

## Film Festival Distribution Agreement

This "Agreement" is entered into effective as of **Month DD, 2025** between "The Film Collaborative," and "Company" as defined below. The term "Party" or "Parties" refers to both The Film Collaborative and Company collectively.

1. Picture: The term "**Picture**" refers to the **narrative / documentary** feature film called "**XXXX**" (Directed by **XXXX**).
2. The Film Collaborative: THE FILM COLLABORATIVE, INC. is a California non-profit corporation, (hereafter referred to as "**The Film Collaborative**"), with its principal place of business at 3405 Cazador Street, Los Angeles, CA 90065.
3. Company: "**Company**" refers to: **CCCC**, with its principal place of business at **XXXX** and with a TAX ID of **XXXX**.
4. Services to be Rendered: The Film Collaborative shall perform film festival distribution (physical, virtual, and hybrid) and consultation services in keeping with film industry standards (collectively "**Film Festival Distribution**"). There are no rights licensed in this Agreement. The Film Collaborative shall pursue and secure all bookings in accordance with the mutual understandings between the Parties, which is subject to change, provided that Company will have final approval rights (not to be unreasonably withheld) for all bookings. Venues exhibiting the Picture on a film festival basis will be booked for a "Rental Fee" whenever possible and Company will have final approval for any festival exhibition or any other public exhibition not involving a Rental Fee. The term "**Rental Fee**" means the monies paid by a film festival or any other organization in exchange for the permission to exhibit the Picture publicly. The Film Collaborative may never barter with film festivals instead of charging a Rental Fee whenever a Rental Fee is possible, and The Film Collaborative will never waive a Rental Fee unless otherwise agreed to in writing (email is valid) by the Parties.
5. Film Festival Distribution Term: The "**Film Festival Distribution Term**" will start on **Month DD, 2024** and terminate after eighteen (18) months, on **Month DD, 2026**, unless mutually extended by the Parties in writing (including email).
6. Film Festival Distribution Territory: The "**Film Festival Distribution Territory**" is worldwide unless Company asks to exclude in writing (via email to orly@thefilmcollaborative.org or jeffrey@thefilmcollaborative.org) a country or licensing territory because of a pending or actual sale.
7. Termination: The Parties can terminate the Film Festival Distribution Term and this Agreement, for any reason or for a pending or actual sale, with twenty calendar days' notice provided that Company honors any festival booking arrangements made prior to termination in accordance with the terms and conditions outlined in this Agreement.
8. Allocation of Receipts: For festival bookings generating a Rental Fee, Company will receive 50% of "Film Rental Net Receipts" (as defined below) and The Film Collaborative's share will be

the other 50% of Film Rental Net Receipts. **"Film Rental Gross Receipts"** means all revenues received for the Picture paid by any film festival, organization, or entity and will include the aggregate of all sums, from all sources and from first dollar, received by The Film Collaborative in connection with the Picture. All prize / award money or other gifts awarded to the Picture are NOT included in Film Rental Gross Receipts and will be directed to Company without any deductions or offset by The Film Collaborative. The term **"Film Rental Net Receipts"** refers to Film Rental Gross Receipts less only "Recoupable Expenses" (as defined below). **"Recoupable Expenses"** refers to only third-party, verifiable expenses directly associated with the Film Festival Distribution of the Picture and includes only: submission fees, shipping costs, and lab fees to download, author, duplicate, and repair exhibition copies. Recoupable Expenses may not exceed the sum of \$500 unless otherwise approved by Company in writing including via email to [orly@thefilmcollaborative.org](mailto:orly@thefilmcollaborative.org) or [jeffrey@thefilmcollaborative.org](mailto:jeffrey@thefilmcollaborative.org).

9. **Materials:** The Film Collaborative must receive, at Company's expense, all items related to the Picture listed in Schedule A prior to the start date of the Film Festival Distribution Term. To the extent and when practicable, The Film Collaborative moving logo teaser (downloadable at <http://thefilmcollaborative.org/teasers>) must be placed at the head of the Picture on all exhibition media masters for Film Festival Distribution that are created after the start date of the Film Festival Distribution Term, including but not limited to DCP, Blu-Ray, DVD and QuickTime ProRes, unless otherwise agreed by the Parties. Furthermore, all related materials, such as dialogue lists, must be adjusted to reflect this addition. All materials provided related to the Picture and any copies made thereof shall be returned to Company by The Film Collaborative upon request following the expiration or termination of the Film Festival Distribution Term.

