

Distribution Agreement

Canadian Filmmakers Distribution Centre
1411 Dufferin St Unit D, Toronto, ON M6H 4C7
416-588-0725 | members@cfmdc.org

Film title: _____

The following represents a mutual agreement between the Canadian Filmmakers' Distribution Centre, hereinafter called the "DISTRIBUTOR", and _____, hereinafter called the "PRODUCER", and so do agree together as follows:

1. The PRODUCER grants to the DISTRIBUTOR and its agents the right to sell, rent, lease, license for telecast, exhibit, distribute and otherwise deal with the distribution copies of the moving image work, hereinafter called the "PRODUCTION", in all formats, territories and markets except those listed in SCHEDULE "A" under RESTRICTIONS.
2. The PRODUCER warrants and represents:
 - a. that the PRODUCER owns or controls full and complete title to the production;
 - b. that the PRODUCER has the full right, power and authority to enter into and perform this AGREEMENT;
 - c. that the PRODUCER has obtained all necessary clearances, licenses, permissions or other authorizations for all elements of picture and sound in the production;
 - d. that the production does not defame any person or persons;
 - e. that the PRODUCER 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 PRODUCER 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.

3. The PRODUCER agrees to supply the DISTRIBUTOR with exhibition, preview and promotional materials as listed in SCHEDULE "A" under DELIVERABLES.
When the production is on videotape, the PRODUCER agrees to supply the DISTRIBUTOR with a high-quality digital file master suitable for exhibition and duplication. Digital masters supplied by the PRODUCER remain the sole property of the PRODUCER.
4. The PRODUCER shall pay to the DISTRIBUTOR a \$75 membership fee upon joining, and an administration fee for each deposit of work thereafter (\$50/1-2 titles, \$75/3 titles, \$100/4 titles). The PRODUCER shall keep the DISTRIBUTOR informed of their current mailing address, telephone number and email and payout details.
5. The DISTRIBUTOR shall pay to the PRODUCER 70% of the total gross income from rental payments, broadcast licenses and sales, less any applicable charges for the purchase or production of sale prints (including reels and cans) and sale DVDs, as outlined in paragraph

3 of this AGREEMENT. The payments to the PRODUCER shall only be made when payment is received from the rental or sale. The payments to the PRODUCER shall be in Canadian Dollars. The DISTRIBUTOR shall retain the remaining 30% of the total gross income.

6. The DISTRIBUTOR shall be wholly responsible for the allocation of the following costs and expenses of the DISTRIBUTOR, which shall not be deducted from the PRODUCER's royalty payments:
 - a. Shipping (shipping costs for previews, rentals and sales are the responsibility of the client) and insurance (CFMDC will insure the film/video while in transit only to and from CFMDC offices to exhibition, rental and preview clients; insurance while the film is at the offices of CFMDC and in transit to and from the PRODUCER will be the responsibility of the PRODUCER);
 - b. Promotional material initiated by the DISTRIBUTOR;
 - c. Catalogue listing;
 - d. Accounting and invoicing;
 - e. Promotional sales trips initiated solely by the DISTRIBUTOR or its designated representative.
7. The DISTRIBUTOR agrees to use its reasonable efforts to distribute and promote the production relative to the distribution plan in place.
8. The PRODUCER, subject to the DISTRIBUTOR's consent, may establish minimum price guidelines or specific requirements for licensing arrangements, which shall be set forth on SCHEDULE "A". Otherwise, the DISTRIBUTOR may enter into any licensing arrangements that are reasonable and consistent with prevailing market conditions.
9. The DISTRIBUTOR shall not cause or knowingly permit the production to be re-edited, recast, transformed or adapted in any manner, except with the written consent of the PRODUCER. The DISTRIBUTOR shall not be held responsible to the PRODUCER for any inadvertent act, as listed in the foregoing, for reasons beyond the DISTRIBUTOR's control.

Notwithstanding the above, the DISTRIBUTOR shall have the right to add a Distribution credit or logotype at the head or tail of any file(s), print(s), video(s) or DVD(s). Preview materials may also have a Distributor watermark in order to protect against unauthorized screenings.
10. The PRODUCER authorizes the DISTRIBUTOR to use publicity materials (including stills, press kits, posters, etc.) from the PRODUCTION for promotional purposes, and to supply such images to clients as required. The PRODUCER also authorizes the DISTRIBUTOR to provide password-protected access to full-length online previews of the title.
11. The DISTRIBUTOR shall send itemized statements to the PRODUCER. The statement shall indicate net income for each transaction, name of client, and verification for any deductions. Payment will be made in Canadian dollars regardless of the foreign currency used in the transaction. The DISTRIBUTOR agrees to keep records for all transactions regarding the film

/ video for a period of two (2) years from current date and these records shall be available to the PRODUCER on request. If the PRODUCER fails to keep the DISTRIBUTOR informed of their contact and payout information, and the DISTRIBUTOR, after making reasonable efforts to contact the PRODUCER has failed for a period of two years, all royalties will revert back to the DISTRIBUTOR.

