



1575 Sheridan Road - Atlanta - Georgia - 30324

Prepared For: Brenda Loew

Submitted By:

Nancy Bielenberg

Company Name: New England Vintage Film Society
1144 Chestnut Street

Newtown, MA 02464

Reference: Vintage Film Transfer

Date: February 18, 2008

VTA Services Proposed:

The following is a proposal for the transfer of a 1932, 17 minute clip of 35mm film "YOUNG AMERICA" with SPENCER TRACY. VTA proposes to clean and transfer the film to DVD for audience viewing. The film is in mint condition with no splices or scratches, has all the intro titles and the fade in and fade out to black.

Film Transfer (1 hour) \$550.00

DVD output \$48.00

Total Services Proposal \$598.00

Accepted By: _____

Date: _____

Terms: This proposal is valid for 30 days. These figures are based on the scope of work to be performed by VTA, Inc., as outlined in the information provided. This is an estimate and not to be construed as an offer to complete the project for any given price.

VTA TERMS & CONDITIONS OF BUSINESS

PARTIES: As used herein "VTA" shall refer to VTA, Inc., a Georgia Corporation, and "Client" shall refer to each person or entity designated on the reverse side hereof as the Client or Customer. The "Contract" between Client and VTA shall include the proposal, quotes, acceptances, invoices, Rate Sheet, the terms and conditions of business and other documents prepared by VTA, and shall include Client's purchase order, but not any terms on such purchase order inconsistent with VTA's terms and conditions as set forth in the VTA documents comprising the Contract.

PRICES; TERMS: For the services provided by VTA, Client shall pay the amount on VTA's Rate Sheet in effect on the date of performance of such services, plus all taxes, transportation and other charges. Any larger or smaller rate or amount set forth in the Contract shall control over any inconsistent rate or amount set forth in such Rate Sheet, and if the services are not covered by the Rate Sheet then VTA's standard price for such services shall apply. Client shall also pay all increases implemented by VTA to reflect any increase in the cost of any item of equipment, labor, or facilities after the date of the Contract and prior to performance, provided VTA gives Client written notice thereof prior to the commencement of substantial services by VTA. Client shall pay the full price not later than the date when VTA completes performance of the services, unless VTA has in advance approved a credit arrangement in writing. Any amount owed by Client shall bear interest at the rate of 1-1/2 per cent per month or partial month after due date. Any claim for adjustment of an invoice must be received by VTA in writing within twenty (20) days after the date of said invoice. Client shall pay all costs, attorney fees (15% of the amount owed, or the maximum amount allowed by applicable law, whichever is less) and other expenses incurred by VTA in connection with the enforcement of VTA's rights under this Contract.

CANCELLATION: Client may cancel services only if written notice of such cancellation is received by VTA by noon of the day preceding the scheduled performance of such services. If such notice is not received by said time, then the full price will be payable as originally scheduled. In the event of proper cancellation by Client, VTA may retain any advance payment or deposit as reasonable liquidated damages. VTA may at any time cancel or stop performance of work which VTA deems unlawful, pornographic or objectionable.

TRANSPORTATION; STORAGE OF CLIENT'S PROPERTY: The Client shall pay all expenses and bear all risk of loss for transportation of any completed film or audio or video tape, or other property of Client, to and from VTA's facilities. VTA shall not be a bailee for hire with respect to any film, audio or video tape, or any other property of Client in VTA's possession or control during or in connection with the performance of this Contract. VTA shall not be liable for any direct, indirect or consequential damages suffered by Client as a result of any loss or damage to Client's property while in VTA's possession, even if caused by the negligent, grossly negligent, or willful act or omission of any employee or agent of VTA with respect to such property of Client. Client shall adequately insure with responsible insurers all of Client's property during all times that it may be in VTA's possession or control.

SECURITY INTEREST: Client hereby grants to VTA a security interest in all film, audio or video tapes and their contents and all other property of Client now or hereafter in VTA's possession, to secure timely payment of any sums owed to VTA in connection with this Contract. This Contract may be recorded by VTA to perfect this security interest. VTA shall have all rights of a secured creditor under the Uniform Commercial Code and other applicable law with respect to such property.

INDEMNIFICATION: Client shall defend against, indemnify and hold VTA, its directors, officers, employees, and agents harmless against any and all claims, suits, or other demands of any nature arising in connection with or as a result of the performance of any services under this Contract, and Client shall indemnify all such persons for all their damages, costs, and other expenses, including court costs and reasonable attorneys fees, incurred as a result of said claims, suits or other demands.

WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY: Client acknowledges that, although VTA's performance of this Contract may include the provision of certain supplies such as film or audio or video tapes, this Contract is for services and not the sale of goods. The primary purpose of this Contract is for the provision of substantial and specialized services by VTA, in relation to which the value of such supplies or goods is minimal. VTA's liability for its negligence and breach of this Contract is expressly limited to the replacement of any blank film, video or audio tape, or other item of supplies paid for by Client pursuant to this Contract, and to the provision of time, personnel, and production facilities equal to those otherwise required to be provided by VTA pursuant to this Contract, and only if a timely claim for an adjustment is received by VTA. VTA will not be responsible for any losses or damages whatsoever which may be suffered by Client in connection with this Contract, even if such losses or damages are the result of VTA's negligence or breach of this Contract. VTA shall have no liability for any claim or damage caused by breach or nonperformance of any subcontractor, agent or other person or entity that is not an employee of VTA. VTA makes no warranties to Client regarding the quality, character or timeliness of any services or resulting products contemplated hereunder, other than those expressly made in writing in this Contract. NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND PATENT NON-INFRINGEMENT ARE MADE BY VTA, ITS EMPLOYEES, AGENTS, OR CONTRACTORS IN CONNECTION WITH THE PERFORMANCE BY VTA OF ITS DUTIES UNDER THIS AGREEMENT, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. THE PROVISIONS HEREOF ARE ACCEPTED IN LIEU OF ALL OTHER LIABILITY, WARRANTY OR GUARANTY, EXPRESS OR IMPLIED IN LAW OR IN FACT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE EXPRESS WRITTEN PROVISIONS HEREOF.

USE OF EQUIPMENT: VTA's equipment shall be operated only by authorized VTA personnel, except with VTA's written approval. Client shall be fully liable for any damage to VTA's equipment caused in whole or in part by the Client, its employees, agents, contractors, or other persons under Client's control, whether or not VTA has approved Client's use of such equipment.

PROPRIETARY RIGHTS: VTA shall have exclusive ownership of all statutory and common law patent, copyright (except with respect to tapes or films made specifically for Client) trademark, service mark, or trade name rights of or for any idea, concept, process or device developed or discovered in whole or in part during or in connection with VTA's performance of this Contract. Client promises not to use or disclose any trade secrets or other confidential business information of VTA of which Client may learn during or in connection with the performance of this Contract.

DEFAULT: In the event of Client's default or breach of any of its obligations hereunder, VTA shall have the right to terminate this Contract immediately, to declare the entire amount of the charges hereunder immediately due and payable and to pursue all other remedies available at law or in equity.

MISCELLANEOUS: Any notice to the other party shall be sufficient if given in person or by certified mail, postage prepaid, return receipt requested, addressed to the party's last known address, effective as of the date and time of receipt or attempted delivery of such notice. This Contract shall be governed by Georgia law. The paragraph headings hereof are for convenience and shall not be deemed to limit or affect the meaning of this Contract. Illegality or unenforceability of any term shall not affect the validity of the remaining terms. No waiver of any breach of this Contract shall be construed as a continuing waiver of any subsequent breach. VTA may assign or subcontract any of its rights or work hereunder. Subject to the preceding sentence, this Contract shall inure to the benefit of and shall be binding upon the personal representatives, successors and assigns the respective parties hereto. This document constitutes the entire understanding of the parties regarding the matters set forth herein, and shall be read in a manner so as to be consistent with the other documents comprising this Contract as defined above. All prior oral or written agreements or representations between the parties are superseded and merged herein. This Contract may be modified or amended only by written instrument signed by each party.

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