10. **Accounting:** The Film Collaborative shall report and account to Company on a standard quarterly basis as defined below and shall remunerate all sums due Company within 45 days from the end of each quarter. In addition to quarterly reporting, Company may also elect to receive a monthly update about upcoming festivals bookings by simply asking The Film Collaborative for such reporting. The Film Collaborative shall furnish Company on a quarterly basis with a statement showing: Film Festival Bookings, Current location of the video master (upon request), Film Rental Gross Revenue, Recoupable Expenses (itemized) and any amount due to Company with respect to such quarter. All statements and applicable payments will be delivered to Company within 45 days after the end of the applicable quarterly period. All payments due to Company hereunder will be rendered in U.S. dollars. The Film Collaborative agrees to keep accurate books and records with respect to the distribution of the Picture. Upon reasonable advance written notice (in no event less than 30 days), for up to two years following the end of this Agreement, Company may, at its sole expense, directly audit or appoint a certified public accountant to audit applicable books and records at The Film Collaborative's principal place of business for the sole purpose of verifying the amounts due hereunder. Such audit must take place during regular business hours and may not occur more than once in any 12-month period. In the event the audit reveals an underpayment with respect to any accounting period ("Shortfall"), The Film Collaborative shall immediately pay Company the amount of Shortfall. In addition, if any such Shortfall is more than five 5% of the total amount actually payable to Company with respect to such accounting period (including the

Shortfall) but in no event less than USD \$5,000, then The Film Collaborative shall reimburse Company for the reasonable costs of such audit.

11. Warranties: Company represents and warrants that: (a) it has the full right, power, and authority to enter into this Agreement; and (b) it is not now, nor shall it come under any obligation to any person, firm or corporation that conflicts or interferes, or is inconsistent with, any of the provisions of this Agreement. The Film Collaborative represents and warrants that (a) it has the full right, power, and authority to enter into this Agreement; (b) it is not now, nor will it come under any obligation to any person, firm or corporation that conflicts or interferes, or is inconsistent with, any of the provisions of this Agreement; and (c) it will not use the Picture in any way not authorized by this Agreement.

12. Indemnification: Each Party hereto shall indemnify, defend and hold harmless the other Party, and its parent, subsidiary, and affiliated companies, respective successors, licensees assigns, the directors, shareholders, officers, employees, agents, representatives, and any professional advisors of all of the foregoing, from and against any and all third-party claims, losses and liabilities growing out of or resulting from: (a) the material breach of the other Party's obligations, representations and warranties or agreements made hereunder, and/or (b) the other Party's gross negligence or willful misconduct. Company hereby indemnifies and holds The Film Collaborative harmless with respect to any copyright, trademark, contract, tort or any other claims in connection with the Picture.

13. Applicable Law / Forum: This Agreement is and will be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties hereunder must be construed and enforced in accordance with, and governed by, the laws of the State of California, without regard to the conflicts of law principles thereof. The Parties further agree to adjudicate any disputes, whether in equity or for damages at law, in the courts (state or federal) located in the venue of Los Angeles County, California, and hereby submit to the jurisdiction thereof. Each of the Parties hereto irrevocably consents to the service of any process, pleading, notices or other papers in any action arising out of or related to this Agreement by the mailing of copies thereof by registered or certified mail, postage prepaid, to such Party at such Party's address set forth herein, or by any other method provided or permitted under California law. The prevailing party, defined as a plaintiff/claimant who is granted the relief sought as permitted under this Agreement or a defendant/respondent who is determined to not be liable and/or not otherwise ordered to comply with the relief sought, in any action or proceeding arising out of or to enforce any provision of this Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding, or in the enforcement of any judgment or award rendered.

14. Sole and Only Agreement: Notwithstanding the foregoing permitted adjustments to Territory and Term, this Agreement embodies the entire agreement of both Parties hereto, and no modification or amendment hereof will be of any effect unless made by mutual consent and set forth in writing and signed by both Parties. No claimed oral agreement with respect to this Agreement may be considered as any part hereof. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

15. Assignment: This Agreement is personal between the Parties, and neither Party may transfer or assign its interests granted herein to another Party or entity without prior written consent by the other. This Agreement may be signed in counterparts by electronic mail, computer data file (e.g., PDF file) or manual signature and each such counterpart will constitute an original document and all such counterparts, taken together, will constitute one and the same instrument.

Agreed and Accepted:

**CCCC**  
a **XXXX** company

_____	_____	_____	_____
signature	print name	title	date

**THE FILM COLLABORATIVE, INC.,**  
a California non-profit organization

_____	Orly Ravid	Founder	_____
signature	print name	title	date

## SCHEDULE A DELIVERABLES

Company agrees to provide all items below in the required format, with the exception of those marked as optional. Prior to sending to TFC, Company shall check that all materials adhere to the technical specifications outlined in this exhibit ("Specifications"). Materials received by TFC that do not adhere to the Specifications will be returned to Company at Company's expense. By submitting delivery, Company verifies that all media has been fully tested to the extent practicable and is functional. TFC seeks to do all exhibition delivery digitally. Should a screening require physical assets, Company will deliver physical masters to TFC, unless the Parties mutually agree otherwise.

**DELIVERY:** Please send downloads via your preferred method (DropBox, Google Drive, MediaShuttle, Aspera, WeTransfer, etc.) to [kathy@thefilmcollaborative.org](mailto:kathy@thefilmcollaborative.org).

