

SCREENING AGREEMENT

Date: _____, 20__ (“Effective Date”)

Licensor: Dana & Sarah Films LLC, at PO BOX 7167, Santa Cruz, CA 95061 (“Licensor”)

Licensee: _____ (“Licensee”)

This agreement (“Agreement”) is made as of the Effective Date, and shall set forth the terms by which Licensor shall license to Licensee certain “Rights” (defined herein below) in and to the documentary motion picture currently entitled “Goshen” (“Picture”), produced by Licensor. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **BASIC TERMS**

- a. Picture: “Goshen,” directed by Dana Richardson and Sarah Zentz, with a total running time of eighty-five (85) minutes
- b. Screening Date(s): _____ [ANTICIPATED DATE(S) OF SCREENING]
- c. Screening Location(s): _____
- d. Format: _____
- e. License Fee: A flat US\$250, payable
 - i. US\$ _____ upon execution of this Agreement; and
 - ii. US\$ _____ no later than _____ days prior to the Screening Date, but in no event later than _____, 20__

2. **RIGHTS:** Subject to payment of the License Fee herein above, Licensor hereby grants to Licensee the non-exclusive right to conduct one screening of the Picture (individually and collectively, “Screening”), only on the Screening Date(s) and at the Screening Location(s) set forth above, in connection with _____, an event owned by Licensee. Licensee agrees to meaningfully consult with Licensor regarding the promotion and/or advertising of the Screening (with Licensor having final decision making approval in the event of a disagreement) and agrees to abide by all third-party restrictions and obligations (if any) with respect thereto.

3. **SPECIAL ENGAGEMENT SCREENING:** Notwithstanding anything to the contrary herein, Licensee agrees that the Screening shall be labeled as a “Special Engagement Screening,” including, without limitation, in all advertising and promotions therefor.

4. **MATERIALS**

- a. Delivery: Licensor shall deliver a screener (“Screener”) in the Format set forth herein above, upon payment of the first installment of the License Fee, but in no event later than _____, 20__, to _____. If requested by Licensee, Licensor shall also provide promotional and advertising material for use solely in connection with the Screening (with the Screener, collectively referred to herein as “Materials”). All costs of delivery of the Materials shall be at Licensee’s sole cost and expense.
- b. Return of Materials: Licensee agrees to promptly return all Materials to Licensor upon completion of the Screening, but in no event later than fifteen (15) days after the Screening, at Licensee’s sole cost and expense. The Materials shall be returned in substantially the same condition as such were in when delivered to Licensee. Failure to comply with this Paragraph 4(b) shall be deemed a material breach of this Agreement, entitling Licensor to all available remedies,

including, without limitation, immediate termination of this Agreement, injunctive relief and statutory damages.

- c. No Copies: Licensee agrees that it shall not, nor authorize others to, make copies of or duplicate either in whole or in part, the Picture, the Screener and/or any other Materials without the prior written consent of Licensor. For purposes of clarification, any such unauthorized copying shall be deemed a material breach of this Agreement and shall entitle Licensor to all available remedies hereunder, including, without limitation, immediate termination of this Agreement, injunctive relief and statutory damages. Licensee shall prohibit the entry of cameras (including, without limitation, camera phones) and/or other recording devices into the Screening.

