

Film Festival Distribution Agreement

This “Agreement” is entered into effective as of **Month DD, 2024** between “The Film Collaborative,” and “Company” as defined below. The term “Party” or “Parties” refers to both The Film Collaborative and Company collectively.

1. Picture: The term “**Picture**” refers to the **narrative / documentary** feature film called “**XXXX**” (Directed by **XXXX**).
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: “**Company**” refers to: **CCCC**, with its principal place of business at **XXXX** and with a TAX ID of **XXXX**.
4. Services to be Rendered: The Film Collaborative shall perform film festival distribution (physical, virtual, and hybrid) and consultation services in keeping with film industry standards (collectively “**Film Festival Distribution**”). 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 will have final approval rights (not to be unreasonably withheld) for all bookings. Venues exhibiting the Picture on a film festival basis will be booked for a “Rental Fee” whenever possible and Company will have final approval for any festival exhibition or any other public exhibition not involving a Rental Fee. The term “**Rental Fee**” means the monies paid by a film festival or any other organization in exchange for the permission to exhibit the Picture publicly. The Film Collaborative may never barter with film festivals instead of charging a Rental Fee whenever a Rental Fee is possible, and The Film Collaborative will 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**” will start on **Month DD, 2024** and terminate after eighteen (18) months, on **Month DD, 2025**, unless mutually extended by the Parties in writing (including email).
6. Film Festival Distribution Territory: The “**Film Festival Distribution Territory**” is the worldwide 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. Termination: The Parties can terminate the Film Festival Distribution Term and this Agreement, for any reason or for a pending or actual sale, with twenty calendar 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.
8. Allocation of Receipts: For festival bookings generating a Rental Fee, Company will receive 50% of “Film Rental Net Receipts” (as defined below) and The Film Collaborative’s share will be

the other 50% of Film Rental Net Receipts. "**Film Rental Gross Receipts**" means all revenues received for the Picture paid by any film festival, organization, or entity and will include the aggregate of all sums, from all sources and from first dollar, received by The Film Collaborative in connection with the Picture. All prize / award money or other gifts awarded to the Picture are NOT included in Film Rental Gross Receipts and will be directed to Company without any deductions or offset by The Film Collaborative. The term "**Film Rental Net Receipts**" refers to Film Rental Gross Receipts less only "Recoupable Expenses" (as defined below). "**Recoupable Expenses**" refers to only third-party, verifiable expenses directly associated with the Film Festival Distribution of the Picture and includes only: submission fees, shipping costs, and lab fees to download, author, duplicate, and repair exhibition copies. Recoupable Expenses may not exceed the sum of \$500 unless otherwise approved by Company in writing including via email to orly@thefilmcollaborative.org or jeffrey@thefilmcollaborative.org.

9. **Materials:** The Film Collaborative must receive, at Company's expense, all items related to the Picture listed in Schedule A prior to the start date of the Film Festival Distribution Term. To the extent and when practicable, The Film Collaborative moving logo teaser (downloadable at <http://thefilmcollaborative.org/teasers>) must be placed at the head of the Picture on all exhibition media masters for Film Festival Distribution that are created after the start date of the Film Festival Distribution Term, including but not limited to DCP, Blu-Ray, DVD and QuickTime ProRes, unless otherwise agreed by the Parties. Furthermore, all related materials, such as dialogue lists, must be adjusted to reflect this addition. All materials provided related to the Picture and any copies made thereof shall be returned to Company by The Film Collaborative upon request following the expiration or termination of the Film Festival Distribution Term.

10. **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 45 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, Current location of the video master (upon request), Film Rental Gross Revenue, Recoupable Expenses (itemized) and any amount due to Company with respect to such quarter. All statements and applicable payments will be delivered to Company within 45 days after the end of the applicable quarterly period. All payments due to Company hereunder will 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 30 days), for up to two years following the end of this Agreement, Company may, at its sole expense, directly audit or appoint a certified public accountant to audit applicable books and records at The Film Collaborative's principal place of business for the sole purpose of verifying the amounts due hereunder. Such audit must take place during regular business hours and may not occur more than once in any 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 5% of the total amount actually payable to Company with respect to such accounting period (including the

Shortfall) but in no event less than USD \$5,000, then The Film Collaborative shall reimburse Company for the reasonable costs of such audit.

11. 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 come 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 will it come 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.

12. Indemnification: Each Party hereto shall indemnify, defend and hold harmless the other Party, and its parent, subsidiary, and affiliated companies, respective successors, licensees assigns, the directors, shareholders, officers, employees, agents, representatives, and any professional advisors of all of the foregoing, from and against any and all third-party claims, losses and liabilities growing out of or resulting from: (a) the material breach of the other Party's obligations, representations and warranties or agreements made hereunder, and/or (b) the other Party's gross negligence or willful misconduct. Company hereby indemnifies and holds The Film Collaborative harmless with respect to any copyright, trademark, contract, tort or any other claims in connection with the Picture.

