

STOCK FOOTAGE LICENSE AGREEMENT

This License Agreement (hereafter “Agreement”) governs the terms by which content users may use the media works available for licensing via <http://scaringifilms.com/selected-works/stock-footage> (the “Website”). By signifying your acceptance of this Agreement or by or using any un-watermarked content from the Website in any way, you are agreeing to be legally bound by this Agreement.

SUMMARY:

Initial licensing fee: \$200 per clip - for any of the clips on the Website, this includes:

- Use in any project type - including advertising
- Distribution in all media formats - broadcast, web, print, etc
- Non-exclusive use - additional charges for exclusive use, may be purchased later
- Worldwide distribution
- Single project use - but may use in perpetuity for that project
- Native format and 1080p QuickTime ProRes files provided at no additional charge
- Reduced rates available for non-profit, educational uses, independent film, and for multiple clips purchased at once. Contact RobynScaringi@gmail.com for a quote.

PARTIES: The current copyright owners of the media works available on the Website are Scaringi Films, located in Shoreline, WA, and LionSky Productions, located in Seattle, WA. Hereafter these two parties will be known as the “Grantor.” This agreement is between the Grantor and you, or the person who downloads the media works from the Grantor, or the company that you are representing (hereafter, the “Licensee”).

GRANT OF RIGHTS: For each video clip, Grantor hereby grants Licensee the non-exclusive, non-transferable, worldwide right and license to exhibit, distribute, transmit, perform, and edit each clip or part thereof in any media format. All copyright and other intellectual property rights are retained by Grantor.

LIMITATIONS OF RIGHTS: The video clip is licensed according to a per project basis, the nature of which must be disclosed at the time of purchase. Perpetual use within said project is hereby granted in accordance with the paragraph above. Extended, multi-project, or exclusive licenses may be purchased at any time. Payment for an extended license will be demanded in the event Grantor discovers any violation of this Agreement by Licensee.

PAYMENT, DELIVERY OF MATERIALS: Payment can be made via check, money order, PayPal or POPmoney (popmoney.com). Unless otherwise arranged, delivery of final materials will occur through dropbox.com or other similar file sharing service. Delivery will occur within 24 hours of receipt of payment.

WARRANTY, INDEMNIFICATION: Grantor warrants that Licensee’s use of the video media in accordance with this Agreement will not infringe on any copyright, moral right, trademark or other intellectual property right and will not violate any right of privacy or right of publicity. Provided that Licensee is not otherwise in breach of this Agreement, Grantor shall indemnify and hold Licensee harmless from any actual or threatened lawsuit, claim or legal proceeding alleging that Grantor has breached said warranty.

JURISDICTION: The parties hereby agree to submit any dispute arising under this Agreement to the exclusive jurisdiction of courts located in Washington State.