



Screening Institutions and Organizations

Thank you for purchasing the Up Up Farm Cooperative Film Festival!

We've promised our hardworking filmmakers that your institution or non-profit has the rights to show their films for no longer than one year after the first screening. The following agreement explains that, by accepting this package, you agree to relinquish any rights to public exhibition of any of the films in this package, one year after the first screening. Please read the other terms and conditions below. Thank you for your cooperation.

ONE YEAR LICENSING AGREEMENT

This licensing agreement (the "Agreement") between **The Greenhorns** / Collective Eye LLC (the "Licensor") and the customer named on the front side of the Order Confirmation (the "Licensee") is made to grant the licensee the limited license to publicly exhibit the feature and short documentaries included in **Up Up! Farm: A cooperative film collection for the future of farming** (the "Package"): *The Greenhorns, To Make A Farm, Brookford Almanac, Sourlands, The Perennial Plate, Farm Hack, Our Land, American Meat, The Sharecroppers, Rural Route Film Festival Shorts, Tune for the Blood, Pig Business, Future Farmers Spotlight, Planting Justice, Polyfaces Preview, Hanna Ranch, Brunswick, Root Hog or Die* (the "Films"). This list of films does not include *Betting the Farm*, which will be excluded from all screenings. With the exception of *Betting the Farm*, the Licensee is granted limited license to the Films in the Package on date of purchase up until one year thereafter in accordance with the following terms and conditions. Collective Eye LLC ("the licensor"), will contact your organization after the one-year contract, to request the return of the Up Up! Farm package. The Licensee acknowledges that the Films may not be utilized in any manner other than as specified herein.

The Licensee agrees to these terms and conditions by accepting delivery of the Up Up! Farm Package and Films. Nothing herein shall derogate from any rights of the Licensor or any other copyright proprietors of the Films under the United States Copyright Law.

1. **RIGHTS AND PAYMENT.** For a licensing payment in the sum of one thousand dollars (\$1,000 USD) for institutions or five hundred (\$500 USD) for small non-profits and farm advocacy groups per Package, is due upon purchase when paying with credit card, and within 45 days when order is placed with purchase holder, Licensor hereby grants to Licensee the license to exhibit the Films **for the period of no longer than one year**, in a public exhibition to be directly sponsored, co-sponsored, hosted, or presented under the auspices of the Licensee named herein. Licensor warrants that each Package shall be free from defects in material and workmanship at the time of delivery. If any of the Films arrive in unplayable condition, Licensee may request a new copy be sent, so long as this request is made within 30 days of the date unplayable copy is first delivered. The



Screening Institutions and Organizations

- terms and conditions of this Agreement shall apply to any replacement Films or Package(s) furnished.
2. **RETURN OF PACKAGE.** The licensee will return the package to the Licensor after the one-year licensing period, unless the licensee provides a written request to re-new the licensing for an additional year, and pay the required fee. Collective Eye LLC (the licensor”), will contact your organization after the one-year contract, to request the return of the Up Up! Farm package.
 3. **DEFINITION OF PUBLIC EXHIBITION.** The public exhibition of this Package shall be defined as any display, performance, viewing, screening, or playback of the Films occurring at a place open to the public or at any space where a substantial number of persons outside of a normal circle of a family and its social acquaintances is gathered. Public exhibition does not apply to any broadcast, cable, or satellite transmission of the film, nor any exhibition of the film in which all viewers and playback equipment are not in the same room or venue. Licensor acknowledges that the Films may be exhibited before an audience to which a small admission fee is being charged, so long as fees go to cover festival costs or to a nonprofit.
 4. **SUBLICENSE.** With the exception of public and university libraries lending programs to their authorized cardholders, and schools lending programs to students and their families, the Licensee shall not sublicense, sublease, rent, sell, transfer, loan, or otherwise part with the possession of the Films, in any format secured by the Licensee, to any third parties, including family members, colleagues, or associated organizations, schools, or businesses. Public exhibition rights are non-transferable. Customer must notify the Licensor in writing of the loss, theft, injury, or destruction of any of the Films.
 5. **RESERVATION OF RIGHTS.** Legal title to the Films shall at all times remain with the Licensor, and all rights therein are reserved to Licensor. The terms “payment” or “purchase” as used herein mean specifically payment only for the right and license for the Licensee to use and reuse the Films without limitation as to the number of permitted uses or reuses, but without any change in ownership or title and otherwise subject to the terms and conditions of this Agreement.
 6. **ALTERATIONS.** Licensee is not bound to exhibit the Films in their entirety and may exhibit portions of the Film as needed. The Licensee shall not duplicate, “burn,” cut, edit, alter, digitize, compress, transfer, or “rip” the Films, or otherwise tamper therewith. In no event shall the Film be exhibited without complete attribution to Licensor. Films must be exhibited with their complete copyright notices and credits.
 7. **PROMOTIONAL MATERIALS.** Included with the Up Up! Farm Package are digital copies of postcards, stickers, and posters. Each individual film’s poster may also be



Screening Institutions and Organizations

used in promotion of screenings. These materials are meant to be distributed freely in promotion of the Licensee's screenings of the Films. The Licensor grants the Licensee the right to alter promotional materials in accordance with their event, such as to write in dates, times, and locations of screenings. This does not include the right to alter the logo or the title "Up Up! Farm: A cooperative festival for the future of farming." The Licensor's name, THE GREENHORNS, must appear on all promotional materials.

8. **DISCLAIMER OF WARRANTY.** Licensor makes no warranties express or implied whatsoever, and all implied warranties including the warranty of merchantability and fitness for a particular purpose are hereby disclaimed. Licensor shall have no other obligations, and licensee shall have no other recourse other than that specifically stated in section 1 of this Agreement.
9. **DEFAULT.** If Licensee defaults hereunder: the Licensor, in addition to other remedies, may repossess any Package or Film previously delivered hereunder; and/or the Licensor may refuse to take any further orders from Licensee and may refuse to make further shipments of Packages to Licensee; and/or Licensee agrees to pay Licensor's costs and expenses of collection and/or repossession including the maximum attorney's fees allowed by law.
10. **COMPLETE AGREEMENT.** This Agreement sets forth the entire and complete agreement and understanding between the parties and supersedes all prior agreements or understandings, written or unwritten.

By accepting delivery of the Package and Films on DVD, digital tape, or any other medium from Licensor, the Licensee acknowledges that it has read this contract and understood its terms, and has voluntarily accepted its provisions.

CORRESPONDENCE and ORDERS to:

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