

## STOCK FOOTAGE LICENSE AGREEMENT

DATE:

JOB #:

LICENSOR:           **HISTORIC FILMS ARCHIVE, LLC**  
ADDRESS:           211 THIRD STREET  
                          GREENPORT, NEW YORK 11944

LICENSEE:  
ADDRESS:

1. **STOCK FOOTAGE INVOLVED** (hereinafter the "Stock Footage"):
  
2. **PRODUCTION IN WHICH STOCK FOOTAGE IS TO BE USED** (hereinafter the "Production"):
  
3. **PERMITTED USAGE OF STOCK FOOTAGE:**
  - A. Number of uses permitted:
  - B. Total length of permitted usage:
  - C. Media in which use permitted:
  - D. Terms for which use permitted:
  - E. Territories in which use permitted:
  - F. Other limitations on permitted uses:
  
4. **LICENSE FEE:** Licensee shall pay to Licensor a fee in the sum of Dollars (\$) which shall become due and payable within thirty (30) days of the date of this

Agreement, and further agrees that **100%** of said fee shall in all events be payable to the Licensor as a cancellation fee irrespective of whether or not the Licensee

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uses the Stock Footage as contemplated herein in order to compensate the Licensor for costs of compiling, copying, researching, etc. of the Stock Footage Materials.

**5. LICENSE GRANTED:** In consideration of payment of the license fee provided for in the section 4 of this Agreement, the Licensor hereby grants to the Licensee, without warranty, except as expressly stated in this Agreement, a limited, non-exclusive, non-transferable license to use the Stock Footage, subject to the terms and conditions specified herein, as follows:

A. Licensee hereby expressly agrees that the Stock Footage shall be used only for the permitted purposes as set forth in this Agreement, and for no other purpose;

B. Licensee shall not permit the Stock Footage to be made available to or to be used by any other party not contained herein at any time or in any manner other than as provided for in this Agreement;

C. Licensee shall allow the Licensor a courtesy credit for the use of the Stock Footage on the title cards of the Production in a manner equal in all respects to any other courtesy credits which licensee may accord to others in the Production;

D. Licensee agrees, at its sole expense, to promptly return to the Licensor all pre-print material, negatives, dupes, fine grain masters, video tape masters, and all other production and/or physical materials containing the Stock Footage after the completion of editing of the Production;

E. Licensee shall, at its sole expense, provide to the Licensor a DVD or mutually agreed upon media of the completed final version of the Production before the Licensee releases the Production for broadcast; and

F. Licensee agrees to pay all laboratories', duplication, transportation and other related costs and fees which may be involved in producing and delivering the Stock Footage. Licensee further agrees to return the original Stock Footage to the Licensor within ninety (90) days of the date of this Agreement.

**6. LIMITED LICENSE:** With respect to the License granted hereunder, it is expressly understood and acknowledged by the Licensee that:

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A. Any rights, title or interest which the Licensor maintains with respect to the Stock Footage are expressly reserved by Licensor, subject only to the limited rights under the license as granted hereunder; and

B. Licensor warrants only that it has the right to grant this License with respect to the Stock Footage, provided that the Licensee agrees to obtain any and all clearances, consents, releases or licenses with regard to the copyrights to the Stock Footage, as provided in section 7A of this Agreement. In the event any substantiated third-party claims for infringement of any copyright arising from the contemplated use of the Stock Footage, as expressly authorized herein, are made against the Licensee, such Licensee must immediately notify the Licensor in writing regarding the details of such claims and indemnify the Licensor, its directors, officers, agents, employees, representatives, affiliates, parent and subsidiary corporations, against any and all actions, claims, costs (including reasonable attorneys' fees), damages, demands and expenses brought against, suffered or incurred by the Licensor as a result of such claims. Licensee hereby further permits the Licensor, at its sole option and discretion, to assume the control of the defense of any litigation related to such third-party claims, including but not limited to all aspects of settlement, compromise, etc., while indemnifying the Licensor for all of the reasonable costs and expenses of the legal defense.

**7. LICENSEE'S ACKNOWLEDGMENTS AND INDEMNIFICATION:**

Licensee expressly represents and acknowledges that:

A. Licensee's contemplated use of the Stock Footage may require other consents, clearances, releases or licenses from parties other than the Licensor, and the Licensee hereby agrees to be solely responsible for obtaining all such necessary consents, clearances, releases or licenses and for making all payments required thereunder to any union, guild, actor, writer, composer, musician, producer, director or any other person or entity whose performances have been recorded in or who have performed services in connection with the Stock Footage;

B. Licensee is solely responsible for the matters set forth in section 7A above, and hereby agrees to indemnify and to hold Licensor, its agents, employees, representatives, affiliates, parent and subsidiary corporations, harmless against any and all actions, claims, costs (including reasonable attorneys' fees), damages, demands and

expenses brought against, suffered or incurred by Licensee as the result of any breach or non-observance of any of the obligations set forth in section 7A above;

C. The terms of the indemnification set forth in section 7B of this Agreement shall apply to all loss, cost, damage, liability or expense of any kind arising from claims

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of defamation, commercial disparagement or other actionable wrongs committed by the Licensee in connection with the Production.

**8. LICENSE TERMINATION:** Upon the expiration of the license period set forth in section 3 of this Agreement, or upon termination of this Agreement for whatever cause, all of the Licensee's rights and entitlements granted hereunder shall immediately cease and the License granted hereunder shall immediately be revoked and revert back to the Licensor. The termination of this Agreement for whatever cause shall not cancel or release any indebtedness of the Licensee to the Licensor arising out of this Agreement.

**9. MISCELLANEOUS:**

A. Nothing in this Agreement or in the License conveyed hereunder shall be deemed to constitute a partnership or joint venture between the parties, and neither party shall do or permit any act to be done whereby it may be represented as agent or partner of the other;

B. This Agreement is personal to and for the sole benefit of the Licensee and the Licensee shall not be entitled to assign, transfer, license, sell or dispose of in any way of any of its rights, interests or obligations under this Agreement to any third party;

C. No waiver whether express or implied by the Licensor of any breach by the Licensee of any of its obligations hereunder shall be deemed to constitute a waiver or consent to any subsequent or continuing breach by the Licensee of any such obligations;

D. In the event that the Licensee fails to make timely payment of any fee or costs payable to the Licensor, the Licensor shall have the right, without prejudice to any other right or remedy it may have under the terms of this Agreement, to charge the Licensee from the date that payment fell due until payment is paid in full, interest on the outstanding indebtedness to be calculated at the rate of four (4%) per cent per annum above the base rate as stated by Citibank, N.A. for the applicable time compounded at monthly intervals;

E. Licensee expressly acknowledges that its failure to comply with any of the terms and conditions of this Agreement will render this Agreement and the License conveyed thereunder null and void ab initio, and that a breach by the Licensee of any of its representations, warranties or undertakings herein will cause the Licensor irreparable harm which cannot readily be remedied in monetary damages in a legal action and may,

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in addition thereto, constitute an infringement of copyrights, thereby entitling Licensor to all equitable remedies, costs and attorneys' fees;

F. This Agreement shall be interpreted in accordance with the laws of the State of New York and will be subject to the exclusive jurisdiction of the courts, state and federal, located within the State of New York to which the parties hereby submit in relation to any dispute arising hereunder;

G. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and any amendments, changes or modifications shall have legal effect and be binding only if made in writing and signed by both parties.

**HISTORIC FILMS ARCHIVE, LLC**

By: \_\_\_\_\_  
Joe Lauro, President                      Date

By: \_\_\_\_\_

Its Representative

Date