

V tape

Distribution Agreement

This distribution agreement (the Agreement) is entered into between _____
(Artist/Producer), and Canadian Cultural Workers Network Ltd., operating under the trade name VTAPE (VTAPE). For good and valuable consideration, the parties hereto agree as follows:

1. Distribution Rights.

On behalf of the Artist/Producer, VTAPE will, on a non-exclusive basis, have the worldwide right to distribute for sales, rentals, leases, exhibitions, licensing, broadcast, streaming, and other forms of distribution, the audio-video/moving image Work(s) entitled: _____

(Work[s]) in all formats, territories and markets, except as otherwise specified below, under Distribution Specifications. Except as otherwise provided herein, the Artist/Producer reserves and retains all worldwide right, title and interest in and to all intellectual property rights in the Work(s). All rights not expressly granted to VTAPE under this Agreement are reserved by the Artist/Producer. *Note: for multiple works, please list all titles covered by this contract on Schedule A, page 4.*

2. Distribution Specifications.

Payment shall be made to this individual or company/organization: _____

Applicable restrictions on distribution are as follows: _____

VTAPE is hereby authorized and shall, on behalf of the Artist/Producer, with regard to the Work(s):

- negotiate licensing and broadcast fees;
- assume the responsibility for billing and collection of such licensing and broadcast fees;
- submit an itemized accounting of all licensing and broadcast fees received (if any);
- remit to the Artist/Producer 70% of all distribution revenues collected related to the Work(s).

Two distribution reports per year will be issued for a Canadian Artist/Producer and one report per year will be issued for an international Artist/Producer. VTAPE reports only on paid distribution activity; no report will be issued if there is no paid distribution activity.

3. Payment Terms.

Fees resulting from distribution of the Work(s) are paid to Canadian Artists/Producers twice annually, in February and August. Fees are paid once annually to non-Canadian Artists/Producers, after July 31. Payments to non-Canadian residents will be made, in the currency specified by the Artist/Producer, by a method to be agreed upon by the Artist/Producer and VTAPE. Bank charges or equivalent fees incurred by VTAPE will be deducted from distribution fees payable to the Artist/Producer.

Payment will be made to ONLY one individual or company/organization per Work. If fees are to be divided among multiple rights-holders, then disbursement of fees is the sole responsibility of the Artist/Producer.

The Artist/Producer must notify VTape of any change of address or other contact information and secure a forwarding notice through the post office. If the Artist/Producer fails to do so, and if reasonable efforts to contact the Artist/Producer through known channels (e.g., mail, email, telephone, artist's website) have failed for a period of one year, any accumulated distribution fees will revert to VTape. Any subsequent distribution fees for the Work(s) will be retained by VTape to maintain its distribution catalogue and services. Unclaimed funds will not be held in trust.

4. Distribution Rates.

VTape 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 indépendants. These rates may be changed by VTape from time to time without notice.

Subject to VTape's prior written consent, the Artist/Producer may establish minimum price guidelines or specific requirements for licensing arrangements, which shall be outlined below in SPECIFICATIONS & RESTRICTIONS. Otherwise, VTape may enter any licensing arrangement that is reasonable and consistent with prevailing market conditions.

VTape is occasionally approached by clients about possible discounts. If the Artist/Producer agrees to allow VTape to negotiate discounts, where a discount is judged to be warranted, please initial here: _____

DISTRIBUTION RATE SPECIFICATIONS & RESTRICTIONS: _____

5. Promotional Materials.

The Artist/Producer agrees to supply VTape with exhibition and promotional materials as listed in SCHEDULE A: DELIVERABLES attached hereto.

6. Representations and Warranties.

The Artist/Producer represents and warrants as follows:

- the Artist/Producer has the full right, power and authority to enter into this Agreement;
- the Artist/Producer owns or controls full and complete title to the Work(s);
- the Artist/Producer has obtained the necessary legal clearances, licenses, permissions or other authorizations for all visual and audio elements in the Work(s);
- the Work(s) do not defame any person and do not infringe the intellectual property or personality rights of any third party;
- the Artist/Producer has not granted any rights to a third party that conflict with the rights granted to VTape herein including, without limitation, any prior conflicting distribution rights.

The Artist/Producer agrees to indemnify and hold VTape, its officers, directors, and agents, together with all licensees hereunder, harmless from all claims for damages, liabilities and expenses arising out of any exhibition, license, broadcast, or other form of distribution and exploitation of the Work(s) under this Agreement.

7. Media.

In the case of any Work(s) produced using any antiquated format (e.g., 1/2-inch videotape, 8mm video, or Digital Betacam), the Artist/Producer shall supply VTape with a high-quality digital file master suitable for exhibition and duplication. Digital masters and other media supplied by the Artist/Producer remain the sole property of the Artist/Producer.

8. Unauthorized Use.

VTape shall not cause or knowingly permit the Work(s) to be re-edited, excerpted, recast, transformed, or adapted in any manner, except with the prior written consent of the Artist/Producer. VTape shall not be held responsible for any such act that takes place without VTape's prior knowledge and consent, or under circumstances beyond its control.

9. Credit & Publicity.

Notwithstanding section 8 above, VTape shall have the right to add a VTape distribution credit or logotype to any file or exhibition copy for identification. Preview materials may also feature a VTape distribution credit or logotype, to identify VTape and to protect against unauthorized screenings, exhibitions, or other unauthorized uses of the Work(s).

The Artist/Producer authorizes VTape to use publicity materials related to the Work(s) (including stills, video clips/excerpts, press kits, posters, etc.) for promotional purposes, and to supply such materials to clients as required. The Artist/Producer further authorizes VTape to provide password-protected access to online previews of the Work(s).

10. Term & Termination.

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, VTape shall be permitted to conclude any business that is already underway at the time that notice of termination is received.

11. General Provisions.

This Distribution Agreement shall represent the entire agreement and understanding of the parties concerning the Work(s). No modification or amendment to this Agreement shall be effective unless entered into in writing and duly executed by both parties. Neither party may assign or otherwise transfer this Agreement without the written consent of the other party. This Agreement may be executed in counterparts. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada.

The parties hereto have signed this Agreement effective this _____ day of _____, _____.

Artist/Producer

Name (please print): _____

Signed: _____

Dated: _____

Canadian Cultural Workers Network Ltd.

Name, Title (please print): _____

Signed: _____

Dated: _____

