

VIDEO POOL

media arts centre

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NON-EXCLUSIVE DISTRIBUTION AGREEMENT

The following represents a mutual Agreement between the parties (the "Parties"), Video Pool Inc. ("the Distributor") and ("the Grantor"), who agree together as follows:

1. The Grantor grants to the Distributor and its agents the non-exclusive right to sell, lease, rent, license for telecast, exhibit and distribute the video/audio/computer-integrated work(s) listed in Schedule "A" of this Agreement, hereinafter called "the Production", in the formats, territories and markets listed in Schedule "A".
2. The duration of this Agreement is indefinite, commencing on _____.
3. The Production shall remain in the Distributor's Library for in perpetuity from the date this Agreement is executed.
4. The Grantor warrants and represents:
 - (a) that the Grantor owns or controls full and complete title to the Production;
 - (b) that the Grantor has the full right, power and authority to enter into and perform this Agreement;
 - (c) that the Production does not defame any person or persons; and
 - (d) that the Grantor has not granted any rights to a third party which conflict in any way with the rights granted to the Distributor in this Agreement. In this regard, the Grantor agrees to indemnify and hold the Distributor, its officers, directors, and agents, together with all licensees hereunder, harmless from all claims damages, liabilities and expenses arising out of any licensing or exhibition of the Production.
5. The Grantor shall provide the Distributor with:
 - (a) Apple Pro Res HQ422 codec video file of the Production (if video) or an uncompressed or MP3 File (if audio) in good quality for use in its reproduction for preview and rental;

(b) full Production credits, artist statement on Production, biographical statement, curriculum vitae, photograph of the Grantor, three (3) still photographs for the production and other promotional materials and literature to assist in the promotion of the Production;

(c) a complete list of video works produced by the Grantor, their screening history, and name of other Distributors;

(d) complete records of all television submissions and licensing arrangement of the Production.

(e) the current address and telephone number of the Grantor, and **the Grantor shall notify the Distributor of any subsequent changes of address. Grantor royalty statements and cheques that are not deliverable for twelve months after the date of first attempted delivery shall become the property of the Distributor**, unless the Grantor contacts the Distributor within twelve months and makes other arrangements for their delivery.

(f) other (specify) The Grantor agrees to supply the Distributor with one Apple Pro Res HQ422 codec digital file or an uncompressed or MP3 File (audio) for the purposes of duplicating sales copies of the Production. When the Distributor receives an order for a sale copy, rental copy, or compilation copy, the Distributor may make copies as required to fill the order at its own duplicating facilities. All videos by the Grantor remain the sole property of the Grantor.

(g) The Distributor will make all reasonable efforts to ensure that all submasters are kept in playable condition, but is not responsible for lost, stolen or damaged submasters submitted by the Grantor. The Distributor requests that the Grantor review her/his/its submissions on a regular basis to ensure quality.

6. In consideration of rights granted, the Distributor shall pay royalties ("Royalties") to the Grantor equal to the total income received by the Distributor resulting from the exercise of those rights subtract the commission fees and expenses incurred by the Distributor. The deduction for commission fees and expenses is defined in the subsections below and shall be deducted in the order in which they are listed. Expenses shall be valued at the full, direct cost to the Distributor for the item. The following fees are cumulative. In no event shall Grantor receive less than seventy (70%) percent of total, except as provided in paragraph 8 herein.

(a) a commission fee to the Distributor equal to thirty (30%) of the net income resulting from theatrical exhibition of the Production or,

(b) a commission fee to the Distributor equal to thirty (30%) of the net income resulting from non-theatrical sales, rentals and licensing of the Production or,

(c) a commission fee to the Distributor equal to thirty (30%) of gross income resulting from Standard and Non-Standard Television and Home Video Licensing Agreements for the Production or,

(d) a commission fee to the Distributor equal to thirty (30%) of gross income resulting from online sales through third party platforms licensing of the Production.