Legal	Contact	Primary and Secondary contacts for the film (name, email, phone)	
	W9	W9 Form (irs.gov/pub/irs-pdf/fw9.pdf) (2024 version)	
	Agreement	Signed Festival Agreement	
Pitching	Screener Link	<ul style="list-style-type: none"> <li>An HD (1080p) version of the feature uploaded to Vimeo. SD version not accepted. <ul style="list-style-type: none"> <li>You may include watermark, burn-in, or non-intrusive time code, if desired.</li> </ul> </li> </ul>	
Marketing	Stills	Five (5) - Ten (10) of your most compelling hi-res stills. <ul style="list-style-type: none"> <li>Landscape-oriented images only.</li> <li>TFC defines hi-res images to be over 3000 px wide. If you only have 1920 x 1080 px or similar frame grabs, match images to the native resolution of your film. Print images should be 300dpi; 8 bits / channel; CMYK, RGB, or Grayscale color mode.</li> <li>Do not include BTS photos</li> </ul>	
	Director Headshot	One (1) hi-res headshot per director	
	Press Kit	Word or PDF – include runtime, country of production, tech specs, synopsis, logline, main credits, and filmmaker bios	
	Laurels	Laurels for your premiere and any awards, if applicable (provide both .eps [if available] and .png)	
	Key Art (optional)	Digital copy of your poster for festivals to print or post on their own: <ul style="list-style-type: none"> <li>Full resolution vertical poster: finished size 27 x 40 in. Since print versions require .125 in. bleed on all sides, a good pixel resolution to shoot for is 8175 x 12263 px and then we can crop to the required size. <ul style="list-style-type: none"> <li>Final size should be 27.25 x 40.25 in • 300 dpi, submitted as a flat TIF or layered .psd or .psb.</li> </ul> </li> <li>Web resolution vertical poster: Digital version for web: 2000 x 3000px • 72 dpi.</li> </ul>	
	Trailer/Clip (optional)	<ul style="list-style-type: none"> <li>An embeddable HD (1080p) version of your trailer/teaser/clip uploaded to Vimeo or YouTube.</li> <li>Downloadable .mp4 and/or DCP version of your trailer/teaser/clip</li> </ul>	
Exhibition Assets	DCP	<ul style="list-style-type: none"> <li>Unencrypted DCP</li> <li>Outputted file should be approximately 100-150 GB, which generally precludes 4K</li> <li>Accessibility features will ideally be built in or included as a VF (CCAP, OCAP, AD)</li> </ul>	
	ProRes	Video: <ul style="list-style-type: none"> <li>ProRes HQ 422</li> <li>1920 x 1080 px (letterboxed, if necessary)</li> <li>.mov file</li> <li>Do not include color bars/countdown/2pop</li> <li>Outputted file should be approximately 100 – 150 GB</li> <li>We do not accept 4K ProRes files</li> </ul>	Audio (stereo is required): <ul style="list-style-type: none"> <li>If only stereo, lay out as: <ul style="list-style-type: none"> <li>Channel 1: Lt   Channel 2: Rt</li> <li>(no dual mono)</li> </ul> </li> <li>If 5.1 exists, include both 5.1 &amp; stereo tracks as follows: <ul style="list-style-type: none"> <li>5.1 Audio: Channels 1 through 6: L, R, C, LFE, Ls, Rs</li> <li>Stereo: Channel 7: Lt   Channel 8: Rt</li> </ul> </li> </ul>
	MP4	<ul style="list-style-type: none"> <li>1920 x 1080 px (letterboxed, if necessary)</li> <li>Adjust Target Bitrate [Mbps] so that outputted file is just under 10 GB</li> <li>Stereo audio</li> <li>Do not include color bars/countdown/2pop</li> <li>Tip: If using Adobe Premiere, output file using the "Vimeo 1080p Full HD" preset</li> </ul>	
	Frame Rate	<ul style="list-style-type: none"> <li>"Ideally all deliverables will have the same frame rate. If they do not, this can complicate translation. Corresponding video and caption files need to have the same frame rate to match, so please be sure to clearly label frame rates on all deliverables, and provide caption files that sync to each file (DCP, ProRes, MP4).</li> <li>If your DCP and ProRes have different frame rates, please provide a reference MP4 with a matching frame rate for both frame rates, and a matching caption file."</li> </ul>	
	Accessibility	<ul style="list-style-type: none"> <li>English-language captions for d/Deaf and hard of hearing (dialogue &amp; non-verbal sound cues) (.srt/.vtt) (required)</li> <li>English-language Audio Description for Blind and low-vision audiences (optional but recommended)</li> </ul>	
	Translation	<ul style="list-style-type: none"> <li>For multilingual films and films with forced narrative subtitles, international venues will require a no subs version of the film with a full captions file (or full timecoded dialogue list) to translate the film successfully. Generally, we will require both an English version (DCP, MP4, ProRes, Captions) and an international no-sub version (DCP, MP4, ProRes, Captions/dialogue list). If this applies to your film, please reach out to discuss how to move forward.</li> </ul>	