

**CAMERAWORK PTY LIMITED**

ABN 47 002 277 296

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**SALE & LICENSE AGREEMENT**

**1. Definitions used in this Agreement:**

(a) "Camerawork" means Camerawork Pty Limited - ABN 47 002 277 296 - an Australian Company.

(b) "the Licensee" means either:

(name of organization)

(address of organization)

or:

(name of person)

an individual residing at:

(home address)

(c) "the Film" means, in each instance, a videorecording - in VHS, DVD or other videotape format, in either the PAL or NTSC standard (as specified herein) - of the motion picture film or films titled:

(title/s)

(format)

(number of copies)

**2. The Terms of this Agreement:**

Camerawork warrants that the copyright in the Film is entirely owned by it or that it has the authority of the copyright owner to grant permission for the use of the Film under the terms of this Agreement ("the License").

Camerawork shall deliver to the Licensee one or more copies of the Film (as specified herein) which shall be used by the Licensee only in accordance with the terms of this Agreement.

The Licensee shall not duplicate the Film or copy or reproduce the Film in any part thereof (including by digital or other means of copying to any computer) and shall retain the Film in its/his/her custody and control at all times.

Where the Licensee is a library, university, museum, college, school, or other educational institution, the License, which includes public performance rights, is granted for one location (campus) only, unless stated otherwise in Clause 3 of this agreement.

Where the Licensee is an individual (as named above), the License permits him/her to use the Film only for private viewing in his/her home to a normal circle of a family and its social acquaintances and it expressly forbids the Licensee to use the Film for any commercial, non-commercial and/or educational purposes.

The Licensee shall not make or permit any television transmission of the Film, or any part of it, nor permit any showing of the Film or any part of it in any venue where an admission fee is charged. The Licensee shall not cause or permit any part of the Film to be transmitted over the Internet. The Licensee shall not cause or permit any part of the Film to be incorporated in any other audiovisual work. The Licensee shall not cause or permit any part of the film to be duplicated, placed on a computer, or streamed in any way, without the express permission, in writing, of Camerawork.

In consideration for the License and rights granted, the Licensee agrees to pay to Camerawork the following license fee and shipping charges\* (specify currency):

CURRENCY	LICENSE FEE	SHIPPING	TOTAL
Australian Dollars (AUD)	\$ AUD	\$ AUD	\$ AUD
US Dollars (USD)	\$ USD	\$ USD	\$ USD
Euros (EUR)	€ EUR	€ EUR	€ EUR

\* plus GST (for Australian customers only). Unless otherwise agreed, payment is to be made before the shipment of the Film to the Licensee. Payment may be made by credit card via the PayPal facility on 'sales' page of the Camerawork website, or by direct credit to the Camerawork bank account. On request, Camerawork will provide the Licensee with a formal invoice.

### **3. The Special Conditions of this Agreement**


#### **SIGNED AND AGREED:**

##### **On behalf of Camerawork Pty Limited:**

(name)	(title)	(date)
Dennis O'Rourke	Director	

##### **On behalf of the Licensee:**

(name)	(title)	(date)