

# Weatherstock® Royalty Free Footage End-User License Agreement

**KEEP IN A SAFE PLACE....SAVE THESE DOCUMENTS! CLIENT MUST MAINTAIN THIS LICENSE AGREEMENT TO LEGALLY USE FOOTAGE!**

The following is a legal agreement between you, hereafter called "Client" and Weatherstock® Inc. PLEASE READ THIS LICENSE CAREFULLY. Four pages total.

**Return and initial use policy:** Any use or reproduction of the Footage, including, but not limited to: editing, comps, layouts, broadcast, transmissions, scanning, reproduction, transferring or copying of any type in any media, shall constitute a use of the Footage and you agree to be bound by this Agreement and the terms herein upon such use. No refund shall be issued upon any such use. See [18].

The price of your video tape includes the following rights and restrictions. You do not have to notify Weatherstock® of any usage or pay any additional reproduction fees, as long as your specific use is legally granted within this Agreement.

[1] The word "Footage" and "raw Footage" shall refer to all video footage and sound, original, modified, or extracted still image(s), contained on the video tape(s) supplied to you.

[2] All Footage is copyrighted. All rights not specifically granted to you by this Agreement are reserved by Weatherstock® and subject to further permissions and licensing. The copyright and ownership remains with Weatherstock®. Your right to use the Footage is subject to the restrictions set fourth in this Agreement. No use or rights are granted what-so-ever until full payment for the Footage is received.

[3] Weatherstock® warrants and represents it is the owner of the Footage and the release and licensing of the Footage will not violate any rights or agreements of any third parties.

[4] By this Agreement, Weatherstock grants to the Client, non-exclusive, non-transferable right (see no 5 ) to use the Footage in the following ways:

## TERMS

(A) **Any Editorial, Feature, Corporate, Educational, Commercial, Advertising, Program, News, Motion Picture use, in any media including Television, Computer/Internet, Cable, Film, Video Tapes, DVD's, etc.,** (Unless otherwise restricted herein, or as restricted on page 4, under "**Restrictions and Terms.**")

(B) **Any broadcast, display, distribution, transmission or reproduction of the Footage** (in a completed project or program) to clients, affiliates, customers, or to any third party. This includes the sale of such projects or programs to third-plus parties. (Unless otherwise restricted herein or on page 4).

(C) **Release:** Footage is released only for use during the time period and markets as listed on the bottom of page 4 "**Restrictions and Terms.**" Client's completed projects or programs are licensed in perpetuity, worldwide distribution, in any media or language. Any use of Footage must be published (project or program released and completed) on or before the expiration date of the license. Original licensing time limits or use restrictions may not be reduced for credit or refunds. Footage is released for advertising and promotion of the program or project. This license grants the Client permission to edit and manipulate the Footage unless otherwise restricted herein.

**Expiration Date:** See receipt. One year from date of delivery unless otherwise noted on receipt.

(continued)

### **Restrictions:**

[5] "Non-transferable," as used in "[4]", means that the work produced using the Footage must be for the licensed Client's own use. Any finished project or program cannot be a method of distributing or re-selling raw Footage. Footage may not be edited or extracted from a previous product or program and reused for a new project or program after the license expiration date.

[6] Under no circumstances, may the Client sell, rent, loan, give, sub license, or otherwise transfer to **anyone** (including sub-companies, affiliates or third party clients) either the raw Footage or the right to use any raw Footage. (Raw Footage shall be deemed as any Footage in a "raw" format, not embodied in a finished production or project.) *The Client may request written permission from Weatherstock® if the transmission of raw Footage is necessary beyond the scope of these restrictions.*

[7] Footage may not be re-sold or otherwise distributed as "stock" footage."

### **Computer Display and Still Image Extraction's:**

[8] Still images or artistic renderings from the Footage may not be reproduced for re-sale as photographic prints, screen savers, clothing, posters, postcards, artwork or any other reproduction, printing or computer method where the purpose is to sell the still image as a product. No computer still image may be displayed higher than 72 dpi.

[9] Footage used for computer and Internet use (stills or moving picture files) must be credited as follows: ©Warren Faidley - Weatherstock® Inc. Raw Footage may not be displayed in any electronic medium, including computer/Internet formats without written permission from Weatherstock®.

### **Raw footage handling and transmission liability:**

[10] The Client understands and agrees that the copyright protection of the Footage is important. Recipient agrees not to transmit any raw Footage via satellite, computer or by any other electronic means where the raw Footage could be pirated or used by an unauthorized third party. Client shall accept responsibility for any and all negligent handling of the raw Footage. Footage contained within the body of the Client's finished production or program use shall be exempt from such transmission liability.

[11] Client may make copies of the raw Footage for editing or for transfers to other formats. However, all such transfers of raw Footage must contain the copyright notice as seen on the original Footage tape.

### **Warranty and registration:**

[12] All tapes are guaranteed against defects in material and workmanship under normal use and condition, for a period of (60) sixty days from purchase. Replacement video tape cassettes may be purchased for \$50.00 each. Please return the original master tape supplied to you by Weatherstock® as soon as possible.

### **Liability**

[13] No model, property or other releases exist with any Footage, including model or property releases, unless the existence of such release is specified in writing by Weatherstock on the front of this document. Recipient shall indemnify Weatherstock against all claims arising out of the use of any Footage where the existence of such release has not been specified in writing by Weatherstock®. In any event, the limit of Weatherstock's liability shall be the sum paid to Weatherstock® for this Footage. Weatherstock® gives no rights or warranties with respect to the use of names, trademark, logo types, registered or copyrighted designs or works of art depicted in any Footage, and the Recipient must satisfy himself that all necessary rights, consents or permissions as may be required for reproduction are secured.

