

EDUCATIONAL PUBLIC PERFORMANCE RIGHTS ACQUISITION AGREEMENT

BETWEEN:

Orangeville Road Pictures Ltd. (DISTRIBUTOR)
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AND

[Institution Name] (LICENSEE)
[address]

[Institution Name] (the Licensee) hereby confirms its agreement with Orangeville Road Pictures Ltd. (the Distributor) to acquire Educational Public Performance Rights for *TO MAKE A FARM* (2011, 73 min, English) (the Program) under the terms indicated:

1. GRANT OF RIGHTS

In consideration of the payment by the Licensee to the Distributor of the sum of Two Hundred Thirty Dollars (\$230), the Distributor hereby grants to the Licensee non-exclusive Educational Public Performance Rights (hereinafter referred to as PPR) commencing [DATE]. These rights shall be exercised for educational purposes within the Licensee's mandate, including library lending and face-to-face teaching.

Restrictions:

1. the program may not be duplicated or copied for any purposes without additional written permission from the Distributor.
2. showings where an admission fee is charged are not permitted under this license agreement.
3. educational public performance rights do not include the right to transmit videos by analog or digital means by broadcast, open-cable, direct-broadcast satellite, the internet, mobile or wireless device, or any other "open to the general public" means that exist now or may exist in the future.
4. closed-circuit dissemination within your institution is allowed provided that it is used solely for face-to-face teaching purposes in places where face-to-face teaching normally occurs (such as classrooms or lecture halls) or for the purposes of distance-learning where access is restricted to individuals registered with the institution.
5. Interlibrary loans are permitted, as long as the Program is not duplicated, and the institution you are loaning the Program to understands and observes the copyright restrictions outlined in this document.

2. DELIVERY

The Distributor agrees to deliver to the Licensee the following materials:

- 1. one (1) NTSC DVD of the Program.

Replacement DVD disks that are required by the Licensee due to loss or damage can be purchased from Distributor for the sum of Fifty Dollars (\$50) per item.

3. PAYMENT TERMS

The said sum of Two Hundred Thirty Dollars (\$230.00) shall be due upon signature of this Agreement and receipt of an invoice from the Distributor.

4. GENERAL PROVISIONS

The Distributor represents and warrants that it has the right to grant this license to the Licensee.

This Agreement shall be interpreted according to Canadian Law and any legal proceedings arising under it shall be conducted in a Saskatchewan Court of Law.

Orangeville Road Pictures Ltd.

Steve Suderman

Date

[Institution]

Print Name:_____

Date