



1955 Côte de Liesse Road – suite 210, Montreal (Qc) Canada H4N 3A8
TEL : 1-800-289-8887 FAX : 1-514-493-9058

PURCHASE ORDER # :
LICENSE NUMBER : **157839**
BEGINNING : **October 1, 2017**
ENDING : **September 30, 2018**

PUBLIC PERFORMANCE FEATURE LENGTH MOVIE COPYRIGHT AGREEMENT

AUDIO CINE FILMS INC., a corporation duly constituted, located at 1955 Côte de Liesse Road, Suite 210, in the city of Montreal, Quebec (H4N 3A8).

*** Hereinafter called A.C.F.***

AND;

**Seventh Day Adventist Church in Canada (schools)
1148 King Street East
Oshawa, Ontario
L1H 1H8**

**Ms. Betty Bayer
Director of Education**

*** Hereinafter called the Licensee ***

WHEREAS the LICENSEE wishes to license the screening of legally obtained commercially available feature length films and programs within the establishments under its authority;

WHEREAS A.C.F. is the exclusive Canadian non-theatrical licensing agent for numerous major studios and production companies and has the rights to enter the present agreement;

WHEREAS A.C.F., upon respect of the conditions mentioned herein, agrees to grant to LICENSEE the right to screen said commercially available feature length films and programs within the establishments under its authority.

THE PARTIES HAVE THEREFORE AGREED TO THE FOLLOWING;

1. A.C.F. hereby grants to the LICENSEE, a public performance license to conduct screenings of the feature length films and programs exclusively represented in Canada by A.C.F. at the rate of **\$0.75 cents per student per year**.
 - 1.1. It is understood that this license is for feature length movie presentations taking place under the following circumstances and for the below-listed reasons/purposes:
 - 1.1.1. Presentations taking place during regular school hours.
 - 1.1.2. Presentations taking place for students enrolled within the LICENSEE'S schools.
 - 1.1.3. Presentations taking place during recess or lunch time.
 - 1.1.4. Presentations taking place for holiday reasons (Christmas, Halloween, etc...).
 - 1.1.5. Presentations taking place for special rewards programs.
 - 1.1.6. Presentations taking place during administrative meetings.
 - 1.1.7. Presentations taking place for student activities (no-fundraisers).
 - 1.1.8. Presentations taking place during inclement weather periods.
 - 1.1.9. Presentations taking place outside of normal school hours.
 - 1.1.10. Presentations taking place for not-for-profit **school-related** fundraising purposes.
 - 1.1.11. Presentations taking place for audiences other than students – i.e. parents, siblings and immediate family members.
 - 1.1.12. All establishments (schools) represented by the Licensee shall be entitled to one (1) complimentary rental of any pre-release title available from ACF during the term of this agreement. Said establishments shall be responsible for all shipping (depending on location), encryption costs (\$35 per DVD) and taxes related to such rentals.
 - 1.1.13. Establishments wishing to obtain additional pre-release rentals beyond their allotted one pre-releases shall be charged a separate licensing fee (**minimum \$100**) based on the details of their events. Said establishments shall be responsible for all shipping (depending on location), encryption costs (\$35 per DVD) and taxes related to such rentals.
2. In consideration of the above granted license, the LICENSEE shall remit within thirty (30) days of the reception of this document, a sum of **\$3,072.75 + all applicable taxes**.
3. Said consideration is based on 100% of the Licensee's total student population, consisting of **4097 students**.
4. It is understood that the LICENSEE and organisations under its authority shall have the responsibility of obtaining (renting, purchasing, borrowing) the feature length movies and programs covered under this agreement from legal and commercially available sources, and that ACF shall not be held responsible for the availability of such movies and programs. It is further understood that A.C.F., as per the instructions of the studios and producers it represents, reserves the right to withdraw certain titles and program from distribution.
5. The LICENSEE shall remit to A.C.F. quarterly (every three months) usage reports of the screened feature length films and programs at its premises, including the title and the date of presentation of said motion picture videos, if the LICENSEE has not screened any feature length films and programs for a certain period, the forwarded reports shall contain annotations to this effect.
6. A.C.F. shall have the responsibility to forward to the appropriate producers / studios, the royalties payable following said screenings by the LICENSEE as provided by the quarterly reports furnished by the LICENSEE.
7. It is understood and accepted that the availability of studios, producers, films and programs may change from time to time, and that this in no way affects the provisions of this agreement.
8. It is further understood that this agreement shall not be deemed an exclusive licensing agreement.

