

SWANK MOTION PICTURES, INC. PUBLIC PERFORMANCE LICENSING AGREEMENT FOR CORRECTIONAL INSTITUTIONS

This AGREEMENT is made on this 2nd day of February 2017, between MONTANA DEPARTMENT OF CORRECTIONS YOUTH SERVICES("Licensee" herein) and SWANK MOTION PICTURES, INC. ("Swank" herein), a Missouri corporation.

1. Subject Matter and Term of Agreement

A. Swank is an authorized distributor of copyrighted motion pictures ("DVDs" herein) for non-theatrical public performances. Swank desires to license Licensee for public performance exhibition. Licensee desires to exhibit movies licensed from Swank on the terms and conditions set forth herein.

B. The term of this Agreement shall commence on March 1, 2017 and continue through February 28, 2018, after which day it shall expire unless renewed or renegotiated by mutual agreement of the parties.

2. License

Producers listed are those supplying titles at the time of this printing.

During the term of this contract, Swank shall license Licensee for public performance in its facility on the terms and conditions set forth herein. New facilities added during the term of this contract will require an amendment agreed to in writing by both parties. During the contract period, Licensee may exhibit DVD for showings only at its location(s) listed in Exhibit A. Licensee shall be entitled to choose from Swank's current and future list of available movies for public performance purposes which includes titles distributed by Paramount Pictures, Warner Bros, Bleecker Street, Fine Line Features, Lorimar Productions, New Line Cinema, Picturehouse, RKO Films, The Ladd Company, Turner Pictures, Warner Independent Pictures, Warner Premier, A24 Films, STX Entertainment, MGM/UA, American International, Orion, United Artists, Lions Gate Films, Trimark, Sony Pictures, Columbia Pictures, Epic Productions, Tristar Pictures, Triumph Films, Paramount Vantage, NBC Universal Pictures, Polygram, Focus Features, Gramercy, October Films, USA Films, Summit Entertainment, The Weinstein Company, Buena Vista Distribution, Hollywood Pictures, Miramax, Touchstone Pictures and Walt Disney Pictures. Rentals and or purchases of titles covered by this Agreement are at the expense of the Licensee.

3. Terms

In consideration of the License, MONTANA DEPARTMENT OF CORRECTIONS YOUTH SERVICES shall pay Swank a License Fee of \$495.00 payable in one installment upon receipt of invoice.

4. Payment

Invoice is due and payable upon receipt.

5. Advertising

These motion pictures are specifically licensed for non-theatrical showings only. Promotion or advertising outside the Facility is strictly prohibited.

6. Warranties

Swank warrants that:

Swank is authorized by the copyright owners of the titles distributed by Swank to license to others for non-theatrical public performance purposes.

SWANK MOTION PICTURES, INC.
PUBLIC PERFORMANCE LICENSING AGREEMENT
continued

7. Notices

All notices to be given hereunder shall be in writing or delivered personally or mailed by pre-paid certified or registered mail (return receipt requested) as follows:

If to Swank:

SWANK MOTION PICTURES, INC.
10795 Watson Road
St. Louis, Missouri 63127-1012

Attn: John Kersting
Institution Sales Manager

If to Licensee:

MONTANA DEPARTMENT OF CORRECTIONS YOUTH SERVICES
5 S LAST CHANCE GULCH
Helena, MT 59601

Attn: CINDY MCKINZIE
YOUTH SERVICES DIVISION

or to such other addresses as the parties shall specify, or by written notice so given, and shall be deemed to be given as of the date so delivered or mailed.

8. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

EXECUTED on the day and year first above written.

SWANK MOTION PICTURES, INC.

By 
John Kersting
Institution Sales Manager

MONTANA DEPARTMENT OF CORRECTIONS YOUTH SERVICES

By 

Name Cindy McKinzie

Title Youth Services Administrator

EXHIBIT A

LOCATION:

MONTANA DEPARTMENT OF CORRECTIONS YOUTH SERVICES

Helena, MT 59601