13. Applicable Law / Forum: This Agreement is and will be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties hereunder must 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. The Parties further agree to adjudicate any disputes, whether in equity or for damages at law, in the courts (state or federal) located in the venue of 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. The prevailing party, defined as a plaintiff/claimant who is granted the relief sought as permitted under this Agreement or a defendant/respondent who is determined to not be liable and/or not otherwise ordered to comply with the relief sought, in any action or proceeding arising out of or to enforce any provision of this Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding, or in the enforcement of any judgment or award rendered.

14. Sole and Only Agreement: Notwithstanding the foregoing permitted adjustments to Territory and Term, this Agreement embodies the entire agreement of both Parties hereto, and no modification or amendment hereof will be of any effect unless made by mutual consent and set forth in writing and signed by both Parties. No claimed oral agreement with respect to this Agreement may 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.

SCHEDULE A DELIVERABLES

Company agrees to provide all items below in the required format, with the exception of those marked as optional. Prior to sending to TFC, Company shall check that all materials adhere to the technical specifications outlined in this exhibit (“Specifications”). Materials received by TFC that do not adhere to the Specifications will be returned to Company at Company’s expense. By submitting delivery, Company verifies that all media has been fully tested to the extent practicable and is functional. TFC seeks to do all exhibition delivery digitally, so physical assets (discs and DCP drives) are marked “as needed.” Should a screening require physical assets, Company will deliver physical masters to TFC, unless the Parties mutually agree otherwise.

Accounting	Contact	Primary and Secondary contacts for the film (name, email, phone) (required)		
	Agreement	Signed Festival Agreement (required)		
	W9	W9 Form (irs.gov/pub/irs-pdf/fw9.pdf) (required)		
Marketing	Images	Five (5) - Ten (10) of your most compelling hi-res images, plus one director photo (required)		
	EPK	Press Kit (Word or PDF) – include synopsis, logline, main credits, tech specs, and filmmaker bios (required)		
	Key Art	<p>Key Art for festivals to print or post on their own (optional):</p> <ul style="list-style-type: none"> • full resolution vertical poster: 27x40 in. • 300dpi. Since print versions require .125 in. bleed on all sides, a good pixel resolution to shoot for is 8175x12263px and then crop to required size. • digital version for web: 2000x3000px •72 dpi • full resolution horizontal poster: 40x30 in. • 300dpi (plus .125 in. bleed on all sides) • digital version: 1920x1080px • 72 dpi 		
Video Assets	Vimeo	An HD (1080p) version of the feature 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. (required)		
		An HD (1080p) version of your trailer or teaser uploaded to Vimeo or YouTube. (optional)		
	Discs	2 Clean Blu-Rays of the feature (no watermark, NTSC format, in a protective plastic case) (as needed)		
		2 Clean DVDs of the feature (no watermark, NTSC format, in a protective plastic case) (as needed)		
	ProRes	QuickTime master of the feature (required). Specs:		
		Video Codec:	ProRes HQ 422	
		Audio:	<p><i>If 5.1 exists, include both 5.1 & stereo tracks as follows:</i></p> <p>5.1 Audio: Channels 1 through 6: L, R, C, LFE, Ls, Rs</p> <p>Stereo: Channel 7: Lt Channel 8: Rt</p>	<p><i>If only stereo, lay out as:</i> Channel 1: Lt Channel 2: Rt (no dual mono)</p>
		Subtitles:	Master should have no burnt-in subtitles; provide external .srt or .scs file	
		DCP	<p><i>Digital:</i> Unencrypted DCP of the feature, to be uploaded to TFC’s AWS. We pay by the GB to store/deliver via AWS; a typical 100GB DCP would be approximately \$4/month for storage and \$9/download. We split all costs 50/50 and they will be reflected on your quarterly statements. (required)</p> <p><i>Physical:</i> Unencrypted EXT3 DCP of the feature on a physical drive (USB or CRU). (as needed)</p>	
	Subtitles/ Captions		English-language captions for d/Deaf and hard of hearing (dialogue & non-verbal sound cues) (.scs or .srt) (required)	
		English-language Audio Description (optional but recommended)		
For multilingual films, please reach out to discuss the best way to move forward on captions/subtitles				

Delivery

For physical items

Mailing address upon request

For digital items

Please send a download via your preferred method (DropBox, Google Drive, MediaShuttle, Aspera, WeTransfer, etc.) to kathy@thefilmcollaborative.org.