(e) all custom duties, imports and like charges imposed or levied by any level of government or taxing authority upon the entry, distribution, licensing or exhibition of the Production or the receipt therefrom, and any other taxes except income taxes will be invoiced to the Grantor; and

(f) festival entry fees for the Production paid by the Distributor, including those incurred in advance of the execution of this Agreement but which are in relation to the Production and which were incurred at the written request of the Grantor, will be invoice to the Grantor.

7. The Distributor shall make reasonable efforts to request licensees of the Distributor to assume or incur some or all of the expenses referred to in subsection 6(d).

8. If the total income from the Production is insufficient to reimburse the Distributor for having incurred festival entry fees in accordance with subsection 6(e) within ninety (90) days of their payment by the Distributor, the Grantor shall reimburse the Distributor for the fees no later than the end of the said 90-day period provided written request of Grantor was first issued.

9. The Distributor shall be wholly liable for the payment of the following expenses of the Distributor, which expenses accordingly shall not be deducted from Royalties:

(a) shipping and insurance;

(b) promotional materials initiated by the Distributor;

(c) catalogue listing;

(d) accounting and invoicing;

(e) promotional sales trips initiated by the Distributor or its designated representative(s);

(f) library, exhibition, sale, and festival dubs of the Production;

(g) free promotional viewings at the premises of the Distributor; and

10. The Distributor shall make reasonable efforts to submit the Production to national and / or international festivals or similar events, and to notify the Grantor of the successful application to festivals and events. The Grantor is responsible for entry fees to festivals, Distributor will consult with the Grantor and receive written consent from the Grantor before committing to entry fee.

11. The Grantor shall pay to the Distributor a reasonable administration fee for entry to festivals, but the Distributor shall consult with the Grantor, and receive written consent from Grantor to that exact fee, before charging such an administration fee.

12. All cash awards from festivals shall be paid in full to the Grantor, excluding all monies enumerated in Item 6 above.

13. The Distributor shall make reasonable efforts to distribute and promote the Production.

14. The Grantor may, with permission of the Distributor, establish minimum price guidelines or specific requirements for licensing agreements, which shall be set forth on "Schedule A". Otherwise, the Distributor may enter into any licensing arrangement which is reasonable in view of prevailing market conditions.

15. The Distributor shall not cause or knowingly permit the Production to be re-edited, recast, transformed or adapted in any manner whatsoever except the Distributor may produce an excerpt of no more than two (2) minutes for use in promoting the Production. However, the Distributor shall not be liable to the Grantor for any such act which is inadvertent, unintentional or occurs for reasons beyond the Distributor's control. Notwithstanding the prohibitions in this section, the Distributor shall have the right to add a distribution credit, logotype, or copyright warning to any preview print(s) or videocassette(s) of a Production.

16. The Distributor agrees to keep a full, true and accurate set of books of accounts and records, and a Grantor's file during the term of this Agreement and for a period of one (1) year afterwards. These documents shall be available and subject to inspection by the Grantor at the office of the Distributor during normal business hours upon five (5) days notice. The Grantor may make copies and extracts of the documents at the Grantor's expense. Grantors located outside of the city of Winnipeg may request that copies of documents be forwarded to their residence or place of business outside of the city and the Distributor shall provide them through normal postal service within one month of receiving the request.

17. The Distributor shall provide to the Grantor an itemized statement of account and, where income earned from the Production is sufficient, a cheque for royalties, no later than thirty (30) days after March 15, June 15, September 15, and December 15 of each year. The statements of account shall show the name of the client, gross income for each transaction relating to the Production, the amount of commission deducted by the Distributor, and provide verification of any other deductions made.

18. The Distributor may submit the Production to provincial classification authorities unless specifically requested not to by the Grantor in writing.

19. An invalid provision of this Agreement shall not invalidate the whole Agreement; the invalid provision shall be omitted and the remainder of the Agreement shall remain in effect.

