

**SWANK MOTION PICTURES, INC.
PUBLIC PERFORMANCE LICENSING AGREEMENT
FOR CORRECTIONAL INSTITUTIONS**

This AGREEMENT is made on this 12th day of November, 2014, between Santa Fe County Corrections Department ("Licensee" herein) and SWANK MOTION PICTURES, INC. ("Swank" herein), a Missouri corporation.

1. Subject Matter and Term of Agreement

A. Swank is an authorized distributor of copyrighted motion picture videocassettes and videodisc ("DVDs" herein) for non-theatrical public performances. Swank desires to license DVDs to Licensee for public performance exhibition. Licensee desires to exhibit DVDs licensed from Swank on the terms and conditions set forth herein.

The term of this Agreement shall commence on January 1, 2015 and continue through December 31, 2015, after which day it shall expire unless renewed or renegotiated by mutual agreement of the parties.

2. License

Producers listed are those supplying titles at the time of this printing.

During the term of this contract, Swank shall license Licensee for public performance in its facility on the terms and conditions set forth herein. New facilities added during the term of this contract will require an amendment agreed to in writing by both parties. During the contract period, Licensee may exhibit DVDs for showings only at its location(s) listed in Exhibit A. Licensee shall be entitled to choose any title from Swank's current and future list of available DVDs for public performance purposes which includes titles distributed by Warner Bros, Allied Artists, Fine Line Features, Lorimar Productions, New Line Cinema, Picturehouse, RKO Films, The Ladd Company, Turner Pictures, Warner Premier, Warner Independent Pictures, MGM/UA, American International, Orion, United Artists, Lions Gate Films, Trimark, Sony Pictures, Columbia Pictures, Epic Productions, Tristar Pictures, Triumph Films, NBC Universal Pictures, Polygram, Focus Features, Gramercy, October Films, USA Films, The Weinstein Company, Buena Vista Distribution, Summit Entertainment, Hollywood Pictures, Miramax, Touchstone Pictures And Walt Disney Pictures. Rentals and or purchases of movie titles covered by this Agreement are at the expense of the Licensee.

3. Terms

In consideration of the License, Santa Fe County Corrections Department shall pay Swank a License Fee of \$2,337.50, payable in one installment upon receipt of invoice.

4. Payment

Invoice is due and payable upon receipt.

5. Advertising

These motion pictures are specifically licensed for non-theatrical showings only. Promotion or advertising outside the Facility is strictly prohibited.

6. Warranties

Swank warrants that:

Swank is authorized by the copyright owners of the DVDs distributed by Swank to license the "DVDs" to others for non-theatrical public performance purposes.

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continued

7. Notices

All notices to be given hereunder shall be in writing or delivered personally or mailed by pre-paid certified or registered mail (return receipt requested) as follows:

If to Swank:

SWANK MOTION PICTURES, INC.

10795 Watson Road

St. Louis, Missouri 63127

Attn: John Kersting

Institution Sales Manager

If to Licensee:

Santa Fe County Corrections Department

28 Camino Justicia

Santa Fe, New Mexico 87508

Attn: Renee Fernandez

Programs Manager

or to such other addresses as the parties shall specify, or by written notice so given, and shall be deemed to be given as of the date so delivered or mailed.

8. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

EXECUTED on the day and year first above written.

SWANK MOTION PICTURES, INC.

By

John Kersting
John Kersting

Institution Sales Manager

Santa Fe County Corrections Department

By

Katherine Miller
Name Katherine Miller

Title

SF County Manager

EXHIBIT A

LOCATION:

Santa Fe County Corrections Department

Santa Fe, New Mexico 87508

Approved as to form
Santa Fe County Attorney

By: [Signature]

Date: 1-20-19