



www.seehearandbelieveproductions.com | (918) 257-2147 | P.O. Box 2044, Owasso, OK 74055

Performance License Agreement for “FOUR”

This Performance License Agreement (the “Agreement”) is made as of the date of the last signature below between **See Hear & Believe Productions** (“SHB”) and the church, ministry, or organization identified below (“Licensee”). Thank you for choosing to present the Gospel of Jesus Christ through *FOUR*. We are already praying for you and for the people who will encounter Jesus through these presentations.

1. License Grant.

SHB grants Licensee a limited, non-exclusive, non-transferable, non-sublicensable license to use the videos, music, scripts, and other materials produced by SHB for *FOUR* and *FOUR at the Cross* (the “Materials”) to stage and present live performances of *FOUR*, and to show the *FOUR at the Cross* video, at the Licensee location identified below (the “Licensed Venue”). The license is provided free of charge and continues until terminated under Section 7.

2. Ownership.

SHB and its licensors own all copyright and other rights in the Materials. No ownership interest is transferred to Licensee. All rights not expressly granted in this Agreement are reserved by SHB.

3. Licensee’s Obligations.

(a) No admission charge. We believe the Gospel should be free for all people. Licensee shall not charge admission, ticket fees, or any required payment for people to attend or view *FOUR* or *FOUR at the Cross*. Licensee may sell items at performances, such as drinks, food, shirts, hats, and books.

(b) No sharing or distribution. The Materials are licensed to Licensee only. Licensee shall not copy, give, sell, lend, upload, or otherwise distribute the Materials, or any part of them, to any other person, church, or organization, for any reason. Anyone who would like to present *FOUR* should be referred to SHB at garthpeterson76@yahoo.com or through www.seehearandbelieveproductions.com.

(c) Third-party rights. Not all content used in the *FOUR* production is owned by SHB, including the music at the party and before the car crash. Licensee is solely responsible for obtaining and maintaining, at its own expense, all licenses required for third-party content used in its performances, including music licensing (such as CCLI or a comparable license) and a public performance license for the film *The Passion of the Christ* if Licensee shows *FOUR at the Cross*. SHB is happy to help Licensee find the right licenses so that we all stand in integrity.

4. Indemnification.

Licensee shall be responsible for, and shall indemnify and hold harmless SHB and its directors, officers, and volunteers from, any claim, loss, or expense (including reasonable attorneys’ fees) arising from Licensee’s failure to obtain required third-party licenses or from Licensee’s staging of any performance, including injury to persons or property.

5. Disclaimer of Warranties.

The Materials are provided “as is” without warranties of any kind, express or implied, to the fullest extent permitted by law.

6. Limitation of Liability.

To the fullest extent permitted by law, SHB shall not be liable to Licensee for any indirect, incidental, special, or consequential damages arising out of this Agreement or the use of the Materials.

7. Termination.

Either party may terminate this Agreement at any time by written notice to the other. SHB may terminate immediately if Licensee breaches Section 3. Upon termination, Licensee shall stop using the Materials and, at SHB's request, return or permanently delete all copies. Sections 2, 4, 5, 6, and 8 survive termination. SHB may also seek an injunction or other relief available under law for unauthorized use or distribution of the Materials.

8. General.

This Agreement is governed by the laws of the State of Oklahoma, and any dispute shall be brought in the state or federal courts located in Tulsa County, Oklahoma. This Agreement is the entire agreement between the parties on its subject, may be changed only in a writing signed by both parties, and may not be assigned by Licensee. If any provision is found unenforceable, the remaining provisions stay in effect. A failure to enforce any provision is not a waiver. This Agreement may be signed in counterparts and by electronic signature, and signed copies are as valid as originals. The person signing for Licensee represents that they are authorized to bind Licensee to this Agreement.

By signing, the parties agree to all terms of this Agreement.

LICENSEE

Organization name: _____

Licensed Venue (address): _____

Responsible leader: _____

Title: _____

Phone: _____

Email: _____

Signature: _____

Date: _____

SHB

See Hear & Believe Productions

By: _____

Name/Title: _____

Date: _____