



THE OTHER CINEMA LTD.

Registered Office:
79 WARDOUR STREET,
LONDON W1V 3TH

Telephone:
01-734 8508/9

Registration No:
702 320 London

Overseas Telegrams:
Others London W1

INDEPENDENT VIDEO CONTRACT - DRAFT

An Agreement is made thisday of.....19.....
between the producer or their agent hereinafter known as the licensor and
.....hereinafter known as the licensee, whereby it
is agreed that

The Licensor grants the following rights to the licensee for the film/tape
.....hereinafter known as the copy:

The sole and exclusive/non-exclusive rights

- 1 a) To exhibit the copy before a fee-paying audience on licensee's premises only;
- b) To exhibit the copy before a non fee-paying audience on licensee's premises only;

PUBLIC
EXHIBITION

- 2a) To rent, let on hire, lease the copy to members of the public for private use in their private homes only
- b) To allow members of the public to undertake subsequent exhibition to a fee paying/non fee paying audience subject to the following conditions
.....

RENTAL

- 3a) To allow members of the public individually or in groups not exceeding..... persons, the free access to view the copy on or off the licensee's premises with or without payment of fee

LIBRARY

- 4) During the term of this contract the licensee will have access to the copy (copies) and master material(s) under the following conditions:
 - a) The licensee shall be allowed to possess.....copies during term of cont
 - b) The licensee shall have unlimited access to the master materials for the sole purpose of producing copies;
 - c) The licensee/licensor will be responsible for the costs of master origination and copies as made;
 - d) The master materials made under this contract will remain the property of
.....

COPY
AVAILABILITY

- 5a) The licensor will have reasonable access to the copy from time to time for the purposes of assessing the quality;
- b) The licensee/licensor or the licensee and the licensor will be arbiters as to the condition of the copy and may withdraw it from circulation if it is deemed unacceptable

QUALITY OF
COPY



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6) The period for which the licensor grants these rights isyears from
or life of the copy, whichever is the sooner.

7) For the granting of these rights, the licensee agrees to pay the licensor the sum of.....
as an advance against the following receipts/ as final payment

- a) The licensee shall pay the licensor a percentage of gross box office receipts in accordance with their standard terms of trade.....or a fixed fee for every showing of.....
- b) the licensee withh pay the licensor a fixed fee of.....for every showing to the public on the licensee's premises.
- c) From rental receipts, the licensee will pay the licensor a percentage.....or a fixed sum of.....per rental.
- d) From library receipts, the licensee will pay the licensor a percentage.....or a fixed sum of.....per viewing.
- e) From these sums, the licensee will be entitled to recover the following costs before making payment to the licensor.....

COPYRIGHT

The licensor warrants the licensee that they are the owner of the copyright and other rights in the copy and that the licensor will indemnify the licensee against any liability for any claims (or any sums paid in settlement of such claims) arising from disputes regarding copyright or other rights on the copy

9) Throughout the term of this contract, the licensee shall send to the licensor six-monthly accounts of monies due to the licensor and with each such account will pay the amount due.

GOVERNING LAW

10) This agreement shall be construed under and governed by the laws of England and the courts of England shall be the Courts of Jurisdiction

DISPUTES

11) Any disputes of the terms of this contract will be referred to an independent panel as follows.....

12) TERMINATION

At the termination of this agreement the licensee shall return to the licensor all the copies in the licensee's possession.



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Appendix

The following points have to be defined and covered

1. What is the nature of the copy: tape /tape of film/
2. What are the master materials and what are they made from. Where are they located etc.
3. The location of the licensee.
4. Assignment
5. Bankruptcy
6. etc. Use by experienced personnel