



1777 Yosemite Ave, Suite 210
San Francisco, CA 94124
415-626-2255
www.canyoncinema.com

Canyon Cinema Loan Agreement

Thank you for your order of films through Canyon Cinema Foundation (CCF). CCF requires all borrowers to submit a completed and signed copy of this annual agreement. The applicable period of this agreement is **September 1, 2017 through September 1, 2018**. This agreement shall apply to any loans by CCF to the signatory person or organization during this specified period.

CCF is able to loan films from its collection only under the terms specified herein. Please review all requirements carefully and have the appropriate person in your organization complete and sign all sections indicating agreement to these terms.

CCF must receive this completed and signed agreement before any film booking can be fulfilled. CCF will accept completed and signed PDF documents submitted via email to info@canyoncinema.com, or a hard copy delivered to our office. **We must receive this completed, signed document (pgs. 2 and 4), and payment of the full amount of an invoice issued by Canyon Cinema prior to release of films.**

1. Any invoice issued by CCF is to be **prepaid** unless credit is arranged or an official purchase order is submitted. Bookings will not ship until we have received payment, valid courier account details and shipping address, email and phone number. No exceptions will be made. If credit is arranged any late payments will accrue an interest charge of 1.5% the total due per month of the balance unpaid.
2. Each booking is for the exhibitor's sole use, film is not to be subleased to others without our express written authorization. Films are provided for **one** showing only unless otherwise arranged in advance. This transaction does not include TV, Broadcast, Duplication, Theatrical or Export Right.
3. For each subsequent showing of a film on the same day or following day, subject to agreement in advance, add 50% to the base rate. Fees for exhibition to audiences of more than 150 people must be determined in consultation with our office
4. Films are shipped as indicated on your invoice. **Your organization must provide a courier account for transit of films**, if there is a problem with the account provided it is up to the exhibitor to resolve their account so films can be shipped in a timely fashion. Canyon Cinema Foundation will not pay for reverse charges or cancel orders that miss shipment due to courier account delays. Films must be returned to our office via PREPAID Fed Ex, UPS or DHL shipment, insured for no less than the value specified on your invoice, with signature required for delivery. **Do not ship films in fiber filled envelopes or packed with Styrofoam. Do not send return shipments via USPS.**
5. Films must be shipped back to Canyon Cinema on the next business day after your screening date and must never be retained beyond this period. An overtime surcharge for each film returned late will be assessed at the rate of 50% base rental rate per day overdue, plus any associated administrative fees for time spent recouping payment.

6. Films must be returned heads out, on the reel provided, safely contained within the can(s) and shipping case(s) provided. Substituting or failing to return reels, cans, and shipping cases will incur charges for replacement costs and associated administrative fees if applicable.
7. The exhibitor agrees to assume all costs of collection of any unpaid invoice amount, including attorney fees.
8. Under no circumstances are refunds and/or cancellations possible with less than seven business-days notice of the shipping date noted on your invoice.
9. Exhibitors accept sole liability for print loss or damage and any legal expenses due to local censorship action. If a print cannot be replaced the filmmaker will be consulted regarding damage fees (for schedule of fees see page 3 below).
10. The exhibitor accepts complete responsibility from the moment the film(s) leave CCF to the time of return. Any difficulty in projection or damage must be reported to our office immediately in writing. Prints are carefully inspected prior and following every booking. Do not attempt to splice or repair damaged films. The exhibitor will be billed for damage to films caused by projectors which have been threaded improperly or resulting from careless handling. The charge depends on the extent of the damage and is based upon the cost to the filmmaker for replacement. You are urged to carefully supervise projection.
11. Films are not to be projected or viewed on editing machines, flatbeds, or any viewing device other than a film projector.
12. CCF agrees to inform the borrower within 120 business days from the date of return of any liability for damage incurred while a film is in their possession.
13. Choice of Law and Venue: The laws of the state of California will govern any dispute arising from or relating to this Agreement. The parties submit to the jurisdiction of the state of California and federal courts for or in San Francisco, San Francisco County, California, and agree that any legal action or proceeding relating to this Agreement may be brought in those courts.

I,

Name & Title (printed)

Signature

Date

Hereby agree to all terms of Canyon Cinema Foundation's loan agreement as stated above.

Organization/Institution Name:
Address:
Telephone:
Email:

If you have any problems or questions regarding any aspect of these arrangements, please contact Canyon Cinema Foundation immediately at +1 415-626-2255 or <info@canyoncinema.com>



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ATTENTION PROJECTIONISTS

Canyon Cinema Foundation exercises the utmost possible care and attention in inspecting each and every print in its collection. These films are difficult or in some cases impossible to replace. They are the property of the filmmakers and are held in the custody of Canyon Cinema in their trust.

A note about Canyon Cinema Foundation's Inspection Methods:

For each print, Canyon Cinema Foundation keeps a record of the overall condition, exact frame count as well as the number and location of every splice. Any unnecessary splice made within the print will be noted and considered damage and the renter will be charged at the rates listed below.

- **Any damage that occurs during projection MUST be reported to Canyon Cinema Foundation.** Please alert us of the problem with a note in the film can and well by phone or email including a detailed account of what happened before and after the film was damaged. **Failure to report damage will result in a \$20.00 surcharge added to film damage charges.**

Damage Charges:

- Replacement of unacceptable splice placed by renter in the film - \$50.00 per cut
- Missing or damaged frames in film - \$50.00 per/frame (up to print value)
- Extensive perforation damage and scratches - \$20 per foot (up to print value)
- Splices made in leaders - \$10 per splice + \$1 for every missing frame
- Replacement of missing Head or Tail leader - \$5.00 each
- Film returned tails out - \$5.00
- Film returned on a bent reel - \$10.00
- Grease pencil marking/irremovable inks - \$5.00 /ft.

These charges will be strictly enforced.

Canyon Cinema Foundation reserves the right to adjust damage/replacement fees to reflect the actual cost of care or replacement of a damaged print.

We ask that projectionists please treat the films with special care:

If you are building a show reel, do not remove any head or tail leaders. Splicing that is required to mount films together should be done at the ends of the colored head and tail leaders ONLY. **Canyon Cinema Foundation films should NEVER be cut.**

For seamless projection, we recommend either closing the dowser or turning off the lamp while the leaders are running through the gate. If neither are an option, place a card over the lens of the projector during the leader between films.

-Please refrain from using any type of marking paint or grease pencil on the prints. If cue tape or marking is applied to prints, these must be non-permanent and removed after projection.

-If a film becomes damaged, use a temporary splice and do not remove any footage.

-Rewind film onto original reel and securely tape the leader down so the print does not unravel during shipping.

-The wind must be smooth and even to minimize the risk of damage during shipping. No individual strands of film should protrude out from the pack.

Projectionist / Venue Information:

Projectionist Name:	
Projectionist contact information (e-mail / phone number):	
Venue/Theatre Name:	
Venue Address:	
Venue Contact name and information <i>if different than exhibitor.</i>	