20. In the event of disagreements arising between the Parties during the course of this Agreement, the Grantor and, for the Distributor the Distribution Coordinator, shall attempt in good faith to resolve contentious issues between themselves. If they are unable to resolve their differences, the Parties shall jointly select a neutral arbitrator and submit the dispute to her or him for arbitration, and the decision of the arbitrator shall be final and binding on the Parties.

21. This entire Agreement shall be governed by, subject to, and construed only according to the laws of the Province of Manitoba, and the courts of the Province of Manitoba shall have exclusive jurisdiction in disputes over any of its terms.

22. This agreement may be terminated by either party by providing the other party with at least

30 days written notice.

23. In the event of closure of either the Distributor in part or in whole, the Grantor shall arrange for the return of her/his/its material. If the Grantor does not make these arrangements within 30 days of the official announcement of Distributor's closure, all Productions will be donated to Library and Archives Canada for incorporation into the national audio-visual archives. Barring an arrangement between the Distributor and the Grantor, the Distributor is not responsible for the return of Productions.

AGREED TO AND ACCEPTED THIS ON _____.
date

VIDEO POOL INC. per _____
Distribution Coordinator

and

(Grantor's name or,
if applicable,
Grantor's Company name)

per _____
Signature

SCHEDULE "A"

This Schedule is attached to, and forms part of, the Non-Exclusive Distribution Agreement between Video Pool Inc. and _____.

THE VIDEO WORKS INCLUDED ARE:

Title _____

For Video Distribution:

Deposited format(s): Apple Pros Res HQ 422 _____

For Audio Distribution:

Uncompressed File (Audio) _____ MP3 File (Audio) _____

Are there any Distribution territories you would like excluded: _____

What specific Distribution markets are you interested in: _____

Distribution fee schedule: CARFAC or negotiable, are there exceptions: _____

AGREED TO AND ACCEPTED THIS _____ BY:

VIDEO POOL INC. per _____
Distribution Coordinator

and

_____ per _____
print name signature

Checklist for New Submissions

Please fill in the following information and return sheet with requested materials.

Artist _____

Current Address _____

Website _____

Telephone _____ email _____

Title of Work _____

Date of Completion: M/ _____ Y/ _____ Running Time _____

Original Format _____

Would you like Video Pool to offer your services as a speaker/performer where you work shows? This would be if you were interested in Q&A sessions, speaking at openings, etc... _____

Required for Distribution, attach the following:

Biography (under 50 words) _____ Synopsis (under 50 word) _____

3 still from the video _____ Artist headshot _____

Signed Contracts _____ Screening List _____

Apple Pro Res 422 file (video) _____ Uncompressed MP3 File (Audio) _____

Optional:

Resume/CV, cast and crew list, music rights (for broadcast sales), screening history.

Installation / Web based:

Video sample of functioning installation

Categories (select all that apply):

Abstraction	Biography	Decolonization	Feminism	Indigenous
Absurdity	Body	Docufiction	Fiction	Immigration
Abuse	Canada	Documentary	Food	Labour
Activism + Protest	Capitalism + Economics	Drama	Gender	Language
Agriculture	Childhood	Earth	Geography	Landscape
Animals	Comedy	Education	Health	Literature
Animation	Community	Environment+nature	History	LGTBQ
Architecture	Crime	Essay	HIV / AIDS	Love + Hate
Art + Artists	Culture	Experimental	Horror	Media Studies
Autobiography	Dance	Families	Identity	Memory

Mental Health	Photography	Race + Ethnicity	Sex work	Urban
Mortality	Poetry	Racism	Society	Works by Women
Multiculturalism	Politics + Policy	Religion	Sound Art + Music	Violence
Music Video	Portrait	Resistance	Spirituality	Youth
Narrative	Poverty	Science	Sustainability	Other_____
Oral History	Psychology	Science Fiction	Time + Space	
Performance	Puppetry	Sexuality	Travel	