9. The LICENSEE and the organizations (i.e. schools) it represents understand and agree to the following movie presentation guidelines:
 - 9.1. All presentations must take place on the premises of the LICENSEE and the organisations (i.e. schools) it represents. Events occurring in unrelated third party venues such as parks, community centres, churches, etc. are not covered under this agreement and must be approved and licensed separately.
 - 9.2. All presentations must take place within an INDOOR setting. Outdoor movie presentations occurring on the property of the LICENSEE and the organisations (i.e. schools) it represents are possible, but must be approved separately.
 - 9.3. All presentations must be related to school and/or parent committee activities and must be for the general school community – teachers, administrators, students, parents and siblings. Movie presentations open and advertised to the general public must be approved and licensed separately.
 - 9.4. Presentations done by unrelated third parties occurring on the property of the LICENSEE and the organizations (i.e. schools) it represents are not covered under this agreement and must be approved and licensed separately. This applies more specifically to school board property that may be rented to municipal and community organisations. Furthermore, licenses cannot be transferred or borrowed by unrelated third party organizations.
 - 9.5. All presentations must be not-for-profit in nature. Fundraisers are possible (i.e. accepting donations or canned goods), but all funds generated must be for school related purposes. Fundraisers of a commercial nature must be approved and licensed separately.
 - 9.6. All advertising must be non-commercial in nature and be restricted to school related media (newsletters, Facebook, Twitter, etc.). Advertising of a commercial nature must be approved and licensed separately.
10. In the event of a default by the LICENSEE to respect the aforementioned conditions, the present license shall be automatically deemed null and void and all residual license fees shall remain the ownership of A.C.F. as liquidated damages without prejudice to A.C.F. in all its legal rights and resources against the LICENSEE.
11. The present agreement shall be deemed to be renewed at the end of its term (for another similar term) unless transmission of a *written* notice to the contrary has been received no later than 90 days prior – i.e. on or before June 30, 2018 - to the expiration date of this agreement (September 30, 2018).
12. It is understood by all parties, that the present license is meant to cover non-profit screenings using commercially available feature length movies and programs. All presentations in venues or by organisations not strictly related to the LICENSEE are forbidden.
13. It is further agreed and understood that the LICENSEE is required to submit an original signed copy of this agreement to A.C.F., and that the LICENSEE and it's signing representative (s) understand, acknowledge and accept the specifications, statements and commitments described in this agreement, without prejudice to A.C.F. and its representatives.
14. It is understood that this agreement supersedes and takes precedence over any and all previously signed licensing agreements between A.C.F. and the LICENSEE.
15. It is understood that payment of invoice **157839** constitutes an implicit acknowledgement and acceptance of all of the terms, conditions, and definitions contained herein.

The present agreement shall be governed by the laws of the Quebec.

THE PARTIES HAVE ACCEPTED THE TERMS HEREIN AND SIGNED AS FOLLOWS

The LICENSEE, by

Signature: Betty Bayer
Print Name: Betty Bayer
Title: Director of Education
Date (print): November 6, 2017

Reference Invoice # : **157839**

Purchase Order # :

And A.C.F., by

Signature: Jean-François Cormier
Print Name: Jean-François Cormier
Title: Sales Manager
Date: October 23, 2017