



### RENTAL Order Form & License Agreement

To avoid delays please complete this form as fully as possible and return it by email

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Billing contact and details as they should appear on invoice:

Date (today): \_\_\_\_\_ Date needed by: \_\_\_\_\_

Billing contact, billing address, and other relevant details as they should appear on invoice:

Shipping contact & address (email address for download links or postal address for physical media):

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Your order:

| title | artist | fee (if known) |
|-------|--------|----------------|
| _____ | _____  | _____          |
| _____ | _____  | _____          |
| _____ | _____  | _____          |
| _____ | _____  | _____          |
| _____ | _____  | _____          |
| _____ | _____  | _____          |
| _____ | _____  | _____          |
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| _____ | _____  | _____          |
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For more titles please add an extra page

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Please give details below of your exhibition or screening:

Program/exhibition title: \_\_\_\_\_

Exhibition/screening dates: \_\_\_\_\_

Web page or site address: \_\_\_\_\_

Venue: Gallery      Cinema/screening space      Other, please specify: \_\_\_\_\_

Display equipment: CRT monitor      Flatscreen monitor      Projector

Detailed description of exhibition/screening and installation plan (for exhibitions: proposed list of artists, type of monitor or projector to be used, size of monitor or projection, how sound will be handled, where the work will be placed; for screenings: other artists and works in proposed program, any guest speakers, or any other relevant details):

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Format:

Digital file      Blu-ray      DVD (for standard definition works only)

Other, please specify: \_\_\_\_\_

Please note that HD works may require specific file formats. Please email EAI for more information.

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Shipping:

Please bill me for shipping:

FedEx express domestic/international (fee based on FedEx website estimate)

OR please use my FedEx account: \_\_\_\_\_

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Delivery time:

Shipments are generally scheduled to arrive 1-2 weeks before the screening date or exhibition opening. Contact the EAI office if special arrangements are necessary. See below for estimated delivery times and rush fees.

Domestic (USA only) - within 3 weeks

Standard International - within 5 week

Rush domestic - within 1-3 weeks: add \$15 per title

Rush international - within 2-5 weeks: add \$15 per title

Super-rush domestic - within 1 week: add \$30 title

Super-rush international - within 2 weeks: add \$30 title \*\* No refunds for rush orders

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Payment:

PayPal

Check in \$US from a US-based bank

International Wire Transfer: add \$20 bank fee

Credit Card: Mastercard      Visa      American Express

Name as it appears on Card: \_\_\_\_\_

Account number: \_\_\_\_\_

Expiry: \_\_\_\_ / \_\_\_\_ V-Code - 3 digit security code on back of card: \_\_\_\_

Order number (if applicable) \_\_\_\_\_

Note: 1. Payment must be received in full before materials can be sent.

2. Sales tax will be charged to any institution or individual located in New York State unless tax-exempt status (form ST-119.1) is provided.

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Digital Files:

If you receive the work(s) as digital files, you agree to delete these files and any derivations from your playback system the day following your screening. An email confirmation of the deletion should be sent to [info@eai.org](mailto:info@eai.org) referencing each title and the invoice number.

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Physical media returns:

Works must be returned immediately after the scheduled screening date, postmarked the day after the screening. Late fees of \$5.00 per day apply. You are liable for any damage to works.

You are responsible for all return shipping costs. Please note on all shipping documents that insured value is the replacement value; there is no commercial value.

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Image Requests

EAI provides one representative video still free of charge for each work rented or purchased. There is a two-week turn around for requests, so please contact us well in advance of your print deadline. To make a request for images, please contact [info@eai.org](mailto:info@eai.org) for a form.

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License Agreement

LICENSE AGREEMENT between ELECTRONIC ARTS INTERMIX, INC. a non-profit corporation organized under the laws of New York State, Licensor and the Licensee.

1. Grant of License: EAI grants the Licensee and the Licensee accepts from EAI subject to the terms and conditions below, the limited license under copyright to possess and exhibit in-house during the term of the license the titles listed on this order form.
2. Restrictions: The Licensee understands and agrees that the titles, ordered by the Licensee:
  - a) May not be exhibited commercially or theatrically
  - b) May not be broadcast, cablecast or webcast in any manner without the prior written consent of EAI
  - c) May not be lent or transferred by the Licensee to any institution, venue or individual without prior written consent from EAI and without notifying such institutions, venues or individual of the foregoing terms and conditions
  - d) May not be duplicated or transferred to another format, including any analog or digital format, without the prior written consent of EAI
  - e) Must be returned to EAI in a timely manner at the end of the screening or exhibition period.
3. Reservation of Rights: The Licensee understands and agrees that the titles ordered from EAI are not being offered for sale, but are being licensed for use on a fee basis for educational purposes for specific periods of time at the venue of the Licensee, with the titles remaining the property and copyright of the owners, whether the owners be the artists/producers, organizations, or otherwise.
4. Subsequent Orders: If in the future the Licensee orders from EAI additional titles without executing a new license agreement, acceptance by the licensee of such additional programs shall be deemed to the approval and consent that the subsequent order is governed by the terms and conditions of this agreement. Nothing in this agreement, however, shall be construed to impose any obligation on EAI to accept any further orders from the Licensee.
5. Default: The Licensee agrees to abide by all terms and conditions set forth in this agreement, and further agrees that, in the event of any breach or default here-under by the Licensee or anyone to whom the Licensee transfers the program, EAI may, in addition to any other remedy, repossess any programs delivered to the Licensee under this agreement.

Institution\*: \_\_\_\_\_

Name\*: \_\_\_\_\_ Signature\*\*: \_\_\_\_\_

Date\*: \_\_\_\_\_

\*\*By typing your name, you agree that this is valid as your signature.

