

# Short Film Distribution Agreement

This Short Film Distribution Agreement (the “Agreement”) is entered into as of DATE (the “Effective Date”) between Cine Circle (the “Distributor”) and the undersigned filmmaker (the “Filmmaker”).

## 1. Film Submission and Selection

- **Film Ownership:** The Filmmaker retains full ownership and intellectual property rights to the submitted film, including all rights to the script, music, and any other elements of the Film.
- **Submission Process:** The Filmmaker has submitted the Film for inclusion in the Anthology, and the Film has been selected by the Distributor. By signing this Agreement, the Filmmaker acknowledges their Film’s acceptance for inclusion in the Anthology and agrees to the terms herein.

## 2. Licensing Terms

- **Licensing Period:** The Filmmaker grants the Distributor a non-exclusive license to include the Film in a curated anthology for a period of five (5) years from the date of inclusion. Upon expiry of this period, the Filmmaker may request removal of the Film from the Anthology.
- **Retention of Rights:** The Filmmaker retains all distribution rights outside of this Agreement and may independently license and distribute their Film during the Term.
- **Exclusivity:** There are no exclusivity restrictions.
- **Termination:** Either party may terminate for material breach not cured within thirty (30) days of written notice. Immediate termination is permitted for fraud, willful misconduct, or legal prohibition.

## 3. Revenue and Payment

- **Revenue Generation:** Revenue will be generated by the Distributor through the Anthology as a whole, and the Filmmaker shall receive a share of the total revenue based on the full feature’s earnings.
- **Revenue Split:** The Distributor will retain twenty percent (20%) of Anthology revenue. The remaining eighty percent (80%) will be equally divided among all films in the Anthology.
- **Payment Schedule:** The Distributor will provide quarterly payments to the Filmmaker based on revenue generated. Payments will be made each quarter regardless of amount, with no minimum payout threshold.
- **Revenue Deductions:** Before revenue is split, any applicable platform or aggregator fees will be deducted.
- **Marketing Costs:** Marketing costs, capped at a total of USD \$1,000 for the Anthology, will be deducted before revenue is split.

## 4. Rights and Obligations

- **Marketing Materials:** The Filmmaker may be required to provide promotional materials.
- **Film Titles:** The Distributor will assign a single title to the Anthology. Individual short film titles may not be featured in all marketing.
- **Approval of Marketing Materials:** The Filmmaker will not have approval rights over marketing materials or how the Film is presented in the Anthology.

- Credits: The Filmmaker's credits (including director, cast, and production credits) will appear at the end of the Anthology in a consolidated block of credits.
- Territorial Restrictions: No territorial restrictions apply.
- Sublicensing: The Distributor may sublicense the Anthology to third-party platforms. Individual short films will never be distributed separately from the Anthology.

## 5. Intellectual Property and Copyright

- Copyright Confirmation: The Filmmaker confirms that they hold all necessary intellectual property rights to the Film, including music, scripts, images, and other elements.
- Clearance Documents: The Filmmaker agrees to provide all required clearance documents, including music cue sheets, image clearances, and cast agreements.

## 6. Exclusivity and Termination

- No Early Removal: The Filmmaker may not withdraw their Film from the Anthology during the five-year licensing term, unless a material breach occurs as set out in Section 2.
- Previous Agreements: The Filmmaker agrees to disclose any prior exclusivity agreements that might prevent distribution of the Film.

## 7. Approval of Anthology Content

- Approval of Other Films: The Distributor will provide information about other films included in the Anthology via email for the Filmmaker's review and approval. By signing this Agreement, the Filmmaker confirms they have received this information and approve inclusion of their Film alongside the other films.

## 8. Indemnification and Liability

- Indemnity: Each party agrees to indemnify and hold harmless the other from any legal claims, damages, or liabilities arising from a breach of this Agreement or from intellectual property violations related to the Film.

## 9. Limits of Liability

- Cap on Liability: Each party's total liability under this Agreement, including indemnity obligations, shall be capped at the total amounts paid or payable to the Filmmaker under this Agreement.
- Exclusion of Damages: Neither party will be liable for indirect, incidental, consequential, special, punitive, or exemplary damages (including lost profits or data).

## 10. Assignment

- No Assignment: Neither party may assign, transfer, or otherwise dispose of this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.

## 11. Miscellaneous

- Confidentiality: There is no confidentiality requirement for the purposes of this Agreement.

- Removal of Film: If the Film is removed from distribution due to a violation of these terms or for offensive material, the Distributor will make reasonable efforts to distribute the Film on other platforms. No further revenue will be generated from the Film under this Agreement until such distribution occurs.
- Governing Law: This Agreement shall be governed by the laws of England and Wales.