

Institutional Performance License Agreement

Effective Date: _____ Expires: _____

This Agreement by and between Holt Hamilton Films, having an office in Mesa, Arizona (“Licensor”), and _____ located at _____ (“Licensee”).

WHEREAS, Licensor is the business of producing and distributing multimedia titles: and

WHEREAS, Licensor desires to license to Licensee, and Licensee desires to license from Licensor, on the terms and subject to the conditions of this Agreement, the limited institutional performance rights to the motion picture _____ (“Movie”).

NOW, THEREFORE, in consideration of the foregoing and mutual agreements hereinafter contained, and subject to certain conditions as described herein, the Parties agree as follows:

1. Grant.

- (a) Licensor hereby grants to Licensee a non exclusive right to publicly show the Movie at the location listed above, subject to the conditions set forth in this Agreement; and
- (b) Licensee shall be permitted to show the Movie for the duration of **ONE (1) YEAR** starting on the Effective Date listed above.

2. Restrictions. This License does not grant the Licensee the right to:

- (a) duplicate, copy, modify or otherwise alter, incorporate into materials or create any derivative work based upon, in any manner whatsoever, in whole or in part, the Movie (or any portion thereof);
- (b) make any other use of the Movie other than as expressly authorized herein;
- (c) re-record the Movie;
- (d) sublicense, transfer, assign, sell, rent, lease, share, lend, publish, disclose, display or make accessible, distribute, provide, or otherwise convey, or grant any security interest in, the Movie (or any portion thereof) to, or use the Movie (or any portion thereof) on behalf of, any third party;
- (e) claim ownership of the Movie represented under this Agreement; or
- (f) show to groups of individuals that exceed the amount of individuals who are designated in paragraph 3 of this Agreement.

In addition to, and without limitation of the foregoing, Licensor explicitly reserves all rights not expressly granted to Licensee hereunder.

- 3. Fees.** Licensee shall pay a one-time fee to Licensor of **Three Hundred and Fifty Dollars (USD \$350)**. This fee shall give the Licensee the right to show the Movie to a total of UNLIMITED individuals per showing. Licensee shall have the right to show the Movie for UNLIMITED time(s) during the term of this agreement. Licensee shall not be

permitted to show Movie until Licensor receives license fee from Licensee. This license does NOT cover showings where an admission is charged. Advertising by Licensee through the media such as radio, television, print or social media, is allowed.

4. **Controlling Law.** This Agreement shall be controlled, construed and given effect by and under the laws of the State of Arizona. It is the intent of the parties that the Agreement be enforced to the fullest extent permissible under applicable laws and public policies. The invalidity, illegality, or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid, illegal, or unenforceable provision had been omitted.
5. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplemental, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.
6. **Waiver.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
7. **Binding Effect.** This Agreement shall be binding upon all parties hereto and upon their respective executors, administrators, legal representatives, successors, and assigns.
8. **Amendment.** This Agreement may only be amended or revoked by written amendment signed by both parties.
9. **Attorney's Fees.** In the event that a party must retain an attorney to enforce this Agreement, or in the event of the litigation which arises as a result of any controversy, dispute, breach or construction of this Agreement, the prevailing party shall be entitled to recover, from the other party, all costs, expenses, and reasonable attorney's fees incurred in connection with the enforcement efforts or litigation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month, and year first set forth above.

Licensor
Authorized Representative

Licensee
Authorized Representative

Travis Hamilton

