

CHURCH VIDEO LICENSE® AGREEMENT

The purpose of this Church Video License Agreement (“Agreement”) is to allow LICENSEE to “publicly perform,” as that term is used in the U.S. Copyright Act, Title 17, U.S.C. §101(1) and §106, copyrighted pre recorded videocassettes and DVDs (“Videos”) which are otherwise intended for home use only. This Agreement, which includes the following Terms and Conditions, is effective immediately, subject to receipt of prompt payment.

TERMS AND CONDITIONS

1. Christian Video Licensing International, LLC (“CVLI”) grants LICENSEE a non-exclusive license (“License”) to publicly perform copyrighted motion pictures and other licensed programs from any legally obtained source intended for personal, private, home use only - such as home videocassettes and DVDs, in its facility(ies), under the Terms and Conditions specified herein.
2. CVLI warrants and represents that it has secured the appropriate rights, under the federal Copyright Act, Title 17, U.S.C. §101(1) and §106, to grant this License as extended to Australia and New Zealand through international treaties.
3. “Term” shall mean the period beginning on the “Start Date” as defined on the Church or Family Values Video License Application (“Application”) and shall continue thereafter for periods of one (1) year each, unless canceled by either party at the end of said period or any subsequent period, upon sixty (60) days advance written notice. Each one (1) year period during the term is referred to herein as a “Contract Year.” If LICENSEE does not timely notify CVLI of intent to terminate, the Agreement will remain in effect for the entire Contract Year, and LICENSEE will be responsible for the entire annual fee due to CVLI hereunder. No refunds or credits will be made by CVLI in the event of early termination by LICENSEE.
4. The public performances authorized by the Agreement shall take place in the facility(ies) identified in the Application. The sole purpose of such performances is to entertain and/or educate authorized viewers and the audience will be limited accordingly. No specific titles, or any characters from such titles, or producers' names will be advertised or publicized to the general public unless authorized by certain producers. No admission or other fee will be charged to the audience.
5. The agreed license fee for the first Contract Year of the Agreement is as indicated on the Application, which amount is payable to CVLI. Subsequent Contract Years may include adjustments based on various factors, including, but not limited to adjustments which: (i) reflect any change from the previous year's Consumer Price Index (CPI), and/or (ii) reflect an increase in the number of attendees at performances conducted pursuant to the Agreement. On an annual basis, or upon request by CVLI, LICENSEE shall furnish CVLI with the information CVLI may require to determine the license fee for subsequent Contract Years. The license fee for each subsequent Contract Year shall be due and payable no later than each anniversary date during the term of the Agreement. Late payments for subsequent Contract Years will be subject to a charge of one and one-half percent (1.5%) of the license fee per month.

Church Video Licence Terms of Agreement

6. The specific titles which may be publicly performed by LICENSEE under the Agreement are motion pictures produced and/or distributed by CVLI affiliated motion picture companies only. CVLI represents that it or its motion picture company licensors may not possess the appropriate rights to certain individual titles, or, due to the expiration of those rights during the term of the Agreement, CVLI may send LICENSEE at any time during the term of the Agreement binding notices that certain titles cannot be or may no longer be publicly performed under the Agreement. Such notices shall be binding and effective upon LICENSEE when received.
7. LICENSEE may publicly perform the specific titles covered by the Agreement by means of lawfully manufactured pre-recorded Videos of those titles, acquired by LICENSEE from any legitimate source. The responsibility for obtaining Videos is that of LICENSEE, and that the costs of acquiring such Videos are to be borne solely by LICENSEE and are separate and distinct from the agreed public performance license fee.
8. LICENSEE may not duplicate, edit or otherwise modify the Videos obtained for public performance purposes under the Agreement.
9. Any separate fees which may be due to music publishers, or collection societies for music publishers, for the right to publicly perform the music contained in any of the motion pictures covered by the Agreement are solely LICENSEE's responsibility and are not the responsibility of CVLI. To the best of CVLI's knowledge, no such separate fees are presently in effect.
10. The Agreement may not be assigned by LICENSEE, without the prior written consent of CVLI, except that LICENSEE shall have the right to assign the Agreement in connection with a merger, consolidation or sale of its assets and business provided that LICENSEE guarantees payment of license fees if the assignee does not pay in a timely manner for fees owed. The Agreement may be assigned by CVLI.
11. In the event that a determination is made by a taxing authority or court of any territory in which LICENSEE conducts business that the activity licensed herein renders CVLI liable for the payment of a gross receipts, sales, business use or other tax which is based on the amount of CVLI's receipts from LICENSEE, then LICENSEE shall reimburse and indemnify CVLI within thirty (30) days of notification therefore for LICENSEE's pro rata share of any such tax derived from receipts received from LICENSEE.
12. Any notice provided for herein shall be given in person; by reputable overnight carrier; or by facsimile; addressed to the party to be notified as listed on the Application. The date of personal service or mailing or facsimile of any such notice shall constitute the date of service.
13. CVLI reserves the right, exercisable upon thirty (30) days written notice, to terminate the Agreement on account of any breach by LICENSEE of its Terms and Conditions. In the event of such termination, there shall be no refund of the license fee. A waiver by CVLI or by LICENSEE of any specific breach by the other shall not constitute a waiver of any prior, continuing or subsequent breach of the same, or any other provision of the Agreement. If any part of the Agreement shall be determined unenforceable, the remainder of the Agreement shall remain in full force and effect.

Church Video Licence Terms of Agreement

14. In the event CVLI engages an attorney to enforce its rights under the Agreement by virtue of the breach on the part of LICENSEE, of any term of the Agreement, LICENSEE agrees to pay the reasonable costs and reasonable attorney fees incurred by CVLI.
15. In the event that CVLI incurs any costs or fees in connection with the collection of any amounts past due to CVLI hereunder, then LICENSEE shall be responsible for paying such amounts to CVLI upon demand, with interest at the rate of nine percent (9%) per annum calculated from date of demand.
16. LICENSEE acknowledges by payment of the license fee, that the information provided by LICENSEE is true, correct and complete in all respects. The Agreement has been duly authorized and constitutes a legal, valid and binding obligation upon LICENSEE and is enforceable by its Terms and Conditions.
17. Any and all rights not granted to LICENSEE in the Agreement are expressly reserved to CVLI and/or its motion picture licensors.
18. To the extent that, prior to the commencement date of the Agreement, LICENSEE may have infringed upon rights held by CVLI, CVLI hereby agrees that it will not seek legal recourse or assert any claim for any and all such possible infringements. CVLI makes this warranty only with respect to rights held by it, and is not empowered or authorized to make any such representation or warranty with respect to rights held by others.
19. The Agreement contains the full and complete agreement between CVLI and LICENSEE and shall be construed in accordance with the laws of Australia and the parties hereby submit to the non-exclusive jurisdiction of the Australian Court.

Copyright ©2008 Christian Video Licensing International, LLC. All Rights Reserved. Church Video License, Family Values Video License, and the CVLI name and logo are registered trademarks of Christian Video Licensing International, LLC, registered in the U.S.A. and other countries.