



Per U.S. Copyright Law, purchasing a DVD alone allows the rights for personal use, within a home setting. If you are interested in screening *Closure* for a private event, non-profit agency, educational institution, religious event, or adoption training, you will need to purchase the following Public Performance Screening License.

Instructions:

- 1) Please sign and return this contract via email to angela@theadoptedlife.com.
- 2) Please remit payment for your one time license fee of \$150.00.
- 3) Upon receipt of payment, a password protected, digital version of Closure will be emailed to you.

The Adopted Life LLC

Non- theatrical License Agreement

This Agreement contains the terms and conditions by which The Adopted Life (“The Adopted Life”) has agreed to grant you a limited license for the non-theatrical exhibition of the following film:

“CLOSURE”

This license is currently only available to the following qualifying organizations:

- Schools/Universities/Caravan parks and Camping grounds
- Libraries/Churches/Non-profit agencies, and any other organization or non-theatrical venue which qualifies for a blanket license.

This is not an all-purpose general entertainment license for screening movies. The license is restricted according to the terms set out below and the details provided by you during application.

1. Defined Terms

Capitalized terms used in this Agreement have the following meaning:

Commencement Date means the date your License commences, being the date The Adopted Life receives payment of the License Fee.

Film(s) means the feature film: “CLOSURE” as available via electronic delivery (e.g. downloading or streaming) under license from The Adopted Life.

License means the license which The Adopted Life grants you as set out in Clause 2.1.

License Fee means the limited-use license fee which you shall pay to The Adopted Life for the License, as set out in: Section 6. The exact License Fee payable will be determined based on the classification of your organization, the number and type of Sites and the size of the Permitted Audience.

Permitted Audience means, as applicable, the authorized guests, customers, students, patrons, passengers or attendees of a Site. The Adopted Life website

means the website located at URL: www.closuredocumentary.com or such other addresses as
The Adopted Life may nominate

Purpose means the sole purpose of your screening and performing the Film(s) at, on or within the Site(s) for the incidental entertainment of the Permitted Audience of each Site and no other persons, and not where the primary or predominant purpose of your organization is the screening of movies to or the entertainment of members of the public.

Site(s) means those sites, locations, premises or vehicles in the Territory which are managed and operated by you, and of the type permitted to be covered by a The Adopted Life Public Performance License non-theatrical blanket license, and which you have listed in the License application to be covered by the License.

Any site, location, premises or vehicle which is either not expressly listed in the application or is not of a type licensed by The Adopted Life under its non-theatrical blanket licenses, will not be covered by the License.

2. Grant of License

2.1 In consideration of you paying the License Fee and subject to you complying with the terms of this Agreement, The Adopted Life grants you for the duration of the Term a non-transferable, non-exclusive license to exhibit and perform the Film within Site(s) for the Purpose.

2.2 The License is granted strictly subject to the information you provided The Adopted Life during the License application being true and accurate, including regarding the nature of your organization and operations, Site number, location and audience size. If any of those details are false or inaccurate the License is void. If any of those details change we ask you to immediately notify The Adopted Life of the changes via the notice provisions below.

2.3 It is a strict condition of the License that you must not:

- (a) publicly screen or perform a Film to anyone other than the Permitted Audience or at any event which is advertised or promoted to people other than the Permitted Audience;
- (b) charge an admission or viewing fee, levy or charge to view a Film;
- (c) screen or perform any Film outside of a Site, or in such a manner that a Film may be visible to any members of the public outside of the Site;
- (d) conduct any advertising or promotion in connection with the screening of any Film (including TV & radio, newspaper and other print, letterbox drop, flyers and electronic media) other than advertising which is restricted to the Site(s) and the Permitted Audience only. You may advertise generally on your website that the Film may be screened on a Site, provided that reference is made to screening restricted to the Permitted Audience only;

- (e) cause or authorize any advertising, promotional or other commercial material to be displayed immediately prior to, during or following any Film, or associate any screening of a Film with any sponsorship or charity;
- (f) publicly perform, communicate, transmit, broadcast, distribute or otherwise make available any Film (or permit others to do the same) through any form of diffusion system, computer network or system whether open or closed (including without limitation the Internet) or telecommunications network, whether within a Site or outside of it;
- (g) edit, dub, or alter any Film in whole or in part (including; credits, and copyright notices, trademarks and any relevant censorship notices); or
- (h) conduct any screening of a Film outdoors, except, if you are a caravan park or camping ground operator, or included as a Site.

2.4 Any unauthorized exhibition of the Film by you is an infringement of The Adopted Life's rights, in relation to which The Adopted Life reserves all of its legal rights and remedies including the right to charge you additional reasonable fees as determined by The Adopted Life's good faith assessment. The determination of reasonable fees may be made based on an evaluation of any or all of the following as they are related to the unauthorized exhibition:

- the nature of the prohibited exhibition;
- at the time of the unauthorized exhibition, the current price of obtaining a license per site;
- the nature and amount of damages caused by the unauthorized exhibition.

2.5 The Adopted Life's License includes the public performance of the music included in the Film.

If you are a school or educational institution, the following clause also applies:

In addition to screening the Film on Sites, you are permitted to screen and perform the Film to your Permitted Audience at locations other than Sites on official school camps, on official school buses operated or chartered by you, and during after-school care which is run by you, in accordance with this Agreement.

