



www.PalominoPro.com
e-mail: info@PalominoPro.com

CONTRACT-AGREEMENT FOR NON-COMMERCIAL PUBLIC PERFORMANCE RIGHTS (PPRs) Educational Institutions

By purchasing an Educational Institutions copy of a Palomino Pro, LLC (dba “Palomino Productions”) film, you (“Purchaser”) agree to the following:

Purchase:

This Agreement constitutes a non-exclusive, non-transferable license to use the purchased film(s) (“the films”) for the consideration of the purchase price. If you are an educational reseller, the license and its rights can only be transferred by notifying Palomino Productions of the identity of the final Purchaser and insuring the final purchaser has access to a copy of this agreements.

Public Performance Rights:

Public Performance Rights (PPRs) enable the Purchaser of the films to show it to a public audience – for example, in a public meeting, or group showing at a library or museum – as opposed to individual home use or use by a single viewer in a study carrel. Purchase of Palomino Productions films for Educational Institutions does include PPRs allowing the film to be shown to Authorized Users (SEE BELOW). The purchase of our films does not include the right to show them in a setting where admission fees are charged to the general public to view the film. Screenings that include the charging of admission fees require a separate Commercial Use license.

Authorized Users at an academic institution are the institution’s currently enrolled full- or part-time students, employees, faculty, staff, affiliated researchers, and visiting scholars. Authorized Users at a public library include library car-holders from within the defined, local geographical region served by the library and not people from outside that region who purchase or otherwise obtain membership. Authorized Users at a museum include museum ticket holders or walk-in patrons; they can access the films while physically present at the site. Authorized Users at a non-profit institutional setting, such as foundations and cultural institutions, can view the films as part of the institution’s presentations but not in a setting where admission is charged to view the film.

Showing a Film on Closed-Circuit Television or Distance Learning Systems

We permit traditional (wired) closed-circuit transmission of our films within one building or one contiguous campus only. Additional rights must be negotiated if you wish to transmit the films to off-site buildings, branch campuses or other locations. The cost of such rights is related to the number and distance of the locations involved but is usually quite reasonable.

Editing or Modifying the Purchased Films, or Including Portions of It in a Composite Video or PowerPoint Presentation:

This is forbidden. We do not allow the editing or altering of any of our films in any way, without prior written authorization from Palomino Productions. Nor do we allow the videotaping, duplicating, or copying of our films in any form or medium whatsoever. Unauthorized copying violates copyright laws, and violations can be subject to severe penalties.

Archival of Backup Copies of the Purchased Films:

While duplication is not permitted, discounts are available for archival or additional copies. Archival copies may not be circulated but must be held in reserve in case something happens to the circulating copy. One set of archival copies can be purchased for 10 percent of the original purchase price. Discounts are also available if you wish to have multiple circulating copies of the same films.

Replacement Copies:

If a DVD, or its accompanying CD (if any), is lost, stolen, or becomes damaged, we will replace it at a cost of \$25 plus shipping & handling (S&H).

Warranties:

Palomino Productions warrants and represents that it has the right to enter into this Agreement and to deliver the films "as is." This warranty is in lieu of any and all other warranties, written or oral, express or implied, including without limitations, warranties of merchantability or fitness for a particular purpose, all of which Palomino Productions disclaims. In no event will Palomino Productions be liable for more than the license fee paid, whether such liability arises from breach of warranty, breach of this Agreement, or otherwise, and whether in contract or in tort, including negligence and strict liability.

Indemnification:

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, providing that the indemnifying party is promptly notified of any such claims. This indemnity shall survive the termination of this Agreement

Termination:

If the Purchaser breaches any terms of this Agreement, Palomino Productions may, in addition to its other legal rights and remedies, terminate this license seven (7) days after written notice to the Purchaser, if Purchaser has not remedied the breach within the seven (7) days. Upon any termination, the Purchaser will erase all electronic storage copies of the films, if any, and will return all copies of the films on DVD plus any related CDs. Any termination will not affect any obligation or liability of a party arising prior to termination, and the provisions of this paragraph will survive any termination.

Applicable Law:

This Agreement will be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflict of laws thereof, and to the extent permitted by applicable law, the Purchaser consents to the jurisdiction of the courts situated in California in any action arising under this Agreement.

Entire Understanding:

This Agreement constitutes the entire understanding between Palomino Productions and the Purchaser and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written.

SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the authorized representatives as of the first date set forth below:

PALOMINO PRODUCTIONS:

PURCHASER:

By: _____

By: _____

Its: _____

Its: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Name of Films to which Agreement applies: _____