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### **Canyon Cinema Loan and Licensing Agreement**

Thank you for your booking of films from Canyon Cinema Foundation (CCF). CCF requires all customers to submit a completed and signed copy of this agreement. CCF will accept completed and signed PDF copies submitted by email to [info@canyoncinema.com](mailto:info@canyoncinema.com), or a hard copy delivered to our office. CCF must receive this completed and signed agreement before any booking can be fulfilled

The applicable period of this agreement is **September 1, 2021 through August 31, 2022**. 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. Your signature and completion of venue information below indicates agreement to these terms.

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 indicated, for an audience no larger than 150. Terms for additional screenings, subject to agreement in advance, are as follows: each subsequent showing of the work(s) on the same day or consecutive day, add 50% to the base rental fee. For additional screening on a non-consecutive day the full base fee will be applied. Fees for exhibition to audiences of more than 150 people must be determined in consultation with our office.
2. When works booked from CCF are to be presented in forms other than in-person cinema or classroom screening (e.g. gallery or museum exhibition, digital streaming on-demand, digital access via educational institution network), complete terms and exhibition dates will be specified on the booking confirmation invoice, or in a separate agreement tailored to the particular booking.
3. 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.
4. 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, Narrowcast, Duplication, Theatrical, or Export Right. No portion of any work may be reproduced, copied, uploaded, or transferred without the prior written consent of the Licensor.
5. 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/media can be shipped in a timely fashion. CCF will not pay for reverse charges or cancel orders that miss shipment due to courier account delays.

6. Films and/or digital media must be shipped back to CCF on the next business day after your screening date and must never be retained beyond this period. An overtime surcharge for late return will be assessed at the rate of 50% base rental rate per day overdue, plus any associated administrative fees. 7. The borrower 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 before the shipping date noted on your booking confirmation invoice.

9. 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.

10. 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**

11. The borrower accepts full responsibility for the safety and security of film print(s) during shipping and while in their possession. 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. Prints are carefully inspected prior to and following every loan. We encourage borrowers to inspect prints once received and document any pre-existing damage before projection. CCF will assume that any new, 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.

13. 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.

14. Invoices issued by CCF indicate an insurance value for films loaned. This amount is to be considered a minimum replacement value for the purpose of insuring shipments of film prints.

15. CCF will make the following customs declaration for all film loan shipments crossing international borders: "No commercial value. For cultural/educational purposes only. Contains no obscene/ pornographic materials." CCF recommends that international customers engage a third-party insurer to cover liability for films in transit in order to avoid complications and costs associated with declaring high monetary value for shipments subject to customs fees, tariffs, etc. CCF will not be responsible for any taxes, duties or customs fees incurred while films are in transit.

16. 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, artists' 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.

17. 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**

18. Digital file(s) or other digital media of work(s) provided by CCF must be deleted from any storage device, including computers, media players, online storage systems, etc., within seven days of final screening date. Written confirmation of deletion of files must be emailed to [info@canyoncinema.com](mailto:info@canyoncinema.com) within seven days of final screening date.

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

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

I hereby agree to all terms of Canyon Cinema Foundation’s loan agreement as stated above

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Name and Title (Printed)	Signature	Date
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Organization/Institution Name:
Address:
Telephone:
Email:

If you have any questions regarding any aspect of these terms, please contact Canyon Cinema Foundation immediately at +1 415-626-2255 or <[info@canyoncinema.com](mailto:info@canyoncinema.com)>

### Film Handling and Projection Policies

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

For each print, CCF 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 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 CCF. Please alert us of any problems with a note accompanying the film upon return and/or by email, including a detailed account of the damage incident. Failure to report damage will result in fines in addition to 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 projection 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 cut or remove heads and tails from prints. Splicing that is required to mount films together should be done where colored head and tail leaders are joined to the print. Films loaned by CCF must never be cut. For seamless projection, we recommend either closing the dowser 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 and Venue Information:**

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