



Motion Picture Film Sale and License Agreement

1. **Definitions.** As used in this agreement:
 - (a) "Zipporah Films" means Zipporah Films, Inc. a corporation organized and existing under the laws of the Commonwealth of Massachusetts, and having its principal offices at One Richdale Avenue, Unit #4, Cambridge, Massachusetts 02140, USA.
 - (b) "Customer" means anyone completing a purchase on www.zipporahstore.com.
 - (c) "The film" means a DVD or VHS, in b&w or color with sound track, distributed by Zipporah Films, Inc.
2. **The film.** Within 30 days after execution of this agreement, Zipporah Films shall deliver to Customer the DVD(s) or VHS(s) which shall be used by Customer only in accordance with the terms of this agreement.
3. **Use and care of the film.** Customer shall not copy, duplicate or reproduce the film or any part thereof; shall retain the film in its custody and control at all times; and shall exhibit the film without the addition or deletion of any matter.
4. **License to exhibit.** Zipporah Films hereby grants to Customer a license to exhibit the film only for non-commercial purposes. Customer shall not make or permit any television showing of the film or any part thereof. Customer shall not make or permit any showing of the film(s) or any part thereof in any commercial motion picture theatre. Customer shall not make the film(s) available for any digital streaming or download by other parties; nor distribute it by any future technologies. Customer may not show the film in a public setting unless a license for public performance rights has been purchased. All rights not specifically granted within this contract are retained by Zipporah Films, Inc.
5. **Educational Customer Purchase.** When purchasing a film at the educational rate, Customer is granted public performance rights, which entitle Customer to show film to a public audience where admission fees are not charged. This right does not apply when film is purchased at home use rate.
6. **Taxes.** Customer shall pay at its own expense any taxes or other charges imposed by any governmental body upon its exhibition of the film or its use of the film.
7. **Fee.** In consideration for the license and rights granted to Customer under this agreement, Customer shall pay the sum for the film(s) plus shipping and handling as listed on the attached order form or Zipporah Films website.
8. **Refunds and Exchanges.** No refunds will be issued. All sales are final. If a DVD or VHS is received by Customer in damaged or unsatisfactory condition, it may be exchanged for a new copy of the same film. Damages must be reported within 14 days of receipt of film.
9. **Assignment.** This agreement shall not be assigned by Customer to any person without the written consent of Zipporah Films.
10. **Entire agreement.** This writing constitutes the entire agreement and understanding of the parties and shall not be modified or amended except by a writing signed by the parties.

AGREED TO BY:

By: _____

Date: _____

Print Name: _____

Zipporah Films, Inc.
One Richdale Avenue, Unit #4
Cambridge, MA 02140
T : 617.576.3603 F : 617.864.8006
www.zipporah.com info@zipporah.com

DVDS ORDERED:

TITLE	QUANTITY	PRICE PER DVD, EDUCATIONAL LICENSE	PRICE PER DVD, INDIVIDUAL USE	TOTAL PRICE
<i>The Cool World</i>		\$400.00 – VHS ONLY	N/A	
<i>Titicut Follies</i>		\$500.00	\$34.95	
<i>High School</i>		\$400.00	\$34.95	
<i>Law and Order</i>		\$400.00	\$29.95	
<i>Hospital</i>		\$400.00	\$29.95	
<i>Basic Training</i>		\$400.00	\$29.95	
<i>Essene</i>		\$400.00	\$29.95	
<i>Juvenile Court</i>		\$400.00	\$29.95	
<i>Primate</i>		\$400.00	\$29.95	
<i>Welfare</i>		\$400.00	\$29.95	
<i>Meat</i>		\$400.00	\$29.95	
<i>Canal Zone</i>		\$400.00	\$29.95	
<i>Sinai Field Mission</i>		\$400.00	\$29.95	
<i>Manoeuvre</i>		\$400.00	\$29.95	
<i>Model</i>		\$400.00	\$29.95	
<i>The Store</i>		\$400.00	\$29.95	
<i>Racetrack</i>		\$400.00	\$29.95	
<i>Blind</i>		\$400.00	\$29.95	
<i>Deaf</i>		\$400.00	\$29.95	
<i>Adjustment & Work</i>		\$400.00	\$29.95	
<i>Multi-Handicapped</i>		\$400.00	\$29.95	
<i>Missile</i>		\$400.00	\$29.95	
<i>Near Death</i>		\$600.00	\$39.95	
<i>Central Park</i>		\$400.00	\$29.95	
<i>Aspen</i>		\$400.00	\$29.95	
<i>Zoo</i>		\$400.00	\$29.95	
<i>High School II</i>		\$400.00	\$29.95	
<i>Ballet</i>		\$400.00	\$29.95	
<i>La Comedie Francaise</i>		\$400.00	\$39.95	
<i>Public Housing</i>		\$400.00	\$29.95	
<i>Belfast, Maine</i>		\$400.00	\$39.95	
<i>Domestic Violence</i>		\$400.00	\$29.95	
<i>Domestic Violence 2</i>		\$400.00	\$29.95	
<i>La Dernière Lettre</i>		\$200.00	\$29.95	
<i>State Legislature</i>		\$400.00	\$29.95	
<i>La Danse— DVD</i>		\$400.00	\$34.95	
<i>La Danse— Blu-Ray</i>		\$450.00	\$44.95	
ORDER SUBTOTAL:				

Massachusetts Residents add 6.25% Sales Tax to order subtotal above: _____
 (or tax exempt organizations enter your Federal Tax ID Number)

Enter any discount that may be applied to subtotal here: _____

Domestic US: Shipping & Handling with US Postal Service (5-7 business days from receipt of order):

I am ordering 1-3 DVDs	Add \$6.95 to order subtotal
I am ordering 4 -18 DVDs	Add \$12.95 to order subtotal
I am ordering more than 18 DVDs	Please contact us for a quote
ADD TO SUBTOTAL ABOVE FOR ORDER TOTAL:	

International: Shipping & Handling with Global Priority Mail (5-12 days business days from receipt of order):

I live in Canada or Mexico and am ordering 1-3 DVDs	Add \$25.00 to order subtotal
I live in another country and am ordering 1-3 DVDs	Add \$28.00 to order subtotal
I live in Canada or Mexico and am ordering 4 – 8 DVDs	Add \$30.00 to order subtotal
I live in another country and am ordering 4 - 8 DVDs	Add \$35.00 to order subtotal
I live in another country and am ordering 9 – 18 DVDs	Add \$45.00 to order subtotal
ADD TO SUBTOTAL ABOVE FOR ORDER TOTAL:	



PURCHASE ORDER #: _____

****OR****

CHECK/MONEY ORDER #: _____
(please make checks/money orders payable to Zipporah Films, Inc.)

<u>SHIP TO</u>	<u>BILL TO</u>
Name:	Name, Title, Department:
Address:	Address:
Address:	Address:
Telephone:	Telephone/Fax:
	Email:

**PLEASE SEND ALL THREE PAGES VIA FAX OR MAIL TO THE FAX
NUMBER OR MAILING ADDRESS BELOW**

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