

# Planetarium Show Performance License Agreement

**AN AGREEMENT** is made between Loch Ness Productions, a Colorado-based corporation, (referred to below as "LICENSOR", "We", "Our", or "Us"), and the planetarium, theater, or institution identified below (referred to as "LICENSEE", "You", or "Your").

**WHEREAS** we have obtained and own certain rights with respect to a collection of copyrighted audio, visual, and textual materials titled \_\_\_\_\_ (hereinafter referred to as "the show") and,

**WHEREAS** you wish to license the right to publicly display and perform the show, according to the terms of this license,

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we and you agree to the following terms and conditions:

1. IN-HOUSE PERFORMANCE RIGHTS	We grant you limited and non-exclusive rights to use materials provided in the show package to install, program and present the show in a single planetarium theater at your facility. The show may be performed for public audiences as often as you desire; admission may be charged for the performances.
2. PERFORMANCE CONDITIONS	You agree that the show will always be presented in its entirety. No audio material may be edited from the soundtrack. All the visuals provided in the show package (all-skys, panoramas, video, and slides) will appear when and in the form indicated in the script/production notes book. You will not create derivative works based on the show.
3. SYNCHRONIZATION RIGHTS	We grant you permission to synchronize certain visuals with those provided in the show package, such as pointer indicators, or those from the planetarium projector or its equivalent -- e.g., stars, planets, Moon. We also grant permission to synchronize display of the text of the script using captioning or other text-display devices. Beyond this, you agree not to add or substitute visuals from other sources without first obtaining our written approval. We grant you permission to record and synchronize translated narration tracks with the narrationless soundtrack provided by us for such purpose. Beyond those, you agree not to add or substitute audio material from other sources without first obtaining our written approval.
4. COPIES	We grant you permission to copy only the materials necessary for producing the show as an effective planetarium presentation at your site. For example, copies of the script may be made for distribution to production staff members; copies of the soundtrack may be made onto various media for playback and/or archiving. Beyond these production copies, no portion of the show -- visuals, script text or soundtrack -- may be reproduced, stored in a data retrieval system, or transmitted by any means, whether electronic, mechanical, photocopying, slide transfer or otherwise, without first obtaining our written approval.
5. COPYRIGHT	The show contains materials copyrighted by Loch Ness Productions, and others which are used under strictly limited permissions from their respective copyright owners. You and your employees agree to abide by all applicable copyright laws, and not reproduce, recreate, duplicate or otherwise make unauthorized copies of copyrighted material, and to take all steps as reasonably necessary to prohibit others from doing the same. The copyright law of the United States (Title 17, U.S. Code) governs the making of reproductions of copyrighted material without permission; certain international copyrights also apply.
6. OTHER VENUES AND MEDIA	You agree that no portion of the show will be displayed or performed outside the licensed site, used in any other program, or transferred to another medium, such as radio or television broadcast, cable or Internet, without first obtaining our express written permission.
7. PUBLICITY	In all forms of advertising — e.g., posters, press releases, Web pages, public service announcements — that you create for the show, the credit phrase "This show was created by Loch Ness Productions." must be included. You agree not to state or in any way suggest that the show was created or produced by you or your staff, or that we are presenting the program at your facility. Phrases such as "The McKluth Planetarium presents..." are acceptable in billing the program. Biographical and promotional material provided with the show package about the people involved in the production may be used in publicity releases for the show, but this information may not be altered to state or in any way suggest that any individual or organization in the above-mentioned credit phrase is endorsing, starring in, or making a personal appearance at your presentation.

8. NON-TRANSFER	You agree that neither this License nor use of any or all parts of the materials provided in the show shall be transferred, conveyed, granted, assigned or sublicensed to any of your officers, employees, agents or assignees, or to other individuals or organizations. You may not rent, lease, loan, export or resell any portion of the show to any other individual or organization without first obtaining our express written permission.
9. TERM	This License shall continue for a term of fifty (50) years, or until otherwise terminated.
10. TERMINATION	We retain the unqualified and irrevocable right to terminate this Agreement at any time, without cause, upon verbal, written or electronically transmitted notice to you.
11. BREACH	Use of the show for any purpose outside the scope of this License without first obtaining our express written permission shall be a breach of this License. In such event, or if you fail in any of your obligations under this Agreement, this License shall automatically terminate, and you shall promptly return all show materials to us at the above-indicated address. If the termination is due to a breach, we shall be entitled to all proceeds of any kind received by you for such unauthorized use.
12. AUTHORITY AND VOLUNTARINESS	You and we expressly represent and warrant that we each have the requisite power and authority to enter into and to perform the obligations under this Agreement, and have entered into this Agreement voluntarily and without compulsion.
13. AMENDMENTS	This Agreement constitutes the entire agreement between you and us, and shall not be modified, except in a written document you and we both sign.
14. INDEMNITY	You agree to defend and indemnify us against all claims, losses, liabilities, damages, costs and expenses, including attorney's fees, which we may incur in connection with your breach of this Agreement. This section shall survive termination of this Agreement.
15. NON-WAIVER	A failure to enforce any provision of this Agreement at any time shall not nullify our right to enforce the same or any other provision in the future.
16. JURISDICTION	The law governing the interpretation and enforcement of this Agreement shall be determined pursuant to the choice of law rules applicable in the jurisdiction in which any action to interpret or enforce this Agreement is commenced.
17. SEVERABILITY	In the event that a court of competent jurisdiction enters a final judgment holding invalid any material provision of this Agreement, the remainder of this Agreement shall be fully enforceable.
18. NO WARRANTY AND LIMITATION OF LIABILITY	The materials in the show are provided "as is" and without any warranty or condition, whether express, implied or statutory. In no event will we or our suppliers be liable for any lost profits or other consequential, incidental or special damages (however arising, including negligence) in connection with the show or this agreement, even if we have been advised of the possibility of such damages.
19. PRIVACY STATEMENT	The Loch Ness Productions Privacy Statement found online at < <a href="http://www.lochnessproductions.com/privacy.html">http://www.lochnessproductions.com/privacy.html</a> >, is incorporated herein by reference.

**IN WITNESS WHEREOF**, the parties have executed this Agreement, effective on the later of the execution dates shown below.

<p>LICENSOR</p> <p>For: Loch Ness Productions</p> <p>By: _____</p> <p>Printed Name: <u>Mark C. Petersen</u></p> <p>Title: <u>President</u> Date: <u>1 February 2011</u></p>	<p>LICENSEE</p> <p>For: _____ Planetarium/Theater/Institution (licensed site)</p> <p>By: _____ (authorized signature)</p> <p>Printed Name: _____</p> <p>Title: _____ Date _____</p>
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