

LICENSE AGREEMENT

Permission has been requested to purchase an amount of film (the "Footage") from the Birmingham Civil Rights Institute (the "Licensor"), as described in the attached License Fee Schedule. The Footage will be included in a program entitled:

" _____ (the "Production"),

produced by _____ (the "Licensee").

Licensor hereby grants Licensee permission to purchase the Footage, in the manner requested, subject to the following terms and conditions.

1. Licensee agrees that the Footage will be used only for the above mentioned purpose, and for no other purpose without the Licensor's prior approval.
2. Licensee acknowledges that the Licensor is the sole owner of all copyrights and exclusive rights in and to the Footage. Licensee agrees to make no use of the Footage which will go beyond the bounds of this agreement.
3. Licensee agrees that the Footage will be used only in the body of the Production described and will not be used for any other purposes without the express written consent of Licensor. Consent may be withheld at the Licensor's sole discretion. Licensee shall not reproduce (except as required for use consented to herein), license, loan, assign, or transfer the Footage to any other person or entity.
4. Licensee agrees and warrants that it will be responsible for obtaining any required consents, authorizations, waivers, and releases that might be necessary for use of the Footage, including, but not limited to, consents from those whose services are utilized in conjunction with the Footage, as well as consents from all unions and guilds to the extent any of their respective members performed in, or in connection with, the Footage. If music is contained in the Footage, Licensee will also obtain music synchronization licenses from the owners of the music.
5. Licensee agrees to defend, indemnify, and hold Licensor harmless from any losses, actions, claims, demands, liabilities, damages, or costs (including reasonable attorney's fees) of any kind, which may arise out of Licensee's use, and/or broadcast of the Footage.
6. Licensee will give the Licensor appropriate credit in the following form for its grant of permission to use the Footage:

Courtesy of the
Birmingham Civil Rights Institute
Birmingham, Alabama
All Rights Reserved

7. Licensee agrees that the Licensor has made no warranty or representation, express or implied, with respect to the Footage or Licensee's use thereof, except as expressly stated in Paragraph 2 above.
8. The License Agreement is not in effect until it has been signed by the Licensee and the Licensor, and the Licensor has received the executed copy. The License Agreement expresses the entire understanding, whether oral or written, between the parties relating to the subject matter described herein and supercedes any prior understanding. The License Agreement cannot be modified, amended, or supplemented, except in writing and signed by both the Licensee and the Licensor.
9. Please see attached note card for cost or purchasing the requested Footage.
10. Upon completion of the Production, Licensee will donate to the Birmingham Civil Rights Institute, one (1) DVD copy of the entire program.

Accepted and agreed to:

Name: _____

Title: _____

Company: _____

Date: _____

Birmingham Civil Rights Institute



LICENSE FEE SCHEDULE

Licensing fees do not include the cost of reproducing Footage. Minimum fee is for one second of Footage. Fees are non-negotiable.

Fees for Footage

Educational Use	\$40.00 per second
Public Television	\$40.00 per second
Commercial Television	\$100.00 per second
Motion Picture/Video (all releases)	\$150.00 per second
Individual Film/Instruction	\$75.00 per second
International Television/Film/Commercials	\$200.00 per second
Copy of VHS or DVD Review Footage	\$25.00

Fees for Duplication & Shipping

Footage Duplication cost	\$65.00 per DVD disk or BETA tape
Federal Express shipping per item	\$30.00

Description of Footage: _____

Time of Footage: _____

Total Cost of Footage, Duplication, and Shipping: \$ _____