

## CINEMAFLIX DISTRIBUTION AGREEMENT

This Agreement is entered into as of XXX by and between CINEMAflix LLC (the "Distributor"), located at 980 Fifth Avenue, 3rd Floor, New York, N.Y. 10075, and XXX (the "Producer"), located at XXX, with regard to the film (the "Film") XXX, which will be booked at the XXX (the "Theater"), in Auditorium # XXX, in the following city: XXX.

1. **ENGAGEMENT.** The film will run for one week (7 days) starting on Friday, XXX and terminating on Thursday, XXX. A minimum of 4 shows per day will be booked. The scheduling of the shows will be done by the Theater.
2. **SERVICES.** The Distributor will ensure that the Producer's film will receive all the services offered by the Theater for films run on a regular basis. This includes the services of the entire staff, the projectionists, and advance ticket purchases.
3. **THEATRICAL ADVERTISING.** The Film will be included on the Theater's website and in any ad listing the films playing at the Theater. All other advertising and promotions will be the responsibility of the Producer.
4. **PUBLICIST.** Included are the services of the Distributor's publicist. The publicist will contact the film critics, write and send press releases, set up interviews (when possible), reach out to organizations and clubs, and compile and distribute production notes.
5. **DIGITAL PLATFORMS, CABLE VOD STATIONS, AND DVD WHOLESALERS.** With Producer's approval, Distributor will encode, QC (Quality Control), and submit the Film to the digital platforms (iTunes, Amazon, Hulu, FandangoNow, Vudu, Google Play, Sony Playstation, TubiTV, and Hoopla) Cable VOD stations (Time Warner Cable & Comcast), and to the DVD wholesalers. Acceptance by any outlet is not guaranteed.
6. **DELIVERABLES.** Producer must provide the required deliverables to the theater, digital platforms, cable stations, and to the DVD wholesalers.
7. **SHIPPING COSTS.** The cost for shipping the film to and from the theater will be the responsibility of the Producer. Films must be received at least two weeks before the opening. Producer must provide a back-up DVD or Blu-ray.
8. **INCOME.** Producer will receive 100% of the box office income less a deduction in New York of \$140.00 for the cost of blowing up reviews and mounting posters. Producer will receive 100% of the income from the digital platforms and cable stations after deducting 20% for the associated aggregators. Breakdown of DVD income is indicated on the DVD page of Distributor's website ([www.cinemaflixdistribution.com](http://www.cinemaflixdistribution.com)).
9. **COST.** \$, payable as follows: XXX upon signing the Agreement and \$ XXX weeks prior to the opening date listed on the agreement.
10. **RIGHTS and PERMISSION.** Producer must own or control the copyright for the Film and secure all the rights for the location, music, actors, scripts, etc. Producer has obtained any and all rights, clearances, and permissions to distribute the Film, including any and all clearances and permissions necessary for each of the participants appearing

in the Film, including without limitation, any required clearances or permissions from any regulatory, governing, or organizing bodies. The Producer has obtained any and all necessary rights, clearances, and permissions to distribute the Film, including securing all music, master, mechanical, and synchronization rights as necessary for music played during the Film. Producer has obtained any and all rights, clearances, and permissions to distribute the Film, including any and all rights, clearances, and permissions to use all names, likenesses, trademarks, and service marks of all teams, individuals, and entities in or otherwise associated with the Film.

11. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

12. ARBITRATION. Any dispute shall be settled by binding arbitration to be held in New York City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

Name (Please Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Company (Please Print): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Rating (if any): \_\_\_\_\_

Language It's In: \_\_\_\_\_

Running Time: \_\_\_\_\_

Format (DVD, Blu-ray, DCP): \_\_\_\_\_

Website Address: \_\_\_\_\_

Aspect Ratio: \_\_\_\_\_

AGREED AND ACCEPTED:

\_\_\_\_\_  
Elliott Kanbar  
President  
CINEMAflix LLC

Direct Line: 1-212-628-4990  
Direct E-Mail: [eskanbar@aol.com](mailto:eskanbar@aol.com)