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Canyon Cinema Loan and Licensing 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 agreement. The applicable period of this agreement is **September 1, 2019 through August 31, 2020**. This agreement shall apply to all loans or licenses between CCF and the signatory person or organization during this specified period.

CCF loans film prints and leases digital copies of works from its collection only under the terms specified herein. Signature below (page 2) and completion of venue information (page 3) indicates your agreement to these terms.

CCF must receive this completed and signed agreement before any 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, and payment of the full amount of an invoice issued by Canyon Cinema prior to release of films.

1. An invoice issued by CCF confirms your booking of the work(s) listed and includes public performance rights for a single screening on the date(s) indicated, for an audience no larger than 150. Terms for additional screenings, subject to agreement in advance, are as follows: each subsequent showing of a film on the same day or consecutive day, add 50% to the base rate. For additional screening on a non-consecutive day the full base rate will be applied. Fees for exhibition to audiences of more than 150 people must be determined in consultation with our office.
2. Any invoice issued by CCF is to be prepaid unless credit is arranged or an official purchase order is submitted. No exceptions will be made. If credit is arranged any late payments will accrue an interest charge of 1.5% due per month of the balance unpaid.
3. Each booking is for the borrower's sole use, works loaned by CCF are not to be subleased to others without our express written authorization. This transaction does not include TV, Broadcast, Duplication, Theatrical or Export Right. No portion of any work may be reproduced, copied or transferred without the prior written consent of the Licensor.
4. Works loaned by CCF will be delivered as indicated on your invoice. When applicable you must provide a courier account for transit of films or digital media. In the event of holds or other courier account problems it is up to the borrower 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. Films and/or digital media are not to be shipped in fiber filled envelopes or packed with styrofoam. Do not send return shipments via USPS.
5. Films and/or digital media 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 late delivery 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. The borrower agrees to assume all costs of collection of any unpaid invoice amount, including attorney fees.
7. Under no circumstances are refunds and/or cancellations possible with less than seven business-days' notice of the shipping date noted on your invoice.

8. The borrower accepts sole liability for loss or damage of any media loaned by CCF, including while in transit to and from your organization/venue.

9. 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.

Terms governing film prints

10. 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.

11. The borrower is solely responsible for loss or damage to film print(s) while in the custody of, or in transit to and from, the borrower. Loss or damage of film print(s) may result in the borrower's paying full replacement costs, the amount of which will be determined by CCF. If a print cannot be replaced damage fees will be assessed and reimbursement determined in consultation with the filmmaker/owner.

12. Film is a fragile medium, always vulnerable to damage, and it is increasingly costly and difficult to obtain replacement prints for works distributed by CCF. Creating new film prints often requires coordination with labs, archives, artist's estates, and may require the creation of new printing elements, incurring costs commensurate with this substantial effort. Borrowers must be aware of this reality when they accept liability for full replacement cost of prints loaned by CCF.

13. The borrower accepts full responsibility for the safety and security of film print(s) during shipping and while in their possession. Prints are carefully inspected prior to and following every loan. The borrower is responsible for inspecting the print after delivery and notifying CCF of any damage discovered before projection. CCF will assume that any unreported damage discovered after a print has been returned is the responsibility of the borrower. The borrower will be billed for any damage including, but not limited to: heavy scratches, torn perforations, unauthorized cuts and splices, damage resulting from careless handling, packaging, or faulty projection equipment.

14. Film prints are not to be projected or viewed on editing machines, flatbeds, or any viewing device other than a film projector.

Terms governing digital media

15. Digital file(s) or other digital media of work(s) provided by CCF must be deleted from computers, media players, etc. within 7 days of final screening date. Written confirmation of deletion of files must be emailed to info@canyoncinema.com within 7 days of final screening date.

16. Under no circumstances may any copy of the work(s) be retained for archive purposes without prior written permission

17. If provided, storage media (e.g. harddrive, optical disc, etc.) must be returned or the borrower will be responsible for replacement cost.

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>

Film Handling and Projection Policies

CCF carefully inspects and records condition information for each and every print in its collection. Film prints are the property of the filmmakers and are held in the custody and trust of CCF. Any person(s) responsible for handling or projection of films loaned by Canyon Cinema Foundation (CCF) must review and agree to the following guidelines.

For each print, Canyon Cinema Foundation keeps a record of the overall condition, exact frame count as well as the number and location of any splices or repairs. Prints are carefully inspected prior to and following every loan. The borrower is responsible for inspecting the print upon delivery and notifying CCF of any damage discovered before projection.

- Any damage that occurs while a film is in the borrower's custody must be reported to Canyon Cinema Foundation. Please alert us of any problems with a note accompanying the film upon return and/or by email, including a detailed account of what happened before and after the film was damaged. Failure to report damage will result in fines in addition film damage charges.
- Scratching, breaks, torn perforations, or other damage to film prints caused by negligent handling or faulty projection equipment may result in the borrower paying full replacement costs for films. Thorough testing and cleaning of equipment must be conducted before projecting films loaned by CCF.
- 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. Do not attempt to make repairs to damaged films.
- 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.

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. Films loaned by CCF should never be cut. For seamless projection, we recommend either closing the dower or turning off the lamp while 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.

Projectionist / Venue Information:

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