



TO SCREEN "GOT THE FACTS ON MILK?" AT AN EVENT,
PLEASE FILL OUT THIS FORM AND
EMAIL IT BACK TO US AT INFO@MILKDOCUMENTARY.COM OR
FAX IT TO US AT (310) 388-1403

Name: _____ Date of Your Request: _____

If you are making this request on behalf of a company, the company name: _____

Address to contact you: _____

Your phone number: _____

Your email: _____

TERMS AND CONDITIONS

This Public Performance Agreement ("Agreement"), when signed by both parties, shall govern the terms and conditions under which Got the Facts on Milk? LLC ("Licensor") will license the motion picture "Got the Facts on Milk?" ("Motion Picture") to you or your company indicated above (collectively, "Licensee") for a screening. All decisions on whether to countersign/accept this request for a license shall be solely in the Licensor's discretion, and there shall be no license unless and until this request is countersigned by Licensor.

1. Name of the Event: _____ (the "Event").

2. Description/Purpose of the Event: _____

3. Event Date: _____

4. Event Location: _____

5. Number of Persons Expected to View the Film: _____

6. Number of Exhibitions You Are Requesting: _____



7. License Fee: US\$3.00 per person, per exhibition, with a "Minimum Guaranty" of \$300. The Minimum Guaranty is payable upon execution of this Agreement, and no later than 7 days prior to the Event. The motion picture Copy shall not be delivered to Licensee until Licensor has received the full Minimum Guaranty.
8. Format of Deliverables: Licensee hereby requests the following deliverables: a copy of the Motion Picture in _____ format (the "Copy"), _____ [number] of postcards and _____ [number] of posters of the Motion Picture. Licensor shall make reasonable efforts to provide the above post-cards and posters, but the provision of these items is not required.
9. Display of Postcards and/or Posters: If provided by Licensor, then Licensee shall prominently display the Postcards and Posters of the Motion Picture on each day of the Event on which the Motion Picture is exhibited. The Postcards and Posters may also be displayed on other days for the advertising and promotion of the film. None of the materials provided by Licensor shall be used by Licensee or any third party on its behalf to express, suggest or imply an endorsement by the Motion Picture, its representatives or participants of the Event or of the sponsors of the Event.
10. Rights Granted: Provided that the above fees are paid to Licensor, and the other terms and conditions of this Agreement are met, Licensor hereby grants to Licensee the non-exclusive right, license and authority to publicly perform the Motion Picture. Such performance is licensed solely for the Event, for the number of exhibitions set forth above. Licensee shall use the Copy solely in connection with the Event within the license granted, and not for any other purpose. Licensee shall not copy, transmit, sublicense, transfer or otherwise exploit the Motion Picture or the Copy in any manner or format not expressly authorized herein.
11. No Disparagement: Licensor represents and warrants that it will not use the Copy in connection with any illegal actions, or to disparage the Motion Picture or otherwise in connection with an event that is likely to cause disrepute or negative publicity to the Motion Picture, the Licensor or its officers, employees or representatives.
12. Return of the Copy: Licensee shall be responsible for returning the Copy to Licensor, along with any additional payments due to Licensor, within seven days of the end of the Event. Failure to timely return the Copy or remit the amounts due to Licensor shall constitute, among other things, a breach of this agreement and a copyright violation. Licensor shall have all rights in law or equity, including the right to refuse any further provisions of the Motion Picture or any



other motion pictures to Licensee, and shall have the right to repossess the Copy, in which Licensee retains a security interest and lien.

13. Miscellaneous: Licensor shall indemnify and hold Licensee harmless from any and all claims, liabilities, losses, damages and expenses, arising from any act or omission relating to the Event. This Agreement, when signed by both parties, shall comprise the entire agreement between the parties with regard to the subject matter hereof. This Agreement shall not be assignable by Licensor. A waiver by Licensee of any breach or default by Licensor shall not be construed as a waiver of any other breach or default by Licensor.

14. Governing Law: This Letter Agreement shall be governed under the laws of the State of California, without regard to conflict of law provisions. Any disputes arising under this Agreement shall be resolved in the exclusive venue of the applicable court sitting in Los Angeles County, California. The prevailing party shall be entitled to recover its attorneys' fees and costs.

If the terms of this Agreement are acceptable to you, please have an authorized representative sign in the space provided below. **This document shall not be effective until signed by each of the parties.**

Very truly yours,

On behalf of Got the Facts on Milk? LLC

AGREED TO AND ACCEPTED:

By: _____

Print: _____

Title: _____

Date of Signature: _____