

*License Agreement between PromotionMusic LLC
and Sponsoring Organization*

From Sea to Shining Sea

VIDEO LICENSE TERMS AND CONDITIONS

1. **PROMOTIONMUSIC LLC** grants Sponsoring Organization a non-exclusive license ("License") to publicly perform copyrighted version of From Sea to Shining Sea DVD, in its facility(ies), under the Terms and Conditions specified herein.
2. **PROMOTIONMUSIC LLC** warrants and represents that it has secured the appropriate rights, under the federal Copyright Act, Title 17, U.S.C. §101(1) and §106, to grant this License.
3. "Term" shall mean the "Performance Date (s) as defined on the Venue ("Application"). No refunds or credits will be made by **PROMOTIONMUSIC LLC** in the event of early termination by Sponsoring Organization.
4. The public performance (s) authorized by the Agreement shall take place in the facility(ies) identified in the Application. The sole purpose of such performances is to entertain and/or educate authorized viewers and the audience will be limited accordingly. No specific titles or any characters from such titles, or producers' names will be advertised or publicized to the public unless authorized by **PROMOTIONMUSIC LLC**.
5. Sponsoring Organization may publicly perform From Sea to Shining Sea DVD covered by the Agreement by means of lawfully manufactured pre recorded Video of From Sea to Shining Sea DVD , acquired by Sponsoring Organization from any legitimate source. The responsibility for obtaining From Sea to Shining Sea DVD Video is that of Sponsoring Organization and that the costs of acquiring such Video are to be borne solely by Sponsoring Organization and are separate and distinct from the agreed public performance license fee.
6. Sponsoring Organization may not duplicate, edit or otherwise modify From Sea to Shining Sea DVD obtained for public performance purposes under the Agreement.

7. Sponsoring Organization may not assign the Agreement without the prior written consent of **PROMOTIONMUSIC LLC**.

8. In the event that a determination is made by a taxing authority or court of any state in which Sponsoring Organization conducts business that the activity licensed herein renders **PROMOTIONMUSIC LLC** liable for the payment of a gross receipts, sales, business use or other tax which is based on the amount of **PROMOTIONMUSIC LLC** receipts from Sponsoring Organization, then Sponsoring Organization shall reimburse and indemnify **PROMOTIONMUSIC LLC** within thirty (30) days of notification therefore for pro rata share of any such tax derived from receipts received from Sponsoring Organization.

9. Any notice provided for herein shall be given in person; by first class airmail, postage prepaid; by reputable overnight carrier; or by facsimile; addressed to the party to be notified as listed on the Application or brochure. The date of personal service or mailing or facsimile of any such notice shall constitute the date of service.

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10. **PROMOTIONMUSIC LLC** reserves the right, exercisable upon thirty (30) days written notice, to terminate the Agreement because of any breach by Sponsoring Organization of its Terms and Conditions. In the event of such termination, there shall be no refund of the license fee. A waiver by **PROMOTIONMUSIC LLC** or by Sponsoring Organization.

of any specific breach by the other shall not constitute a waiver of any prior, continuing or subsequent breach of the same, or any other provision of the Agreement. If any part of the Agreement shall be determined unenforceable, the remainder of the Agreement shall remain in full force and effect.

11. In the event **PROMOTIONMUSIC LLC** engages an attorney to enforce its rights under the Agreement by virtue of the breach on the part of Sponsoring Organization, of any term of the Agreement, Sponsoring Organization agrees to pay the reasonable costs and reasonable attorney fees incurred by **PROMOTIONMUSIC LLC**.

12. In the event that **PROMOTIONMUSIC LLC** incurs any costs or fees in connection with the collection of any amounts past due to **PROMOTIONMUSIC LLC** hereunder, then Sponsoring Organization shall be responsible for paying such amounts to **PROMOTIONMUSIC LLC** upon demand, with interest at the rate of nine percent (9%) per annum calculated from date of demand.

13. Sponsoring Organization acknowledges by payment of the license fee, that the information provided by Sponsoring Organization is true, correct and complete in all

respects. The Agreement has been duly authorized and constitutes a legal, valid and binding obligation upon Sponsoring Organization and is enforceable by its Terms and Conditions.

14. Any and all rights not granted to Sponsoring Organization in the Agreement are expressly reserved to **PROMOTIONMUSIC LLC**.

15. To the extent that, prior to the commencement date of the Agreement, Sponsoring Organization may have infringed upon rights held by **PROMOTIONMUSIC LLC**, **PROMOTIONMUSIC LLC** hereby agrees that it will not seek legal recourse or assert any claim for any and all such possible infringements. **PROMOTIONMUSIC LLC** makes this warranty only with respect to rights held by it, and is not empowered or authorized to make any such representation or warranty with respect to rights held by others.

16. The Agreement contains the full and complete agreement between **PROMOTIONMUSIC LLC** and Sponsoring Organization and shall be construed in accordance with the laws of the United States and the State of California.

Copyright ©2009 **PROMOTIONMUSIC LLC**

License Agreement between

PROMOTIONMUSIC LLC

And

Sponsoring Organization

This document acts as a licensing agreement between:

_____ Date _____

For ProMotion Music LLC

And

_____ Date _____
Sponsoring Organization

For Lancaster County AGO

To Show From Sea to Shining Sea DVD

On Performance Date (s) Day _____ Month _____ Year _____

At Venue _____

The License fee of \$195.00 per performance payable at signing of License. Please send check to Promotion music LLC

6426 NE Mast Ave

Lincoln City, OR 97367

Thank you

David Jordan _____ **Date** 7-23-
2009

Promotion music LLC