



Agreement between the
Center for Sacramento History (CSH) and
Licensee (Licensee)
Mailing Address
Business Phone
Business Fax
URL or Email Address

I. LICENSE

CSH grants to Licensee, without any representations or warranties of any kind, express or implied, a non-exclusive and non-transferable license to use the following footage:

_____ **seconds** of master footage film from original film held at CSH.

For the life of the following program and any in-context worldwide promotional materials:

Title/Working Title: _____

Release/Air Date: _____

For the following markets:

- 1) *Television Broadcast (free & paid, digital/satellite/cable) USA and its possessions*
- 2) *Television Broadcast (free & paid, digital/satellite/cable) worldwide, except USA and its possessions*
- 3) *Theatrical Release, worldwide*
- 4) *Online Streaming/Home Release (VOD/Blu-Ray/VHS/DVD/CD), worldwide*
- 5) *Educational, worldwide*
- 6) *Radio: English simulcast, worldwide*
- 7) *All other radio, worldwide*

II. PAYMENT

Licensee must remit the following fees prior to shipment, delivery, or transfer of materials from CSH:

Minimum film search fee: \$120.00 to *subcontractor*.

Non-refundable Service Fee: \$125.00 to *City of Sacramento*.

License fee as per Section V (below) to *City of Sacramento*.

III. INDEMNIFICATION

Licensee must sign the enclosed RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT.

IV. COPYRIGHT

Licensee acknowledges that this License and the Use in no way affects CSH's continued and separate copyright ownership in the Footage and that CSH's copyright will not merge with any rights of Licensee in Licensee's work(s).

V. LICENSE FEE

Cost of using the footage is \$15.00 per second per market. Use of sound only will be charged at the same rate as picture. There is a 15 second minimum per market of \$195.00. Based on Licensee's anticipated use

of _____ **seconds** of footage for its Program in _____ **markets**, the licensing costs will be _____. Total fees made payable to the City of Sacramento are the licensing fee plus the service fee (\$125.00): _____. The signed license must be received before CSH can send the Master to Licensee.

In the event Licensee uses more footage than _____ **seconds**, Licensee will notify CSH in writing of additional seconds. CSH will then apply the appropriate additional charges.

VI. RESTRICTED USE

The footage is restricted for use only in Licensee’s Program described herein. The footage will not be shared, transferred, or duplicated for any third party, nor used for any other purposes by Licensee.

VII. CREDIT

Licensee agrees to credit film footage: *Center for Sacramento History, KCRA TV and KOVR TV Film Collection*.

VIII. ALTERATION OF IMAGES

CSH does not permit Licensee to alter or manipulate the image.

IX. VERIFICATION

Licensee shall report in writing the Master footage used. Licensee at their cost shall also provide CSH a DVD copy of their final program to verify footage used. In the event that Licensee is not able to provide a DVD, it will send CSH a link to stream the Documentary within 10 days of its commercial release.

X. GENERAL PROVISIONS

This License shall be interpreted and governed by California law applicable to contracts performed entirely in California by California residents. This License and the **RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT** contains the entire understanding of the parties relating to the subject matter contained in it. No amendment or modifications will be effective unless it is made in writing and signed by both parties.

For: _____

By: _____

Title: _____

Date: _____

For: Center for Sacramento History

By: _____

Title: City Historian

Date: _____



RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT

In consideration of the privilege of inspecting, procuring information from, publication of and otherwise using the KCRA Film Collection and its contents, the undersigned hereby expressly releases and discharges **Kelly Broadcasting Company**, the **Center for Sacramento History**, the **City of Sacramento**, and the **County of Sacramento**, their officers, agents and employees from all claims and causes of action that the undersigned had, has or may have in the future, known or unknown, or that any person claiming through the undersigned may have or claim to have arising out of the use of said film collection.

The undersigned further agrees to indemnify and hold harmless **Kelly Broadcasting Company**, the **Center for Sacramento History**, the **City of Sacramento**, and the **County of Sacramento**, their officers, agents and employees from and against any and all losses, claims, damages or expenses, including but not by way of limitation attorney's fees arising from or in any way connected with the use or publication of the KCRA Film Collection and its contents by the undersigned or its agents or employees.

It is expressly agreed and understood that this release and agreement to indemnify **Kelly Broadcasting Company**, the **Center for Sacramento History**, the **City of Sacramento**, and the **County of Sacramento**, their officers, agents and employees, includes but is not limited to any damages, claims or causes of action for libel, slander, defamation or invasion of privacy.

The undersigned further expressly assumes any and all risk in connection with its use of the KCRA Film Collection and its contents.

The undersigned further declares that he/she has read and understands the following statutory language of Section 1542 of the California Civil Code: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Having been so appraised, the undersigned elects to and does assume all risk for claims heretofore and hereinafter arising, known or unknown, from the subject of this release, and the undersigned knowingly and voluntarily expressly releases **Kelly Broadcasting Company**, the **Center for Sacramento History**, the **City of Sacramento**, and the **County of Sacramento**, their officers, agents and employees from all liability on claims arising out of the subject matter of this release.

This release and indemnity agreement shall be binding on the parties, their heirs, legal representatives and assigns.

By: _____

Title: _____ Date: _____