I. For PRODUCERS Receiving Canadian Cheques: The DISTRIBUTOR shall send itemized statements to the PRODUCER not more than ninety (90) days after the end of the first and third quarters; that is, twice a year in December and June.

II. For PRODUCERS Receiving International Transfer: The DISTRIBUTOR shall send itemized statements to the PRODUCER not more than ninety (90) days after the end of the third quarter; that is, once a year in August.

12. If the DISTRIBUTOR fails to provide the PRODUCER with truthful and itemized statements, or fails to remit to the PRODUCER any payments as required, and should any such default continue for a period of thirty (30) days after registered mailing of the PRODUCER'S written notice demanding such performance of the DISTRIBUTOR, or if the DISTRIBUTOR is adjudged bankrupt or insolvent or makes assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, then any of the rights of the DISTRIBUTOR set forth in this AGREEMENT shall terminate and cease, but nothing stated in the foregoing shall cancel any agreement for the sale, rental or licensing of the production entered into by the DISTRIBUTOR prior to such termination.
13. If this AGREEMENT should terminate for any reason, the following materials shall be returned to the PRODUCER, at the PRODUCER'S expense:
 - a. All printing elements and video masters, as referred to in paragraph 3 of this AGREEMENT and
 - b. All film prints
14. The term of this AGREEMENT is for a period of years as specified in SCHEDULE "A" and this AGREEMENT shall be automatically renewed for an additional period of equal length unless either party shall notify the other in writing at least thirty (30) days prior to termination of each period.

Either party may terminate this AGREEMENT provided notification is given in writing at least thirty (30) days prior to the desired termination date.

15. All rights that are not expressly granted to the DISTRIBUTOR under this AGREEMENT are retained by the PRODUCER.
16. This AGREEMENT shall represent the entire agreement and understanding of the parties with respect to the production which is the subject matter of the within AGREEMENT. No other representations, covenants or conditions have been entered into.

No modification or amendment to the within AGREEMENT shall be effective unless entered

into in writing and executed by both parties of their duly authorized representatives.

17. The DISTRIBUTOR's fiscal year shall commence on April 1.

18. This AGREEMENT shall be interpreted according to the laws of the Province of Ontario.

AGREED TO AND ACCEPTED:

For the PRODUCER:

Signature

Name (print)

Witnessed by:

Signature

Name (print)

Date

For the DISTRIBUTOR:

Signature

Name (print)

SCHEDULE "A"

...attached to and forming part of the DISTRIBUTION AGREEMENT between CANADIAN FILMMAKERS DISTRIBUTION CENTRE and the PRODUCER originally dated the _____ day of _____ 2023.

PRODUCER INFORMATION:

Name

Email

Address		Apt./Suite No.	
City	Province/State	Country	Postal Code/ZIP
Phone 1		Phone 2	

Royalty payments should be addressed to:

Producer Name Company Name Other: _____

Royalty payments made through PayPal should be addressed to:

Same email as above Other: _____

DISTRIBUTION DETAILS

It is understood by both parties to this agreement that the producer gives non-exclusive rights to the distributor to distribute the above title in all markets (non-theatrical including festivals and educational and television & internet broadcast) worldwide, unless otherwise noted below under restrictions.

Do you own the rights to all elements of the work for broadcast (music, images, sound)?:

Yes No

If no, please provide details in "Restrictions" below.

RESTRICTIONS:

LIST OTHER DISTRIBUTION, BROADCAST AND ONLINE STREAMING PLATFORM AGREEMENTS:

1.

Company	Exclusive or Non-exclusive
Markets & Territories	Term expiry

2.

Company	Exclusive or Non-exclusive
Markets & Territories	Term expiry

Permission for CFMDC to negotiate lower rates, as it deems necessary & reasonable:

- Yes No

DELIVERABLES CHECKLIST

The PRODUCER will provide the DISTRIBUTOR with

ALL PRODUCTIONS:

- 1 Apple ProRes Quicktime file
- Short clip for public promotion purposes on CFMDC website
- \$75 New Membership Fee (includes first title) or \$50 New Work Deposit Fee (existing members)
- Signed agreement
- 1-3 promotional stills
- Filmmaker headshot
- Subtitle file or transcript of dialogue (if applicable)

For broadcast sales, if applicable:

- 1 broadcast copy
- Music cue sheet(s)
- CRTC Number (only for Canadian productions over 5 min.)
- Complete records of all television submissions and licensing arrangements of the production(s)

THE TERM OF THIS AGREEMENT: Five (5) years, from 2023 to 2028

DISTRIBUTOR (signature)

PRODUCER (signature)