

CINEMAflix Oscar Qualifying 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, on our Oscar Qualifying Program.

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. **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, Vudu, FandangoNow, Vudu, Google Play, Sony Playstation, TubiTV, and Hoopla), Cable VOD stations (Time Warner Cable and Comcast), and to the DVD wholesalers. Acceptance by any outlet is not guaranteed. Distributor will ensure that marketing to any of these outlets does not violate any Academy rules.
3. **THEATRICAL ADVERTISING.** The Film will be included on the Theater's website and in any ad listing the films playing at the Theater. Also included is the required 1" x 2" ad in the Village Voice in New York and the LA Weekly in Los Angeles. 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. **SHIPPING COSTS.** The cost for shipping the film to and from the theater will be the responsibility of the Producer. DCP hard drives must be received at least two weeks before the opening. Producer must provide a back-up DVD or Blu-ray.
6. **INCOME.** Producer will receive 100% of the box office income. The Cinema Village in New York may deduct \$140.00 for the cost of blowing up and mounting reviews and displaying 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.cinemaflixedistribution.com).
7. **REVIEWS.** Reviews in The New York Times and the Los Angeles Times are not guaranteed.
8. **DELIVERABLES.** Producer must provide deliverables to the theater, digital platforms, cable stations, and to the DVD wholesalers.
9. **COST.** XXX, payable as follows: XXX upon signing the Agreement and \$ XXX weeks prior to the opening date listed on the Agreement.
10. **OSCAR REQUIREMENTS.** Before signing Agreement, Producer should check the Academy's website. It lists the rules and requirements.
11. **SUBMISSION DEADLINE.** Producer is responsible to submit the completed Film package to the Academy by the deadline date.

12. 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.

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

14. 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

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