle”) has agreed to grant you a limited license for the non-theatrical exhibition of the following film:

### ”CLOSURE”

This license is currently only available to the following qualifying organizations:

Schools/Universities

Caravan parks and Camping grounds

Libraries

Churches

Non-profit agencies

and any other organization or non-theatrical venue which qualifies for a blanket license.

This is not an all-purpose general entertainment license for screening movies. The license is restricted according to the terms set out below and the details provided by you during application.

### 1. Defined Terms

Capitalized terms used in this Agreement have the following meaning:

**Commencement Date** means the date your License commences, being the date Fob & Dongle receives payment of the License Fee the first time you first apply for a License. If you pay by check this will be when cleared funds are received into Fob & Dongle’s account.

**Film(s)** means the feature film: ”CLOSURE” as available on DVD (or Blu-ray Disc, by request) or via electronic delivery (e.g. downloading or streaming) under license from Fob & Dongle.

**License** means the license which Fob & Dongle grants you as set out in Clause 2.1.

**License Fee** means the limited-use license fee which you shall pay to Fob & Dongle for the License, as set out in: Section 6. The exact License Fee payable will be determined based on the classification of your organization, the number and type of Sites and the size of the Permitted Audience.

**Permitted Audience** means, as applicable, the authorized guests, customers, students, patrons, passengers or attendees of a Site. The Fob & Dongle website means the website located at URL: [www.closuredocumentary.com](http://www.closuredocumentary.com) or such other addresses as Fob & Dongle may nominate.

**Purpose** means the sole purpose of your screening and performing the Film(s) at, on or within the Site(s) for the incidental entertainment of the Permitted Audience of each Site and no other persons, and not where the primary or predominant purpose of your organization is the screening of movies to or the entertainment of members of the public.

**Site(s)** means those sites, locations, premises or vehicles in the Territory which are managed and operated by you, and of the type permitted to be covered by a Fob & Dongle Public Performance License non-theatrical blanket license, and which you have listed in the License application to be covered by the License.

Any site, location, premises or vehicle which is either not expressly listed in the application or is not of a type licensed by Fob & Dongle under its non-theatrical blanket licenses, will not be covered by the License.

## **2. Grant of License**

**2.1** In consideration of you paying the License Fee and subject to you complying with the terms of this Agreement, Fob & Dongle grants you for the duration of the Term a non-transferable, non-exclusive license to exhibit and perform the Film within Site(s) for the Purpose.

**2.2** The License is granted strictly subject to the information you provided Fob & Dongle during the License application being true and accurate, including regarding the nature of your organization and operations, Site number, location and audience size. If any of those details are false or inaccurate the License is void. If any of those details change we ask you immediately notify Fob & Dongle of the changes via the notice provisions below.

**2.3** It is a strict condition of the License that you must not:

- (a) publicly screen or perform a Film to anyone other than the Permitted Audience or at any event which is advertised or promoted to people other than the Permitted Audience;
- (b) charge an admission or viewing fee, levy or charge to view a Film;
- (c) screen or perform any Film outside of a Site, or in such a manner that a Film may be visible to any members of the public outside of the Site;
- (d) conduct any advertising or promotion in connection with the screening of any Film (including TV & radio, newspaper and other print, letter box drop, flyers and electronic media) other than advertising which is restricted to the Site(s) and the Permitted Audience only. You may advertise generally on your website that the Film may be screened on a Site, provided that reference is made to screening restricted to the Permitted Audience only;
- (e) cause or authorize any advertising, promotional or other commercial material to be displayed immediately prior to, during or following any Film, or associate any screening of a Film with any sponsorship or charity;

(f) publicly perform, communicate, transmit, broadcast, distribute or otherwise make available any Film (or permit others to do the same) through any form of diffusion system, computer network or system whether open or closed (including without limitation the Internet) or telecommunications network, whether within a Site or outside of it;

(g) edit, dub, or alter any Film in whole or in part (including; credits, and copyright notices, trademarks and any relevant censorship notices); or

(h) conduct any screening of a Film outdoors, except, if you are a caravan park or camping ground operator, or included as a Site.

**2.4** Any unauthorized exhibition of a Film by you is an infringement of Fob & Dongle's rights, in relation to which Fob & Dongle reserves all its legal rights and remedies including the right to charge you additional fees as determined by Fob & Dongle in its sole discretion and immediately payable, and to suspend or cease future supply of rights.

**2.5** Fob & Dongle will deliver the Film directly to you in the manner and format mutually agreed to by the Parties at your expense. After expiration of the License, the copy of the Film must be delivered back to Fob & Dongle.

**2.6** Fob & Dongle's License includes the public performance of the music included in the Film. You are responsible for providing us all information or signed documents necessary to secure all clearances and making and/or collecting all payments to the relevant collecting societies (e.g. ASCAP, BMI, SESAC) for the public performance of any musical works or sound recordings contained in the Film.

If you are a school or educational institution, the following clause also applies:

In addition to screening the Film on Sites, you are permitted to screen and perform the Film to your Permitted Audience at locations other than Sites on official school camps, on official school buses operated or chartered by you, and during after-school care which is run by you, in accordance with this Agreement.

### **3. Term**

**3.1** This Agreement shall commence on \_\_\_\_\_ and continue until \_\_\_\_\_.

**3.2** You may renew the License for an additional term by contacting Fob & Dongle and paying for an additional license fee for the relevant term and number of Sites. Subject to Fob & Dongle's receipt of the negotiated renewal license fee, the License will be renewed and this Agreement will be deemed extended by an additional N/A.