3. Term

3.1 This Agreement shall commence on the date of signature and will expire one year from that date.

4. Warranties

4.1 You warrant and represent that the details and information provided by you in applying for this non-theatrical public performance license are true and accurate and agree that you are prohibited

from using any pirated or illegal material in connection with the Film licensed under this Agreement including electronic or digital copies of such material.

4.2 The Adopted Life warrants that:

- (a) it owns or controls the rights to grant licenses for the non-theatrical public performance of the Film(s) in the Territory and is authorized to enter into this Agreement; and
- (b) the public performance rights to each musical composition and sound recording embodied in the Film(s) are either (i) available for license through the requisite performing rights organization i.e., ASCAP, BMI, SESAC); (ii) in the public domain in the Territory; or (iii) controlled by The Adopted Life to the extent necessary to permit you to exercise the rights licensed in this Agreement without additional payment for such rights.
- (c) all other personality and/or intellectual property rights relating to the Film(s) are controlled by The Adopted Life to the extent necessary to permit you to exercise the rights licensed in this Agreement without additional payment for such rights.

4.3 Except as expressly set out in Clause 4.2, or as implied by law, The Adopted Life gives no warranty or makes any representation about the Film.

5. Notification and Withdrawal

5.1 The Adopted Life may withdraw the Film from the License because of any dispute, claim or liability relating to the The Adopted Life's ability to supply such Film under this Agreement, or where The Adopted Life no longer has the right to license the Film (for example where an actor/subject or composer withdraws the rights from The Adopted Life). The Adopted Life will notify you of any such withdrawn Film and following such notice you must not exhibit or perform the Film on any Site.

5.2 Except as provided for by law, neither The Adopted Life nor its affiliates, employees, officers and agents will have any liability to you whether in contract, tort or otherwise in respect of any loss, damage or liability (including consequential loss or damage, loss of profits or economic loss) which maybe suffered or incurred by you or which may arise directly or indirectly in connection with any withdrawn Film or The Adopted Life's failure to comply with its obligations under this Agreement.

5.3 Any notice to be given hereunder will be in writing and addressed to the party and address stated below, or such other address as the party may designate from time to time by written notice in accordance with this section.

6. License Fee

6.1 In consideration of the rights granted to you under this Agreement, you will pay The Adopted Life the following one-time License Fee of **\$150.00**. License fee covers public performance rights at one (1) Site for the life of the media, unless otherwise stated in **Section 3.1**.

At completion of the License application process The Adopted Life will send you a tax invoice for the License Fee by email or courier mail.

6.2 If you require additional Sites to be added to the License part way through the Term, you must contact The Adopted Life with the details of the sites to be added. You will then be contacted regarding whether an additional License Fee is required for such sites. Upon payment of the additional License Fee, (or notification that payment is NOT required) the additional locations shall be deemed included within the meaning of "Sites".

6.3 The Adopted Life reserves the right to review and adjust the License Fee payable prior to you renewing the License.

6.4 All payments due under this Agreement must be made by credit card via the The Adopted Life Website or, where permitted, by check, direct debit, PayPal or by such other method as The Adopted Life may approve. Where you pay by credit card, payment is due at the time of making your License application or renewal via the The Adopted Life Website. Where you pay by check, direct debit or PayPal, payment is due within four teen (14) days of receiving The Adopted Life's invoice.

7. Termination

7.1 The Adopted Life may terminate this Agreement in whole or in part by written notice if you:

- (a) commit a material breach and, where such breach is capable of cure, you fail to remedy the breach within thirty (30) days of receiving The Adopted Life's notice specifying the breach and requiring its cure; or
- (b) become insolvent or are unable to pay your debts; propose a voluntary arrangement; have a receiver, administrator or manager appointed over the whole or part of your business; if any petition is presented, application or order made or resolution passed for your winding up or dissolution; if you enter or propose to enter into any composition or arrangement with your creditors (or any of them); or cease to carry on business.

7.2 The Adopted Life's rights to terminate under Clause 8.1 are without prejudice to its other rights and remedies in respect of such breach or default.

8. General

- 8.1 The Adopted Life may vary or amend the terms of this Agreement at any time. Any variations will become effective upon posting on the The Adopted Life Website.
- 8.2 This Agreement is governed by the law of the State of Washington and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of that State.
- 8.3 This Agreement constitutes the entire agreement between the parties. Any amendment may only be made by written agreement between the parties. No waiver by either party or default of the other party in any one instance shall be construed as a waiver of any term or condition or default for the future. Headings used in this Agreement are for ease of reference only and are not to be used to interpret any aspect of this Agreement.
- 8.4 You are not an agent or representative of The Adopted Life and this Agreement does not constitute a joint venture or partnership between the parties. The parties are independent contractors.
- 8.5 The License is specific to you and you are prohibited from sublicensing, assigning, or mortgaging your rights, interests and/or obligations under this Agreement.
- 8.6 Each party shall keep confidential the terms of this Agreement, except for disclosing it to their professional advisers (and then only under obligation of confidence) or as required by law.
- 8.7 This Agreement may be executed in two counterparts, each of which will be an original and together which will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____ day of _____, 2021, by persons duly authorized.

LICENSOR: THE ADOPTED LIFE, LLC, Angela Tucker

LICENSEE:

Signature: _____

Printed Name: _____

Date: _____

Email: _____