



## CLIENT AGREEMENT

A signed copy of these terms and conditions must be received prior to any delivery of broadcast quality elements

Company: \_\_\_\_\_ (hereafter “Client”) Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Project Type: \_\_\_\_\_  
Program/Production Title: \_\_\_\_\_

### CLIENT AGREES TO FOLLOWING TERMS AND CONDITIONS:

1. If Client requests broadcast-quality elements,  
**Client will be billed a NON REFUNDABLE minimum license fee of \$**  
**MINIMUM LICENSE FEES CANNOT BE REFUNDED EVEN IF MATERIAL IS NOT USED**
2. Client agrees to pay digital upload fees of \$.
3. F.I.L.M. Archives, Inc. warrants that the Footage (as defined below) is in the public domain and/or has been duly licensed from the copyright holder of record and will indemnify and hold harmless client from any and all claims, losses, demands and liabilities resulting from claims of copyright infringement. EXCEPT AS SET FORTH IN THE FOREGOING SENTENCE, F.I.L.M. ARCHIVES MAKES NO OTHER WARRANTY TO ANY OTHER RIGHTS OF ANY NATURE WHATSOEVER. CLIENT MUST OBTAIN ALL OTHER CLEARANCES AND PERMISSIONS NECESSARY AND PAY ALL RE-USE FEES AND OTHER COMPENSATION RELATED TO THE USE OF THE FOOTAGE (PRIMARILY BUT NOT EXCLUSIVELY MUSIC, TALENT, UNDERLYING WORKS, TRADEMARK, PROFESSIONAL ORGANIZATIONS, LEAGUES, EVENT RIGHTS HOLDERS AND/OR PERSONAL RELEASES) AND SHALL INDEMNIFY AND HOLD F.I.L.M. ARCHIVES AND ITS SUPPLIERS HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DEMANDS AND LIABILITIES ARISING OUT OF CLIENT’S USE OF FOOTAGE THAT IS NOT COVERED BY LICENSOR’S’ INDEMNITY.
4. Footage is licensed on a non-exclusive basis. The footage may be used solely in the Program or production detailed above and for no other purposes whatsoever. Under no circumstances may Client sub-license any Footage except to the extent and in the form that such Footage is contained in the Program or production. Nothing herein shall be deemed to preclude Client's right to freely assign the Program, in whole or in part to any individual, firm or corporation.
5. All Footage used will be billed at the specified rate for the full frame or any portion or modification thereof. Usage of audio will be counted as footage used. If footage is sped up, fee will be calculated based on the actual running time of the footage provided. If Footage is slowed, fee will be calculated based on the amount of time the Footage appears on screen. If Footage is repeated, the fee will be calculated based on the amount of time that the repeated Footage appears on screen.
6. Rate of this project shall be \_\_\_\_\_
7. Upon any breach of this agreement, the undersigned further agrees to pay all reasonable outside attorney’s fees and any actual and reasonable costs of collections necessary to enforce this agreement. If client’s account is turned over to collection agency for non-payment, an **additional 25% fee** will be added to the amount due. In no event shall F.I.L.M. Archives, Inc. have the right to enjoin or restrain the production, distribution, exhibition, advertising or exploitation of the Program.
8. **FIRST TIME CLIENTS MUST PAY ALL FEES PRIOR TO SHIPMENT OF FINAL FOOTAGE SELECTIONS. ALL OTHERS MUST REMIT WITHIN 30 DAYS OF BILLING. NO LICENSE IS GRANTED UNTIL ALL FEES ARE PAID.**

9. F.I.L.M. Archives and its supplier's liability here under shall be limited to amounts received pursuant to this agreement. In no event shall F.I.L.M. Archives be liable for incidental or consequential damages.

10. Fee grants the following rights:

11. In the event of a breach by Client, F.I.L.M. Archive Inc.'s sole remedy shall be at law for money damages and in no event shall F.I.L.M. Archive Inc.'s be entitled to restrain, impair or otherwise enjoin the production, distribution and/or exploitation of the Program.

AGREED AND ACCEPTED  
FOR CLIENT

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FOR F.I.L.M. ARCHIVES, INC.

BY: \_\_\_\_\_  
(please sign above)

NAME: \_\_\_\_\_  
ACCOUNT REPRESENTATIVE  
(please print name)

TITLE: \_\_\_\_\_  
(please print title)



BY:

NAME: Mark Trost

TITLE: President

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