

eFootage, LLC.
87 North Raymond Avenue, Suite 850
Pasadena, CA 91103

A signed copy of these terms and conditions and full licensing fees must be received in order for terms herein to be in force.

Licensee:

Project:

Rights Granted:

Address:

Contact:

Term:

Quantity/Price:

Invoice:

Footage Clip ID:

Date:

Licensee Agrees to The Following Terms and Conditions:

1. Footage furnished by eFootage is non-exclusive and is authorized for use only in production specified in your purchase order and our license agreement. This footage may not be sold, rented, licensed, re-used or re-cut into any other production.
2. Licensee agrees to pay eFootage library research and screening fees of \$.
3. Licensee has requested broadcast-quality videotape or master film elements, and has been billed a NON-REFUNDABLE minimum license fee of plus laboratory.
MINIMUM LICENSE FEES CANNOT BE REFUNDED EVEN IF MATERIAL IS NOT USED.
4. Licensee agrees to pay all video transfers, editing, laboratory, messenger, shipping and related costs incurred as billed within thirty (30) days of the billing invoice date.
5. eFootage warrants that the material(s) supplied is represented by eFootage on behalf of the copyright holder of record or in the public domain and therefore indemnifies Licensee against any and all claims, losses, demands and liabilities as a result of a copyright infringement. eFootage indemnifies Licensee for image likeness of individuals appearing in above clips for program usage as stated. LICENSEE IS RESPONSIBLE FOR OBTAINING ALL OTHER CLEARANCES, LICENSES AND PERMISSIONS ASSOCIATED WITH THE USE OF THE MATERIALS PROVIDED BY eFOOTAGE AND SHALL INDEMNIFY AND HOLD eFOOTAGE HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DEMANDS, COSTS AND LIABILITIES INCURRED BY eFOOTAGE, ARISING OUT OF LICENSEE'S USE OF MATERIAL THAT IS NOT COVERED BY eFOOTAGE'S COPYRIGHT WARRANTY.
6. Rights granted by eFootage to Licensee are strictly limited to those specified herein. Additional usage in excess of those granted herein be agreed to in writing between eFootage and the Licensee, and will be billed according to eFootage current rate card.
7. Unless License Agreement specifically includes rights for television advertisement or promotions, use of any stock footage obtained from eFootage for the advertisement, promotions or endorsement of the commercial product or service, constitutes a breach of this Licensing Agreement, and renders it null and void as to any obligation of eFootage to indemnify Licensee contained herein or implied.
8. LICENSEE HEREBY WARRANTS THAT IT WILL USE THE MATERIAL (S) PROVIDED BY eFOOTAGE IN CONFORMITY WITH THE CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 3344, THE LANHAM ACT, AND ALL APPLICABLE COPYRIGHT LAWS.
9. License invoice will be based upon footage ordered for the final edit, whether or not material(s) is not included in the final edit. Additional charges apply if cuts are repeated or lengthened.
10. Licensee will provide a copy of the project to eFootage within thirty (30) days of completion.
11. Pornographic, defamatory or otherwise unlawful use of our images is prohibited. Any endorsement, implied or otherwise, or reproduction of an image in connection with any potentially sensitive issues including, but not limited to, sex, reproductive rights, cancer, physical and mental challenges, AIDS, substance abuse, mental illness, gay/lesbian/alternative lifestyle issues, domestic violence, and other potentially sensitive issues of possible disparagement or defamation of character or product is expressly forbidden without prior express written permission of eFootage, llc.
12. Any and all fees related to this Licensing Agreement must be paid in full when due for the warranties and permissions granted herein by eFootage to be applicable.
13. Any controversy between the parties regarding the construction of application of the Licensing Agreement, and any claim arising out of the Licensing Agreement, or the breach thereof, shall be submitted to arbitrations within the State of California in the County of Los Angeles upon the written request of one party after the service of such a request on the other party. The cost of said arbitrations shall be borne by the losing party or shall be borne in such proportion as the arbitrator may determine.
14. If any party to this Licensing Agreement resort to a legal action or arbitration to enforce any provision of this Licensing Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees in the addition to any other relief the party may be entitled to.

AGREED AND ACCEPTED BY: _____ PAUL LISY

AGREED AND ACCEPTED BY: _____

TITLE: PRESIDENT

DATE: _____

TITLE: _____

SIGNATURE

PRINT NAME

DATE: _____

eFootage, LLC.

COMPANY: _____