5. MISCELLANEOUS TERMS

- a. Confidentiality/Publicity: Licensee hereby acknowledges and agrees that Licensee shall not directly or indirectly issue or permit the issuance of any publicity or disclose any information concerning this Agreement, the Picture, Licensor, or Licensor's business or production methods except for such information as is reasonably necessary for the advertising and/or promotion of the Screening. In any publicity issued by Licensee in connection with the Screening, Licensee agrees that all references to Licensor will not be disparaging in any way to the Picture and/or Licensor. For the avoidance of doubt, Licensee's confidentiality and publicity restrictions hereunder shall apply to any and all media whatsoever, including, without limitation, any social networking site, micro-blogging service, online forum, personal website or blog, or user-generated or user-uploaded content website (e.g., Facebook, Twitter, Google+, Instagram, etc.).
- b. No Partnership: Nothing contained herein shall constitute a partnership between or joint venture by the parties or constitute either party as the agent of the other. For purposes of clarification, Licensee shall not have the right or authority to bind Licensor to any agreements, commitments or obligations on behalf of Licensor without Licensor's prior written consent in each instance.
- c. Ownership: Nothing contained herein shall be deemed to affect in any event Licensor's ownership in and to the Picture. Licensor does not grant any rights to Licensee other than as specifically set forth herein.
- d. Licensee Representations and Warranties: Licensee hereby represents and warrants (i) it has full right and power to enter into this Agreement and perform its obligations hereunder; (ii) it shall adhere to any and all publicity and advertising restrictions of Licensor and/or any other third party in connection with the Picture; and (iii) it shall be solely responsible for payment of any public performance royalties payable in connection with the Screening.
- e. Indemnity: Licensee shall indemnify and hold harmless Licensor, its parent, affiliate and subsidiary companies and their directors, employees, agents, shareholders, licensees and assigns from all claims, liabilities, damages, costs and reasonable legal fees arising from the Screening and/or the advertising and promotion thereof, and any breach of any warranty, representation or agreement made by Licensee in this Agreement.
- f. Licensee's Remedies: Licensee expressly understands and agrees that if Licensor breaches this Agreement, the damage, if any, caused Licensee thereby will not be irreparable or otherwise sufficient to entitle Licensee to injunctive or other equitable relief. Licensee agrees that the rights and remedies available to Licensee in any such event shall be strictly limited to the right, if any, to recover actual monetary damages (if any) in an action at law, and Licensee shall not be entitled by reason of any such breach to restrain Licensor's exercise of any of Licensor's rights hereunder or to restrain the exhibition or exploitation of the Picture.
- g. Licensor's Remedies: It is agreed and understood that any breach of this Agreement by Licensee shall cause irreparable harm and damage to Licensor, thereby entitling Licensor to any and all remedies available at law or in equity, including, without limitation, the right to immediate termination hereof, and all other forms of injunctive relief. The waiver by Licensor of any breach of this Agreement by Licensee shall not constitute a waiver of any subsequent breach. Any waiver must be in writing to be effective.
- h. Assignment: Licensor shall have the right to assign this Agreement (or any of its rights hereunder) to any person, firm or corporation. This Agreement shall not be assignable by Licensee, and any purported assignment thereof shall be null and void from the making thereof.

- i. Severability: Nothing contained in this Agreement shall require the commission of any act, or payment of any monies, which is contrary to an express provision of law or contrary to public policy. If there shall exist any conflict between any provisions contained herein and any such law or policy, the latter shall prevail; and the provision or provisions herein affected shall be curtailed, limited or eliminated to the extent (but only to the extent) necessary to remove such conflict; and as so modified this Agreement shall continue in full force and effect.
- j. Governing Law/Arbitration: The terms and conditions of this Agreement shall be interpreted and governed by California law applicable to contracts entered into and to be wholly performed in California without reference to choice of law rules. The parties consent to the jurisdiction of the courts of the State of California in the City and County of Los Angeles or the federal courts of the United States located in the County of Los Angeles. Any dispute arising hereunder shall be resolved solely through binding arbitration conducted in Los Angeles, California under and pursuant to the commercial arbitration rules of the American Arbitration Association (“AAA Rules”), as said rules may be amended from time to time with rights of discovery if requested by the arbitrator. Such rules and procedures are incorporated and made part of this Agreement by reference. It is agreed that the arbitration shall be before a single arbitrator familiar with entertainment law. The prevailing party in such arbitration shall be entitled to recover its attorneys’ fees and costs incurred in connection with such arbitration. Any award shall be final, binding, and non-appealable. The parties agree to accept service of process in accordance with AAA Rules. The parties hereby expressly waive any and all rights to appeal, or to petition to vacate or modify, any arbitration award issued in a dispute arising out of this Agreement. Each party hereby irrevocably submits to the jurisdiction of the state and federal courts for the County of Los Angeles in connection with any petition to confirm an arbitration award obtained pursuant to this Paragraph. The arbitration will be confidential and conducted in private, and will not be open to the public or media. No matter relating to the arbitration (including but not limited to, the testimony, evidence or result) may be (i) made public in any manner or form (ii) reported to any news agency or publisher (iii) disclosed to any third party not involved in the arbitration.
- k. This Agreement may be executed in one or more counterparts and may be executed and delivered by facsimile or other electronic transmission and/or by PDF signature. This Agreement expresses the entire understanding of the parties hereto and replaces any and all former agreements, negotiations or understandings, written or oral, relating to the subject matter hereof, and may not be amended unless by a written agreement signed by both parties hereto.

AGREED AND ACCEPTED:

 Dana & Sarah Films LLC
 By: _____
 Its: Authorized Representative

 By: _____
 Its: Authorized Representative