



VJ-Pro Terms of Use & License Agreement

Important: This document must be completed in full by the prospective end user and faxed to 607 988 9865 prior to any

(Please print or type)

(If different from shipping address)

Venue: _____

Mail to: _____

Principal: _____

Attention: _____

Address: _____

Address: _____

City: _____ State: _____ Zip: _____

City: _____ State: _____ Zip: _____

This License Agreement is made between Lodestar Entertainment, llc, of 166 Calder Hill Road, Otego, New York 13825, a New York State corporation and the business /licensee (herein referred to the "Licensee") listed above in consideration of the mutual promises and covenants contained in this agreement by the following terms and conditions.

Licensee may maintain the use of the PRODUCT supplied to the Licensee by Lodestar Entertainment and its agents as a library during the duration of this agreement for promotional purposes only. Lodestar and its agents retain the right to recall all PRODUCTS at the termination of this agreement or at any time thereafter and/or upon demand of the record companies/copyright holders. PRODUCTS include but are not limited to Lodestar Entertainment DVD discs, digital files, audio CD's and any and all programs licensed by Lodestar Entertainment to the Licensee.

This license is an application by the Licensee to exhibit the content of the PRODUCT under US Federal Copyright Law ONLY AT THE LOCATION DESIGNATED HEREIN. Violation of this agreement subjects the Licensee to penalties as set forth in Section 101 of the US Copyright Act. PRODUCT may not be transferred nor utilized at alternative locations without the express written permission of Lodestar Entertainment. Content of PRODUCT may not be altered in any manner by the Licensee.

All PRODUCTS are for promotional use only. No admission charge will be levied for the sole purpose of viewing or listening to the content of Lodestar PRODUCTS. The Licensee is solely responsible for payments that may be required by all performing rights organizations, e.g. ASCAP, BMI, SESAC, etc. and is required to be licensed by such entities where applicable. The PRODUCTS at all times remain the property of Lodestar Entertainment and the PRODUCTS may not be re-sold or transferred to any third party.

In the event of insolvency of the Licensee, or Licensee files a petition under any section of the US Bankruptcy Laws, or is adjudicated as bankrupt, or executed an assignment for the benefit of creditors or an involuntary petition in bankruptcy is filed against the Licensee, or a receiver or trustee is appointed for any of the Licensee's or the venue's property, or if the Licensee voluntarily or by permission of law loses control of the property or venue, or any interest in the location then Lodestar Entertainment at its sole discretion ad option may terminate this agreement and all rights granted herein. This remedy shall be in addition to and without prejudice to any other rights or remedy provided by law to Lodestar Entertainment

The terms of this agreement are granted to the Licensee for a period of one (1) year and shall automatically renew for the same terms and conditions without further notice unless either party give notice my US mail or facsimile transmission of its intention to terminate at least thirty (30) days before the end of the initial term. Any violation of a portion of this agreement, whether in part or in whole, automatically terminates this agreement and all rights granted herein to the Licensee.

Digital or facsimile of an executed copy of this agreement shall constitute a binding agreement to all of the terms herein.

This agreement sets forth the entire understanding of both parties. The provisions of this agreement shall not be modified nor affected by any actual or alleged course of dealing, prior agreements, customs of usage of the parties, or the trade. No changes or modifications of any provision of this agreement shall be binding upon Lodestar Entertainment and/or its agents unless approved by Lodestar Entertainment in writing.

This agreement is deemed made in the State of New York on the date indicated below. The individual signing this agreement warrants and represents that he/she has the express authority to enter into this agreement on behalf of the Licensee's business name and associated partners and/or principals and that he/she has read and full understands the terms set forth herein and agrees to be severally and jointly bound by the terms set forth herein.

Agreed:

Signature: _____ Date: _____

Federal Tax ID #: _____ OR State EIN: _____

Print name: _____ Title: _____

Lodestar Authorized Agent: _____ Date: _____