

WALKING WHILE BLACK

L.O.V.E. IS THE ANSWER

BRIDGING THE GAP BETWEEN PEACE OFFICERS AND THE REST OF THE COMMUNITY
WalkingWhileBlackTheMovie.com

LICENSE AGREEMENT

This Agreement dated as of _____, is entered by and among Eclipse Sports & Entertainment/A.J. Ali ("Licensor") and _____ (Organization Name "Licensee") to obtain certain rights to publicly perform the documentary motion picture entitled "**WALKING WHILE BLACK: L.O.V.E. Is The Answer**" ("Documentary") as set forth below.

Licensee and Licensor agree that the use of the Documentary will be controlled by the terms set forth in this agreement.

- LICENSE:** In exchange for the License Fee as set forth below, Licensor hereby grants Licensee the non-exclusive, non-sub-licensable, non-transferable right to conduct Public Screenings of the Documentary for one year from the date that the Documentary is delivered to Licensee for live audiences (EXCLUDING broadcast, Internet or other off-premise screenings) within one facility or campus in one city. License includes complimentary use of any of the downloadable educational materials that we develop to accompany the Documentary. Any other use, display, showing, distribution or other exploitation of the Documentary without the prior written consent of Licensor and the payment of the then- applicable license fee, which is subject to change at the discretion of Licensor, is strictly prohibited.
 - Licensee designates the address listed herein as their sole screening address: _____.
 - Licensee names the following person as the License Administrator: _____ at the following email address: _____ and direct phone number: _____. License Administrator will be the caretaker of the Licensee's link to the film (or other delivery instrument or device as decided upon by Licensor), the primary contact person for Licensor to communicate with Licensee in regards to technical issues, and will be responsible for maintaining the security of the agreement by guarding against things such as illegal pirating of the film, screening at more than one location, etc. Licensee agrees that the person designated as the License Administrator may not change unless agreed to in advance by Licensor. It is the Licensee's responsibility to ensure that License Administrator is knowledgeable of all terms of this agreement and the screenings restrictions placed upon the organization (one location per license, no sharing of link, etc.).
 - Licensee agrees to inform Licensor in advance by email to ajaliwins@gmail.com of all screenings of the film that are inviting the public to attend. Email must include date, time, link to registration page and attached marketing materials (flyer, poster, ad, etc.).
 - Licensee may charge admission fees, accept donations and secure sponsors for their events at will.
 - Licensee must use the official WWB logos in all marketing materials and may not alter the design or dimensions in any way.
- MODE:** Licensor shall provide access to a password-protected online link for screenings at Licensee's designated address, and Licensee is prohibited from sharing that link with any other organization, person or entity unless agreed to in advance in writing by Licensor.
- LICENSE FEE:** In full consideration of the rights herein granted, Licensee has paid Licensor the non-refundable sum of Four Hundred Ninety Five dollars (\$495.00).
- OWNERSHIP:** Licensee is granted no rights to the ownership of the Documentary or any materials contained in the Documentary or on the DVD whatsoever. Licensee is granted no rights to modify or use any of the materials contained on the DVD or any trademarks or other intellectual property rights with respect to the Documentary or DVD, except as specifically set forth in this Agreement. Licensee is not authorized to reproduce the copyrighted work or any intellectual property rights in and to the trademarks of the Documentary or DVD in any manner nor to prepare derivative works based on the Documentary or DVD. Licensee will not knowingly, nor will it encourage or assist a third party to challenge the validity or ownership of any copyright, trademark or other intellectual property right of Licensor or any of its affiliates. Licensee will not utilize the trademarks or copyright-protected materials of Licensor or any of its affiliates in any manner that would diminish its value or harm the reputation of Licensor.

5. **TITLE:** In any marketing or press materials for Screenings, Licensee must: (a) use the full and correct title of the Documentary **WALKING WHILE BLACK: L.O.V.E. Is The Answer** and (b) credit producers A.J. Ali and Errol Webber as follows: **“A Film By A.J. Ali and Errol Webber.”**
6. **STANDARD TERMS:**
1. Licensor hereby represents and warrants to Licensee that Licensor is the owner of the Documentary; that Licensor has the full right, power and authority to enter into this Agreement and to grant to Licensee all of the rights and licenses specified herein.
 2. Licensee shall comply with the provisions of the Universal Copyright Convention and the laws of the United States to protect the copyright of the Documentary.
 3. Licensee agrees to defend, indemnify and hold Licensor and each of its parents and subsidiary companies, affiliates, predecessors, successors and assigns and the respective officers, directors, agents and employees of each harmless from and against any and all liability, losses, actions, claims, demands or damages of any kind or nature whatsoever which may arise out of Licensee’s use of the Documentary. This indemnity shall survive the termination of this Agreement.
 4. This Agreement represents the entire understanding of the parties and shall be construed in accordance with the laws of the State of California applicable to agreements fully executed and performed therein. The terms and conditions herein shall not be changed, amended or modified unless in writing signed by an authorized signatory of both parties hereto.
7. By signing this Agreement, the Licensee acknowledges that it has read this contract, understood its terms, and has voluntarily accepted its provisions.

Date: _____

Date: _____

By: _____
Licensee Authorized Representative Signature

By: _____
A.J. Ali, CEO & Executive Producer
Eclipse Sports & Entertainment

Licensee Representative Name (please print)

Licensee Representative Title

MULTI-LOCATION ADDENDUM

Complete this page only if your organization plans on showing "**WALKING WHILE BLACK: L.O.V.E. Is The Answer**" at more than one location. Authorization by Licensor and the payment of additional fees are required for each separate location. This multi-location addendum will serve to keep your organization in good standing with the terms of your licensing agreement.

1. Licensee agrees to pay Licensor the non-refundable sum of Five Hundred dollars (\$500.00) for the right to add up to two (2) additional screening locations within the same state during the term of the License Agreement dated _____, for a total of up to three (3) screening locations. Each of the locations may screen the film an unlimited amount of times during the term of the agreement, as per the original Agreement.
2. If Licensee wishes to conduct screenings at locations in the same state beyond three (3) locations (locations #4 and beyond), it may do so on a single-screening basis for a fee of One Hundred and Fifty Dollars (\$150.00) per screening.
3. All screenings must be conducted and marketed by the original Licensee organization, with the same terms as the original Licensing Agreement (non-exclusive, non-sub-licensable, non-transferable, etc.).
4. Screenings in a different state require a completely separate Licensing Agreement.
5. Licensee may opt to add the addendum at any time during their term, however, the additional locations are bound by the original term length of the original agreement.
6. Licensee may add additional License Administrators for locations two (2) and three (3) as follows:
 1. Licensee designates the address listed herein as screening address #2: _____
 2. Licensee names the following person as the License Administrator for screening address #2: _____ at the following email address: _____ and direct phone number: _____.
 3. Licensee designates the address listed herein as screening address #3: _____
 4. Licensee names the following person as the License Administrator for screening address #3: _____ at the following email address: _____ and direct phone number: _____.

By signing this Addendum, the Licensee acknowledges that it has read this contract, understood its terms, and has voluntarily accepted its provisions.

Date: _____

Date: _____

By: _____
Licensee Representative Signature

By: _____
A.J. Ali, CEO & Executive Producer
Eclipse Sports & Entertainment

Licensee Representative Name (please print)

Licensee Representative Title