**3.3** If the License is not renewed by expiration of the then current Term, this Agreement will expire on that date and you will no longer be permitted to exhibit any The Film on any Site unless you obtain and pay for a new non-theatrical license from Fob & Dongle via Fob & Dongle, LLC.

#### **4. Warranties**

**4.1** You warrant and represent that the details and information provided by you in applying for this non-theatrical public performance license are true and accurate and agree that you are prohibited from using any pirated or illegal material in connection with the Film licensed under this Agreement including electronic or digital copies of such material.

**4.2** Fob & Dongle warrants that:

(a) it owns or controls the rights to grant licenses for the non-theatrical public performance of the Film(s) in the Territory and is authorized to enter into this Agreement; and

(b) the public performance rights to each musical composition and sound recording embodied in the Film(s) are either (i) available for license through the requisite performing rights organization i.e., ASCAP, BMI, SESAC); (ii) in the public domain in the Territory; or (iii) controlled by Fob & Dongle to the extent necessary to permit you to exercise the rights licensed in this Agreement without additional payment for such rights.

(c) all other personality and/or intellectual property rights relating to the Film(s) are controlled by Fob & Dongle to the extent necessary to permit you to exercise the rights licensed in this Agreement without additional payment for such rights.

**4.3** Except as expressly set out in Clause 4.2, or as implied by law, Fob & Dongle gives no warranty or makes any representation about the Film.

#### **5. Notification and Withdrawal**

**5.1** Fob & Dongle may withdraw the Film from the License because of any dispute, claim or liability relating to the Fob & Dongle's ability to supply such Film under this Agreement, or where Fob & Dongle no longer has the right to license the Film (for example where an actor or composer withdraws the rights from Fob & Dongle). Fob & Dongle will notify you of any such withdrawn Film and following such notice you must not exhibit or perform the Film on any Site.

**5.2** Except as provided for by law, neither Fob & Dongle nor its affiliates, employees, officers and agents will have any liability to you whether in contract, tort or otherwise in respect of any loss, damage or liability (including consequential loss or damage, loss of profits or economic loss) which maybe suffered or incurred by you or which may arise directly or indirectly in connection with any withdrawn Film or Fob & Dongle's failure to comply with its obligations under this Agreement.

**5.3** Any notice to be given hereunder will be in writing and addressed to the party and address stated below, or such other address as the party may designate from time to time by written notice in accordance with this section.

## **6. License Fee**

**6.1** In consideration of the rights granted to you under this Agreement, you will pay Fob & Dongle the following License Fee: \$150.00 . This License Fee excludes, or delivery/shipment costs. License fee covers rights for the life of the media, unless otherwise stated in **Section 3.1**.

At completion of the License application process Fob & Dongle will send you a tax invoice for the License Fee by email or courier mail.

**6.2** If you require additional Sites to be added to the License part way through the Term, you must contact Fob & Dongle with the details of the sites to be added. You will then be contacted regarding whether an additional License Fee is required for such sites. Upon payment of the additional License Fee, (or notification that payment is NOT required) the additional locations shall be deemed included within the meaning of "Sites".

**6.3** Fob & Dongle reserves the right to review and adjust the License Fee payable prior to you renewing the License.

**6.4** All payments due under this Agreement must be made by credit card via the Fob & Dongle Website or, where permitted, by check, direct debit, PayPal or by such other method as Fob & Dongle may approve. Where you pay by credit card, payment is due at the time of making your License application or renewal via the Fob & Dongle Website. Where you pay by check, direct debit or PayPal, payment is due within four teen (14) days of receiving Fob & Dongle's invoice.

## **8. Termination**

**8.1** Fob & Dongle may terminate this Agreement in whole or in part by written notice if you:

(a) commit a material breach and, where such breach is capable of cure, you fail to remedy the breach within thirty (30) days of receiving Fob & Dongle's notice specifying the breach and requiring its cure; or

(b) become insolvent or are unable to pay your debts; propose a voluntary arrangement; have a receiver, administrator or manager appointed over the whole or part of your business; if any petition is presented, application or order made or resolution passed for your winding up or dissolution; if you enter or propose to enter into any composition or arrangement with your creditors (or any of them); or cease to carry on business.

**8.2** Fob & Dongle's rights to terminate under Clause 8.1 are without prejudice to its other rights and remedies in respect of such breach or default.

**9. General**

**9.1** Fob & Dongle may vary or amend the terms of this Agreement at any time. Any variations will become effective upon posting on the Fob & Dongle Website.

**9.2** This Agreement is governed by the law of the State of Washington and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of that State.

**9.3** This Agreement constitutes the entire agreement between the parties. Any amendment may only be made by written agreement between the parties. No waiver by either party or default of the other party in any one instance shall be construed as a waiver of any term or condition or default for the future. Headings used in this Agreement are for ease of reference only and are not to be used to interpret any aspect of this Agreement.

**9.4** You are not an agent or representative of Fob & Dongle and this Agreement does not constitute a joint venture or partnership between the parties. The parties are independent contractors.

**9.5** The License is specific to you and you are prohibited from sublicensing, assigning, or mortgaging your rights, interests and/or obligations under this Agreement.

**9.6** Each party shall keep confidential the terms of this Agreement, except for disclosing it to their professional advisers (and then only under obligation of confidence) or as required by law.

**9.7** This Agreement may be executed in two counterparts, each of which will be an original and together which will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on \_\_\_\_\_ day of \_\_\_\_\_, 2015, by persons duly authorized.

LICENSOR: FOB & DONGLE, LLC

LICENSEE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Bryan Tucker

Printed Name:

Title:

Title:

Organization: