

Film Festival Distribution Agreement

This "Agreement" is entered into effective as of **XX/XX/2017** by and between "The Film Collaborative," and "Company" as defined below. The term "Party" or "Parties" shall refer to both The Film Collaborative and Company collectively.

1. Picture: The term "Picture" as used in this Agreement shall refer to the feature film called "**XXXXXX**" (Directed by **XXXXXX**).
2. The Film Collaborative: **THE FILM COLLABORATIVE, INC.** is a California non-profit corporation, (hereafter referred to as "The Film Collaborative"), with its principal place of business at **3405 Cazador Street, Los Angeles, CA 90065**.
3. Company: As used in this Agreement the term "Company" shall mean: **XXXXXX**, with its principal place of business at **XXXXX** and with a TAX ID of **XXXXX**.
4. Services to be Rendered: The Film Collaborative shall perform film **festival distribution, non-theatrical distribution, semi-theatrical distribution** and consultation services in keeping with film industry standards (collectively "Film Festival Distribution"). For the sake of clarity, there are no rights licensed in this Agreement. The Film Collaborative shall pursue and secure all bookings in accordance with the mutual understandings between the Parties, which is subject to change, provided that Company shall have final approval rights (not to be unreasonably withheld) for all bookings. Venues exhibiting the Picture on a film festival, non-theatrical, and/or semi-theatrical basis shall be booked for a "Rental Fee" whenever possible and Company shall have final approval for any festival exhibition or any other public exhibition not involving a Rental Fee. The term "Rental Fee" as used in this Agreement shall mean the monies paid by a film festival or any other organization in exchange for the permission to exhibit the Picture publicly. The Film Collaborative shall never barter with film festivals instead of charging a Rental Fee whenever a Rental Fee is possible, and it shall never waive a Rental Fee unless otherwise agreed to in writing (email is valid) by the Parties.
5. Film Festival Distribution Term: The "Film Festival Distribution Term" shall commence on **XX/XX/2017** and terminate after exactly eighteen (18) months, on **XX/XX/2018**. Company can terminate the Film Festival Distribution Term and this Agreement with twenty (20) days' notice provided that Company honors any festival booking arrangements made prior to termination in accordance with the terms and conditions outlined in this Agreement. The Film Festival Distribution Term may be extended only in writing by separate agreement between the Parties.
6. Film Festival Distribution Territory: The "Film Festival Distribution Territory" shall be **the Universe** unless Company asks to exclude in writing (via email to orly@thefilmcollaborative.org or jeffrey@thefilmcollaborative.org) a country or licensing territory because of a pending or actual sale.
7. Allocation of Receipts: For festival bookings generating a Rental Fee Company shall receive fifty percent (50%) of "Film Rental Net Receipts" (as defined below) and The Film Collaborative's share shall be fifty percent (50%) of Film Rental Net Receipts. As used in this Agreement the term "Film Rental Gross Receipts" shall mean all monies and revenues received in association with the film rental for the Picture paid by any film festival, organization, non-theatrical venue, or entity and shall include the aggregate of all sums, from all sources and from first dollar, received by The Film Collaborative in connection with the Picture. The term Film Rental Net Receipts shall refer to Film Rental Gross Receipts less only "Recoupable Expenses" (as defined below). As used in this Agreement the term Recoupable Expenses shall mean and refer only to third-party, verifiable expenses directly associated with the Film Festival Distribution of the Picture and shall include expense items such as: screeners duplication, screeners mailings, exhibition copy duplication, and

occasionally also exhibition copy shipping when not covered by a film festival or organization. Recoupable Expenses shall not exceed the sum of one thousand dollars (\$1,000) unless otherwise approved by Company in writing (via email to orly@thefilmcollaborative.org or jeffrey@thefilmcollaborative.org).

8. Materials: The Film Collaborative shall receive, at Company's expense, all items related to the Picture listed in Exhibit A prior to the start date of the Film Festival Distribution Term. All materials provided related to the Picture and any copies made thereof shall be returned to Company by The Film Collaborative upon expiration or termination of the Film Festival Distribution Term.

9. Accounting: The Film Collaborative shall report and account to Company on a standard quarterly basis as defined below and shall remunerate all sums due Company within forty (40) days from the end of each quarter. In addition to quarterly reporting, Company may also elect to receive a monthly update about upcoming festivals bookings by simply asking The Film Collaborative for such reporting. The Film Collaborative shall furnish Company on a quarterly basis with a statement showing: Film Festival Bookings, Picture screeners duplication and submission report, Current location of the Video Master, Film Rental Gross Revenue, Recoupable Expenses (itemized) and any amount due to Company with respect to such quarter. All statements and applicable payments shall be delivered to Company within forty (40) days after the end of the applicable quarterly period. All payments due to Company hereunder shall be rendered in U.S. dollars. The Film Collaborative agrees to keep accurate books and records with respect to the distribution of the Picture. Upon reasonable advance written notice (in no event less than thirty (30) days) for up to two (2) years following the end of this Agreement, Company may, at its expense, directly audit or appoint a certified public accountant to audit applicable books and records of at The Film Collaborative's principal place of business for the sole purpose of verifying the amounts due hereunder. Such audit shall take place during regular business hours, and shall not occur more than once in any twelve (12) month period. In the event the audit reveals an underpayment with respect to any accounting period ("Shortfall"), The Film Collaborative shall immediately pay Company the amount of Shortfall. In addition, if any such Shortfall is more than five percent (5%) of the total amount actually payable to Company with respect to such accounting period (including the Shortfall) but in no event less than Five Thousand U.S. Dollars (US\$5,000), then The Film Collaborative shall reimburse Company for the reasonable costs of such audit.

10. Warranties: Company represents and warrants that: (a) it has the full right, power, and authority to enter into this Agreement; and (b) it is not now, nor shall it become under any obligation to any person, firm or corporation that conflicts or interferes, or is inconsistent with any of the provisions of this Agreement. The Film Collaborative represents and warrants that (a) it has the full right, power, and authority to enter into this Agreement; (b) it is not now, nor shall it become under any obligation to any person, firm or corporation that conflicts or interferes, or is inconsistent with any of the provisions of this Agreement; and (c) it will not use the Picture in any way not authorized by this Agreement.

11. Indemnification: Each Party hereto shall indemnify, defend and hold harmless the other Party, and its parent, subsidiary, and affiliated companies, respective successors, licensees and assigns and the directors, shareholders, officers, employees, agents, representatives, and professional advisors of all of the foregoing from and against any and all claims, losses and liabilities growing out of or resulting from (a) the breach of a Party's obligations, representations and warranties or agreements made hereunder, or (b) a Party's gross negligence or willful misconduct.

12. Applicable Law/Arbitration: This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California, without regard to the conflicts of law principles thereof. Any claim for damages that can be tried in Small Claims Court in Los Angeles County may be tried there at the election of the plaintiff. Any other claim or controversy arising out of or related to this Agreement, including the issue of

arbitrability of any such claim or controversy, shall be resolved solely and completely by mandatory, final, binding, and non-appealable arbitration, conducted in Los Angeles, California by IFTA, pursuant to its then-effective rules. Reasonable discovery will be allowed in the arbitration, consistent with both the facts of the alleged dispute and the procedural rules of the tribunal. The costs of the arbitration including, among other things, any administration fee, the arbitrator's fee, and costs for the use of facilities during the hearings, shall be borne equally by the parties to the arbitration. The arbitrator shall not have any power to alter, amend, modify or change any of the terms of this Agreement nor to grant any remedy which is either prohibited by the terms of this Agreement, or not available in a court of law. A judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereover. The Parties further agree that venue and jurisdiction over any litigation, motion to compel arbitration or to confirm an arbitration award shall lie exclusively with the courts (state or federal) located in and having jurisdiction over Los Angeles County, California, and hereby submit to the jurisdiction thereof. Each of the Parties hereto irrevocably consents to the service of any process, pleading, notices or other papers in any action arising out of or related to this Agreement by the mailing of copies thereof by registered or certified mail, postage prepaid, to such party at such party's address set forth herein, or by any other method provided or permitted under California law.

