

Distribution Agreement

Canadian Filmmakers Distribution Centre
401 Richmond Street West, Studio 209, M5V 3A8
416-588-0725 | membership@cfmdc.org

Film Title: _____

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

Distribution Rights

- The ARTIST/PRODUCER grants to the DISTRIBUTOR and its agents the non-exclusive rights to sell, rent, lease, license for sales, rentals, leases, exhibitions, licensing, broadcast, streaming, and other forms of distribution in all formats, territories and markets (non-theatrical including festivals and educational and television & internet broadcast) worldwide, unless otherwise noted on page 3 under "restrictions."
- 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 ARTIST/PRODUCER. The DISTRIBUTOR shall not be held responsible to the ARTIST/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.

Distribution Specifications

- The ARTIST/PRODUCER agrees to provide the DISTRIBUTOR with the deliverables listed on page 3..
- The ARTIST/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 ARTIST/PRODUCER also authorizes the DISTRIBUTOR to provide password-protected access to full-length online previews of the title.

Distribution Rates

- The DISTRIBUTOR sets its distribution rates for screenings, exhibitions, acquisitions, educational licenses, broadcasts, online presentations, and other distribution transactions with reference to fee schedules published by Canadian artist-run organizations such as Canadian Artists Representation / Le Front des Artistes Canadiens and the Independent Media Arts Alliance / L'Alliance des arts médiatiques indépendents. These rates may be changed by the DISTRIBUTOR without notice.
- The ARTIST/PRODUCER, subject to the DISTRIBUTOR's consent, may establish minimum price guidelines or specific requirements for licensing arrangements. Otherwise, the DISTRIBUTOR may enter into any licensing arrangements that are reasonable and consistent with prevailing market conditions.

Payment Terms

- The DISTRIBUTOR shall pay to the ARTIST/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. The payments to the ARTIST/PRODUCER shall only be made when payment is received from the rental or sale. The payments to the ARTIST/PRODUCER shall be in Canadian Dollars. The DISTRIBUTOR shall retain the remaining 30% of the total gross income for administration and operations. Royalties to ARTISTS/PRODUCERS based in Canada will be paid twice a year in the Winter and Summer. Royalties to ARTISTS/PRODUCERS based outside of Canada will be paid once a year in the Summer.
- 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 ARTIST/PRODUCER on request. If the ARTIST/PRODUCER fails to keep the DISTRIBUTOR informed of their contact and payout information, and the DISTRIBUTOR, after making reasonable efforts to contact the ARTIST/PRODUCER has failed for a period of two years, all royalties will revert back to the DISTRIBUTOR. Unclaimed funds will not be held in trust.

Term & Termination

- If this AGREEMENT should terminate for any reason, all film materials and prints shall be returned to the ARTIST/PRODUCER, at the ARTIST/PRODUCER'S expense.
- The term of this Agreement is for a period of two (2) years from the date of signing, following which this Agreement shall be automatically renewed for an indefinite period. Following any such automatic renewal, either party may terminate this Agreement by providing thirty (30) days prior written notice. Notwithstanding the foregoing, the DISTRIBUTOR shall be permitted to conclude any business that is already underway at the time that notice of termination is received.

Representation & Warranties

The ARTIST/PRODUCER represents and warrants as follows:

- the ARTIST/PRODUCER owns or controls full and complete title to the production;
- the ARTIST/PRODUCER has the full right, power and authority to enter into and perform this AGREEMENT;
- the ARTIST/PRODUCER has obtained all necessary clearances, licenses, permissions or other authorizations for all elements of picture and sound in the production;
- the production does not defame any person or persons;
- the ARTIST/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.

The ARTIST/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.

Territory & Solidarity

CFMDC holds its daily operations in Tkaronto (Toronto), which is covered by Treaty 13 signed with the Mississaugas of the Credit, and the Williams Treaty signed with multiple Mississaugas and Chippewa bands. CFMDC recognizes the [UN Declaration on the Rights of Indigenous Peoples](#) and the four [First Nations Principles of OCAP®](#). As part of anti-colonial solidarity, CFMDC board and staff proudly commits to the [Palestinian Campaign for the Academic and Cultural Boycott of Israel](#) (PACBI). Calls to support PACBI and the wider Boycott, Divestment and Sanctions (BDS) come from Palestinian civil society and are grassroots strategies opposing the colonization of Palestine by directly targeting complicity. We also make clear that while we hope an artist will share our commitment to justice for Palestine, it's not necessary that the artist endorse BDS per se, only that they respect our red lines.

General Provisions

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. 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. Neither party may assign or otherwise transfer this Agreement without the written consent of the other party. This AGREEMENT shall be interpreted according to the laws of the Province of Ontario.

Agreed to and Accepted

ARTIST/PRODUCER:

DISTRIBUTOR:

ARTIST/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: _____

Permission for CFMDC to negotiate lower rates, as it deems necessary & reasonable: Yes No

Do you own the rights to all elements of the work for broadcast (music, images, sound)?: Yes No

List any restrictions to distribution:

List other Distribution, Broadcast, and Online Streaming Platform Agreements.

Company, exclusive or non-exclusive, markets & territories, term expiry:

The ARTIST/PRODUCER will provide the DISTRIBUTOR with the required materials for distribution:

- Direct Deposit Form:** For filmmakers with a Canadian bank, [this form](#) needs to be submitted to receive your royalties. For filmmakers residing outside of Canada, we process royalties annually via PayPal.
- \$85 membership fee upon joining, and an administration fee for each deposit of work thereafter (\$50/1-2 titles, \$75/3 titles, \$100/4 titles).

Deliverables Checklist

- 1 Apple ProRes Quicktime file
- Short clip for public promotion purposes on CFMDC website
- Signed agreement
- 1-3 promotional stills
- Filmmaker headshot
- Subtitle file or transcript of dialogue (if applicable)

 DISTRIBUTOR (signature)

 ARTIST/PRODUCER (signature)