

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, by and between The University of Memphis on behalf of its Mississippi Valley Collection, The University of Memphis Libraries, hereinafter referred to as "Archive," and _____ hereinafter referred to as "Licensee," and having an address of _____.

WITNESSETH

A. SPECIFIED FOOTAGE

Archive hereby grants to Licensee, without any representations or warranties of any kind, expressed or implied, a non-transferable license to use the film Footage described in Schedule A attached hereto (hereinafter referred to as "Footage") for a period of ten (10) years from the date of this agreement with an option to renew for the same price and term.

B. RESTRICTED USE

Footage is restricted to use only in and as part of the production entitled "_____", hereinafter referred to as "Production" for exhibition in the "Media" described in Schedule A. Footage shall not be used for any other purpose or purposes whatsoever. Licensee shall not make any reproduction of or from Footage whatsoever, in whole or in part, except for use in and as part of the Production as herein specified, or for purposes of publicity or promotion of Production.

C. RELEASES

Licensee shall not have the right to use Footage provided by Archive without obtaining all required individual authorizations, releases, consents, clearances and licenses (hereinafter referred to as "Releases") as may be necessary with respect to the use of Footage as herein contemplated. Licensee shall pay any fees and other payments required in connection with Releases and furnish Archive with copies of all such Releases.

D. COSTS

Licensee shall pay all costs arising in any way by reason of the license granted hereunder including screening, processing, laboratory, transfer and shipping charges in connection with the manufacture of any pre-print material and

positive prints and video copies of Footage, and the costs involved in replacing any lost or damaged materials delivered to Licensee.

All work related to the provision of Footage shall be performed, supervised or delegated by Archive. No guarantee is made for the work performed by Archive. All work shall be done on an available-time basis, and viewing and research access shall be afforded on the same basis. No Footage shall be provided except in accordance with the policies and procedures of Archive.

E. RETURN OF MATERIALS

Upon completion of the use permitted hereunder, Licensee shall return all pre-print material, positive prints and video copies of Footage to such location as Archive shall designate within thirty (30) days of the first exhibition of the aforementioned Production. Licensee shall be charged full license fee for all Footage retained, regardless of whether Footage has been incorporated into the aforementioned Production.

F. ADVERTISING

Licensee shall not use the name of The University of Memphis and/or Mississippi Valley Collection, The University of Memphis Libraries, in connection with the distribution, advertising or publicizing of the aforementioned Production without the prior written consent of Archive, except as described in provision I below, "CREDIT."

G. WARRANTIES

Licensee represents and warrants that the incorporation of Footage into Production shall in no way affect Archive's continued and separate copyright ownership of the materials from which Footage was taken and that the copyright ownership of Archive shall not merge with Production nor deprive Archive of its copyright ownership.

H. INDEMNIFICATION

Licensee shall indemnify, defend and hold Archive and its officers, directors, agents, employees, representatives, associates and affiliates and each and all of them harmless from and against any and all costs arising out of any claim whatsoever, whether or not groundless, which may arise directly or indirectly, by reason of Licensee's use of Footage.

I. CREDIT

Licensee agrees to credit Archive as the source of Footage licensed hereunder in the official credits and acknowledgments of the aforementioned Production, plus any other credit specified on Schedule A, as follows:

MISSISSIPPI VALLEY COLLECTION
THE UNIVERSITY OF MEMPHIS LIBRARIES

J. COPY OF PRODUCTION

Licensee agrees to donate to Archive one (1) copy of the release version of the aforementioned Production on the release format _____ as well as one (1) VHS viewing copy for footage/usage verification. These copies shall be shipped to Archive at the expense of Licensee no later than ten (10) days after the completion of Production, and shall permit its unlimited educational and non-commercial use strictly within Archive on a royalty-free basis.

K. LICENSEE FEE

Licensee shall pay the Archive a License Fee as specified in Schedule A per second for the use of Footage as herein provided in provision B above, "RESTRICTED USE." The License Fee is being determined by the Archive administration. License Fee is subject to State of Tennessee sales tax.

Any minimum License Fee as specified in Schedule A shall apply to the aforementioned License Fee. This minimum License Fee shall be due and payable at the time Footage is ordered from Archive.

Within one (1) week of the final editing of Production (regardless of the actual or anticipated release/air date), Licensee shall report to Archive the amount of Footage included in production. Licensee shall then be billed for any License Fees due the Archive over and above the minimum License Fee already paid to Archive. The minimum License Fee is non-refundable in the event none of Footage is used in the Production.

The following discounts shall apply to the aforementioned License Fee:

1. 20% off the total License Fee if three or more minutes of Footage are used in Production.
2. 30% off the total License Fee if five or more minutes of Footage are used in Production.
3. 50% off the total License Fee if ten or more minutes of Footage are used in Production.

L. PAYMENT DUE

Within thirty (30) days of receipt of an invoice from The University of Memphis Bursar's Office, Licensee shall render payment due Archive in the form of a check made payable to The University of Memphis.

M. GOVERNING LAW

This Agreement and all matters or issues material hereto shall be governed by the laws of the State of Tennessee applicable to contracts performed entirely therein.

N. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties related to the subject matter herein contained, and it cannot be changed or terminated orally.

THE UNIVERSITY OF MEMPHIS

LICENSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A

Schedule A of Footage License Agreement dated _____ between
Archive and Licensee in connection with Production
entitled _____.

1. FOOTAGE.
2. MEDIA.
3. OTHER FORMATS
4. LICENSE FEE.

Per second: \$ _____

Minimum: \$ _____