

Isabel Hernandez

From: Art Provenghi
Sent: Tuesday, February 09, 2010 9:51 AM
To: Isabel Hernandez
Cc: Josefina Vasquez
Subject: Contract Review Form-KK10-071-S.O.-Licensing Agreement for Correctional Institutions-Swank Motion Pictures, Inc.
Attachments: K10071 SWANK Agreement.doc

EL PASO COUNTY LEGAL REVIEW FORM

KK-10-071

Contract Description: Sheriff's Office-Public Performance Licensing Agreement for Correctional Institutions-Swank Motion Pictures, Inc.

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** Please list any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

Approved as to Form as Submitted
 Approved as to Form with Amendments/Modifications/Reservations Noted Below*
 Not Approved

*1)

This document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

Art Provenghi
Assistant County Attorney
Date: February 9, 2010

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

This AGREEMENT is made on this 3 day of February, 2010, between El Paso County ("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 ("cassettes" herein) for non-theatrical public performances. Swank desires to license cassettes to Licensee for public performance exhibition. Licensee desires to exhibit cassettes licensed *from Swank on the terms and conditions set forth herein.*

The term of this Agreement shall commence on March 1, 2010 and continue through February 28, 2011, 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 facilities 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 cassettes 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 cassettes for public performance purposes which includes titles distributed by **Columbia** Pictures, Triumph Films, Tri-Star Pictures, Warner Bros., Orion Pictures, Home Box Office (HBO), Metro-Goldwyn-Mayer, United Artists, Miramax, Turner Entertainment, Paramount Pictures, RKO Films, Universal Pictures, Cannon, EpicNision Productions, **Dreamworks/ISKG**, Walt Disney Pictures, Touchstone Pictures, Hollywood Pictures New Line Pictures, Fine Line Features Focus Features Lions Gate The Weinstein Company and Gramercy Pictures. Rentals and or purchases of videocassette titles covered by this Agreement are at the expense of the Licensee.

3. Terms

In consideration of the License, El Paso County shall pay Swank a License Fee of \$11,072.60, 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 cassettes distributed by Swank to license the "cassettes to others for non-theatrical public performance **purposes.**

SWANK MOTION PICTURES, INC.
PUBLIC PERFORMANCE LICENSING AGREEMENT
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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:
El Paso County
3850 Justice Street
El Paso, Texas 79938
Attn: R. Lucille Samuel
Budget Director

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 Missouri.

EXECUTED on the day and year first above written,

SWANK MOTION PICTURES, INC.

By Barbara Nelson
National Sales Manager

El Paso County

By

Name Anthony Cobos

Title County Judge

EXHIBIT A

LOCATION: El Paso County Sheriffs Office
El Paso County Detention Facility
601 E. Overland El Paso, Texas 79901

El **Paso** County Jail Annex
12501 Montana Street El Paso, Texas 79938