

Institutional DVD Terms of Sale

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PUBLIC PERFORMANCE RIGHTS

What are Public Performance Rights?

Public Performance Rights (PPR) allow screenings of DVDs for educational purposes. PPR permit screenings in a classroom or library, or for a group outside the home **when no admission is charged**. PPR are included with DVDs purchased from this site. DVDs purchased from home video retailers or through any persons or sites other than this web site do NOT carry Public Performance Rights, and screening those DVDs for an audience is illegal. DVDs from those locations may be screened for private home-only use, unless Public Performance Rights are purchased separately or an open showing is arranged.

Do I need an Institutional copy?

If you are inquiring on behalf of a school, university, library, or any community center and are not charging admission, you must purchase an Institutional copy or purchase Public Performance Rights.

How much do Institutional copies cost?

An Institutional copy of **the ear goes to the sound: The Work of Laetitia Sonami** costs \$300.00. Public Performance Rights are good for the life of the physical DVD, so by purchasing the PPR once, your organization can have unlimited screenings of the film as long as no admission is charged.

How soon will I receive my Institutional copy?

Orders will ship within seven (7) business days via the United States Postal Service. Notification will be sent once orders have shipped. Payment is required before sending an order.

TERMS OF SALE

I agree that I ("the Licensee") shall pay to Renetta Sitoy ("the Licensor") a non-refundable fee (the "License Fee") equal to the amount listed below applicable to the Licensee at the time of execution of this Agreement, payable in U.S. dollars (USD). **The amount due is: \$300 per Institutional copy of DVD**

1. Public Performance Rights are good for the life of the physical DVD.
2. The DVD and its contents are protected under the United States Copyright Code and those of other nations. The DVD and its contents may not be altered or copied in any manner.
3. The DVD and its contents are to be used for educational purposes. Short quotes and single frames may be used in scholarly works and reviews only to the extent permissible under the US Copyright Code, provided they are accompanied by proper attribution.
4. The DVD may not be shown to the general public, theatrically, commercially, or for a profit, and screenings may not be advertised to the general public.

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5. The DVD and its contents (in whole or in parts) may not be uploaded in any manner onto web servers, web hosts, or video-hosting websites.

6. The DVD and its contents may not be broadcast or televised.

7. The DVD and its contents may not be rented, loaned for a fee, or leased to others. If loaned to others, the purchaser may charge a refundable deposit and/or late fees.

8. To ensure that persons using or borrowing the DVD understand the usage restrictions, a copy of the license should be included in the box, folder, or other holder used to house the DVD.

9. The Public Performance Rights are held only by the purchaser of the Public Performance Rights and accompanying DVD. Public Performance Rights are not transferable.

By ordering an Institutional copy of the DVD, you are agreeing to the following:

I hereby certify that I will screen this film in the manner specified above. I will not reproduce in any manner, broadcast, or televise the film. I will be responsible for any damages incurred to the DVD. If a DVD is received in damaged or unsatisfactory condition, it may be exchanged for a new copy within seven (7) days of receipt. Refunds are not offered and all sales are final.

With respect to the License granted hereunder, it is expressly understood and acknowledged by the Licensee that any rights, title, or interest that the Licensor maintains with respect to the Film are expressly reserved by the Licensor. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and any amendments, changes, or modifications shall have legal effect and be binding only if made in writing and signed by both parties.

This Agreement may be executed in individual counterparts, all of which shall collectively be deemed one agreement. A facsimile signature shall be deemed an original signature for all purposes of enforceability hereof.

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Please print out and read this document. Scan and email the completed form to: thearfilm@gmail.com

Your Organization (Please Print)

Signature of Representative and Date

Printed Name of Representative

Phone _____

Email _____

Please send the Institutional copy of the DVD to (name, organization and address):