In the event of any such proceedings, the prevailing Party shall be entitled to an award of reasonable out-of-pocket attorneys' fees and costs.

13. Sole and Only Agreement: This instrument constitutes the sole and only Agreement of the Parties with respect to the subject matter hereof and sets forth the rights, duties, and obligations of each to the other as of its date, and are intended as a final expression of agreement with respect to such terms as are included in the Agreement. No claimed oral agreement with respect to this Agreement shall be considered as any part hereof. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

14. Integration & Assignment: This Agreement is personal between the Parties, and neither Party may transfer or assign its interests granted herein to another Party or entity without prior written consent by the other. Notwithstanding the foregoing permitted adjustments to Territory and definition of Film Festival Distribution (as above), this Agreement embodies the entire agreement of both Parties hereto, and no modification or amendment hereof shall be of any effect unless made by mutual consent and set forth in writing and signed by both Parties. This Agreement may be signed in counterparts, by facsimile, computer data file (e.g., pdf-file) or manual signature and each such counterpart shall constitute an original document and all such counterparts, taken together, shall constitute one and the same instrument.

Agreed and Accepted:

XXXXXX
a **California** company

_____	_____	_____	_____
signature	print name	title	date

THE FILM COLLABORATIVE INC.,
a California non-profit organization

_____	<u>Orly Ravid</u>	<u>Founder</u>	_____
signature	print name	title	date

EXHIBIT A
DELIVERABLES

1) Metadata

Licensors agree to provide information regarding the Picture by filling out the questionnaire on the following URL:

thefilmcollaborative.org/films/festivaldelivery

2) Physical Deliverables

Licensors agree to provide all physical items below in the required format, with the exception of those marked as optional.

On DVD Media

- Clean Blu-Ray of film (no watermark)
- Clean DVD of film (no watermark)

On Vimeo

- An HD (720p or 1080p) version of your film uploaded to Vimeo. Additional specs can be found at the following URL: vimeo.com/help/compression. SD version not accepted. As this file is for screening purposes only, you may include watermark, burn-in, or non-intrusive time code, if desired..
- An HD (720p or 1080p) version of your trailer or teaser (if available) uploaded to Vimeo.

On Hard Drive

- QuickTime Pro Res HQ 422 master of the feature* *preferred: original language (no subtitles) in Channel 1 and 2 stereo, and separate subtitle file, if applicable, in .stl or .srt format

Other Physical Items

- DCP of the feature

Delivery Address

DCPs, Blu-Rays and **DVDs** should always be sent to the following address. Send **Hard Drives** here as well when materials are being shipped all at once:

Kathy Susca
The Film Collaborative
3367 Andrita Street #10
Los Angeles, CA 90065
(818) 929-4771

If you are sending a **Hard Drive** separately, please send it directly to the following address. **DCPs, Blu-Rays** and **DVDs** should never be sent here:

David Averbach
The Film Collaborative
2261 Market Street, #647
San Francisco, CA 94114
(415) 255-7951

3) Electronic Deliverables

Licensors agree to provide all items below in the required format, with the exception of those marked as optional.

1. Five (5) - Ten (10) for your most compelling hi-res images, plus one director photo
2. Key Art (at least 1200 x 1800 px) for web (required)
3. Key Art (full resolution poster @ 27x40) for festivals to print on their own (optional)
4. Press Kit (Word or PDF)
5. W9 Form (irs.gov/pub/irs-pdf/fw9.pdf)
6. Time coded Dialogue List (foreign festivals often produce their own subtitles of the film (Word or PDF))

Delivery Method

FTP hostname/server:	ftp.thefilmcollaborative.org
username:	assets@thefilmcollaborative.org
password:	filmmaker
port:	21

*The Film Collaborative prefers not accept materials via YouSendIt or other file delivery services. If Company does not have access to an FTP client, Company may share a designated folder via Dropbox by inviting david@thefilmcollaborative.org and jeffrey@thefilmcollaborative.org.