

# LOCH NESS PRODUCTIONS LICENSE AGREEMENT FOR FULLDOME SHOWS

**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 reproduction and distribution rights with respect to a collection of copyrighted audio, visual, and textual materials, title listed below (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 Agreement,

**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 install the Show on a single playback system for display in a single planetarium or dome theater at the site listed below. The Show's video imagery may be sliced or warped to accommodate projection geometry, as long as the final onscreen display matches its original dome master form. The Show may be displayed and performed for public audiences as often as you desire; admission may be charged for the performances.
2. PERFORMANCE CONDITIONS	You agree that when presented in public, the Show will always be performed in its entirety; it will not be excerpted or edited. You will not: a) decompile, disassemble or otherwise reverse engineer the Show; b) modify, translate, or create derivative works of the Show; c) remove any copyright or other proprietary designations. When credits are shown, house lights will not obscure or otherwise diminish viewing on the dome.
3. SYNCHRONIZATION RIGHTS	We grant you 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 audio or visual material to the Show from other sources without first obtaining our express written permission.
4. COPIES	We grant you permission to copy only the materials necessary for presenting the Show effectively at your site. For example, the video and soundtrack files may be copied from our distribution media onto various media storage devices for theater playback, backup and/or archiving purposes. Beyond these production copies, no portion of the Show — visuals, script text or soundtrack — may be duplicated, reproduced, stored in a data retrieval system, distributed or transmitted by any means, whether electronic, mechanical, photocopying, or otherwise, without first obtaining our express written permission.
5. COPYRIGHT	You and your employees agree to abide by all applicable copyright laws, and not reproduce, recreate or otherwise make unauthorized copies of the Show's 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. CREDIT PHRASE AND PUBLICITY	We may require display of a "credit phrase" acknowledging the Show's creators, producers, sponsors, etc., along with their associated logos. In all forms of advertising that you create for the Show — e.g., posters, press releases, Web pages, public service announcements — you agree to always include the unaltered credit phrase, along with logos as provided. You must not state or in any way suggest that the Show was created or produced by you or your staff, or that any individual or organization mentioned in the credit phrase is presenting the program at your site. Phrases such as "The McKluth Planetarium presents..." are acceptable in billing the program. Promotional material and biographical information about individuals and organizations involved in the production provided with the Show may be used in related publicity releases, but this information may not be altered to state or in any way suggest that any individual or organization mentioned in the credit phrase is endorsing, starring in, or making a personal appearance at your presentation.
8. ATTENDANCE REPORTING	You agree to provide attendance reports for the Show (when required by us), by entering data and submitting a form on a Web site provided for the purpose. Information on the Web form will specify the frequency and periods for the reporting.

9. TERM	This License shall continue from the execution date of this Agreement, for the License Term listed below, or until otherwise terminated.
10. 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.
11. BREACH	Use of the Show for any purpose outside the scope of this License without first obtaining our express written permission shall be considered a breach. 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. If the termination is due to a breach, we shall be entitled to all proceeds of any kind received by you from 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, 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. CEASE OPERATIONS	If we cease business operations as the Show's distributor, you agree that all right, title, and interest in this Agreement may be transferred to a third party we choose. You further agree that, in such event, that third party may thereafter choose to continue or terminate this Agreement with you.
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 it 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 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. HEADINGS	The headings and titles in this Agreement are used for convenience only and are not to be considered in construing or interpreting it.

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

**LICENSOR:**

For: Loch Ness Productions

By:

Printed Name: Mark C. Petersen

Title: President Date: **16 October 2017**

**LICENSEE:**

For: \_\_\_\_\_  
Planetarium/Theater/Institution (licensed site)

Location: \_\_\_\_\_  
(address, primary place of business)

By: \_\_\_\_\_  
(authorized signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date \_\_\_\_\_

Show Title: **EXPLORE**

License Term:

**SHOW CREDIT PHRASE:**

**"EXPLORE is a production of Creative Planet, and is distributed by Loch Ness Productions."**