(continued)

[14] Release of the Footage is contingent upon the following: Recipient agrees not to use the Footage for any derogatory or inflammatory use what-so-ever against Warren Faidley, his trade or alias names, his storm chase team, his family, Weatherstock®, it's volunteers, employees, assigns or agents. Recipient agrees to pay a rate of twenty (20) times the normal Weatherstock® commercial rates for any such unauthorized use in addition to any legal actions.

[15] The following credit line must be used whenever possible on the finished product, transfers, copies or edits: ©Warren Faidley - Weatherstock.com

[16] Recipient is responsible for editing any profanity, slanderous or otherwise harmful comments from the Footage, understanding the supplied footage may be unedited by Weatherstock®.

[17] The supplied master contains the only Footage and edits included with your purchase. This license does not include any special re-editing or forwarding of additional Footage. Special requests will be billed and handled as normal licensing by Weatherstock®.

[18] Any use or reproduction of the Footage, including editing, compositions, layouts, broadcast, transmissions, scanning, reproduction, transferring or copying of any type into any media, shall constitute a "use of the Footage." After any such "use," no refunds or credits shall be issued and all sales shall be deemed as final. The Client understands and accepts this policy, and shall not execute any stoppage of payment, including credit card charge backs, refunds, card filing disputes or canceling checks. Any such payment interruptions or cancellations shall constitute a breach of this agreement in addition to violations of US copyright laws, since the Footage was used and not paid for. **Return policy:** If the Footage master is returned, in original condition and not used, as defined in [18], within 7 days of receipt by Client, a full refund, minus a \$75.00 handling fee will be refunded to the Client.

[19] Client violations or breaches of any terms of this Agreement shall be billed by Weatherstock®, and paid by Client, at a rate of 10 (ten) times the normal rates for such stock footage use in addition to any contractual stipulations herein and/or civil actions.

[20] Client agrees to indemnify and hold Weatherstock harmless against any damages or liability of any kind arising from any use of Footage other than the uses specifically permitted by this Agreement.

[21] This contract contains all the terms of the agreement between Weatherstock and the Client concerning delivery of Footage, use and license, invoicing, restrictions and length of license. These terms shall supersede any and all terms of the Client's subsequent purchase orders, releases, licenses or permissions.

[22] Client may not assign or transfer this Agreement, or any rights granted herein. This Agreement binds and inures to the benefit of Weatherstock®, Client, Client's principals, employees, agents and affiliates and their respective heirs, legal representatives, successors and assigns. Client and its principals, employees, agents and affiliates are jointly and severally liable for the performance of all obligations herein. No amendment or waiver of any terms is binding unless set forth in writing and signed by the parties. This agreement incorporates by reference Article 2 of the Uniform Commercial Code,

[23] Except as provided in [27] below, any dispute regarding this agreement shall be arbitrated in Tucson, Arizona (or Weatherstock's current business location) under the rules of the American Arbitration Association and the laws of Arizona. Any dispute involving \$1,500 or less may be submitted without arbitration to any court having jurisdiction thereof. Client shall pay arbitration and court costs, reasonable legal fees, and expenses, and legal interest on any award or judgment in favor of Weatherstock.

[24] All rights not specifically granted herein to Recipient are reserved for Weatherstock's use and disposition without any limitations whatsoever. The Recipient agrees that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

[25] Client agrees that the terms are made pursuant to Article 2 of the Uniform Commercial Code and the Copyright Act of 1976, as amended and agrees to be bound by same. Objection to any terms must be made in writing within ten (10) days.

[26] This entire Agreement is transferable by Weatherstock® to a third party without notice to the Client, or permission from the Client. In the event of such a transfer of Agreement, all terms (unless noted herein) shall remain in full effect, with all liabilities, terms and conditions herein being immediately transferred to the new Agreement owner. The Client agrees the terms of [14] will remain in full effect with Weatherstock®. Jurisdictions noted herein transfer to the new Agreement owner's state of business operation.

[27] Any and all disputes, with the exception of copyright claims, arising out of, under or in connection with this agreement, including without limitation, the validity, interpretation, performance and breach hereof, shall be settled by arbitration in Weatherstock's current city of residence, pursuant to the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in the highest court of the forum, State or Federal, having jurisdiction. This agreement, its validity and effect, shall be interpreted under and governed by the laws of the State of Weatherstock's current residence. If recipient of this contract is an agent for or an employee of a non-U.S. company but operates in a place of business in the United States or its territories, said Recipient expressly agrees that any dispute regarding this contract shall be adjudicated within the United States in the manner described here.

[28] Copyright claims shall be brought in the Federal Court having jurisdiction.

[29] If Weatherstock® is caused to present claims or suit as a result of any breach of the above terms set forth, it shall be made whole for such reasonable legal fees or costs by Recipient or user herein.

Additional rights may be available. If you are unsure of your rights under this agreement, or if you wish to use the Footage in a manner not permitted under this agreement, please contact Weatherstock at 520 751-9964, at mailbox@weatherstock.com or PO Box 31808, Tucson, AZ 85751

Option to renew after the termination period at 75% of original fee. Discounted extensions may be available at the time of original licensing purchase. Client will be notified by Weatherstock of expiration of this agreement. Client agrees to respond to renewal inquiry within 30 days.