



Purchase of Film Print / DVD / Digital File Copy of Purchase Agreement

Please sign one copy of this agreement and return to Film-Makers Cooperative via email at filmmakerscoop@gmail.com.

An agreement is made between New American Cinema Group/Film-Makers' Cooperative (hereafter called the Distributor) and _____ (hereafter called the Purchaser) for the life of the print/DVD/digital file(s) to protect from copying, sales, or any unauthorized distribution or exploitation of the reference copy entitled _____ (hereafter called the Reference Copy), produced by _____ (hereafter called the Producer).

In accordance with the following terms:

1. The undersigned is an institution or person engaged in education or research and agrees that the materials will be used solely for these purposes. All materials are restricted from use for commercial purposes and theatrical exhibition; nor can fees be charged for attendance. This agreement does not include television, export, broadcast, exhibition or theatrical rights, unless acknowledged in writing by the filmmaker or Distributor. The print/DVD may not be sold, leased or rented to others.
2. a) The Reference Copy may not be exhibited publicly outside the educational campus of the Purchaser or in any other institution (theatrical, educational, museum or otherwise) without written permission of the Distributor.
b) The Purchaser may not duplicate or sell copies of the reference copy for any purpose.
c) The Purchaser may not rent, donate as a gift, or otherwise exploit the reference copy without written permission from the Distributor.
d) If the undersigned is a public library or accredited educational institution it may lend the print to individuals or groups without any payment for showings on institution's premises, provided this use of the print does not violate any part of this agreement.
3. The Reference Copy or other material may not be reproduced in any way. All films and materials are copyrighted and may not be televised, videotaped, edited or altered in any other manner whatsoever.

4. Permission for the public exhibition of the Reference Copy outside or inside of the Purchaser's campus is dependent upon payment of the appropriate screening or exhibition fee to the Distributor.

5. All enquiries regarding possible rental, exhibition, or sale of the reference copy shall be referred to the Distributor.

6. The Distributor shall indemnify the Purchaser against any claims arising from disputes regarding copyright or other rights on the Reference Copy, except in the event that the claim arises from any breach of this agreement by the Purchaser, in which case the Purchaser accepts full liability.

7. The undersigned will notify NACG within 10 days of receipt of merchandise of any complaint whatsoever undersigned may have concerning such merchandise.

8. Given that the above conditions are adhered to, the Purchaser shall have the right to use the Reference Copy at his or her own discretion within the campus of:

Purchaser Organization/Institution Name: _____

Address: _____

Email: _____

Phone Number: _____

I, _____ signed on behalf of the Purchaser, hereby agree to New American Cinema Group's terms and conditions as stated above.

I, MM Serra (Executive Director), signed on behalf of Distributor:

Preferred Shipping Service:

FedEx Account Number: _____

Or UPS (charges will appear on invoice): ____

Preferred Payment Method:

Visa or Mastercard

Account # _____

Expiration date ____ / ____

OR Invoice Me

PO# _____

If you have any problems or questions regarding any aspect of these arrangements, please contact MM Serra at the Film-Makers' Cooperative at 212-267-5665 or at filmmakerscoop@gmail.com.