



CANYON CINEMA

145 NINTH STREET, SUITE 260
SAN FRANCISCO, CA 94103
415-626-2255

Membership Request and Agreement

Please print out this form, complete, sign and return to Canyon Cinema.

1. Canyon Cinema distributes Regular 8, Super 8mm and 16mm films. The films submitted must be prints free of splices. Filmmakers must provide a suitable reel, can, and a shipping case for their film when depositing a print for distribution. To aid in the projectionist in focusing, please equip your print with SMPTE or other focusing leader.

2. Prints on deposit at Canyon Cinema remain the property of the filmmaker. Canyon Cinema has the option of distributing prints for a minimum period of three years. Canyon Cinema does not assume any financial responsibility for damage that may occur beyond its control.

3. Rentals paid to Canyon Cinema are credited to the filmmaker's account. The percentage is currently split 50%* to the filmmaker, 50%* to Canyon. Canyon Cinema will contact the filmmaker in case of special rental requests or purchase inquiries.

Filmmakers have the option of leasing for the life of the print any film listed in the catalog. Canyon requires that a new (never projected) film be deposited for lease purposes only. Prints deposited remain the sole property of the filmmaker until leased. 80%* of the lease price is paid to the filmmakers and 20%* to Canyon Cinema. Rental and lease rates are set by the filmmaker.

Canyon Cinema recommends rental rate of at least \$4* per minute. Filmmakers receive financial accounting for all rentals, leases upon request.

DVDs are accepted for lease purposes only to shareholders of Canyon Cinema. DVDs must be of lease quality, unused, fully labeled with title, credits, etc. The label must not be made of a sticker or paper. It must be directly printed or legibly written on the surface of the DVD. They must be ready for shipment to the purchaser. The acceptable format for digital material is a Region Free (Region "0") DVD. A lease price for the DVD must also be indicated, one for individuals, and one for Institutions. Lease price for DVDs is determined by the filmmakers with 50%* of this price being returned to the maker and 50%* retained by Canyon Cinema.

4. In order to list a film in the online catalog, filmmakers must supply an electronic description of the film which may include credits, synopsis, and selected reviews. The filmmaker must also provide a biography statement and film still images in black and white or color, in JPG file format, at least 300 dpi (dots per inch), preferably on a CD-R disc, or via email. It is optional to provide a headshot of the filmmaker.

5. Distribution Fees are \$100* per year payable on March 1st. Members who are delinquent in paying fees forfeit voting rights, and after a 30 days written notice will have their work returned to them C.O.D. Canyon Cinema is not responsible for any work of members who cannot be contacted.

Members living outside the United States are encouraged to designate a proxy in the United States to represent them and receive correspondences.

6. A service charge for handling in the amount of \$6* per reel plus postage will be charged for all prints borrowed by filmmakers or returned for delinquency of fees.



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- 7.** Canyon Cinema reserves the right to edit filmmaker's descriptions of films and DVDs for electronic and print publications.
- 8.** Canyon Cinema reserves the right to screen all materials submitted for distribution for in-house previews.
- 9.** Filmmaker's Representations and Warranties Filmmaker represents and warrants that the Producer has full authority to grant the rights granted to Canyon Cinema herein; that these rights are free and clear of any liens, encumbrances, restrictions, claims of rights inconsistent with or which could adversely affect any of the rights granted herein to Canyon Cinema, and the film as delivered will be free from any outstanding payables of any kind; the grant of rights to Canyon Cinema does not interfere with or infringes on the rights of any third party; all rights to music, story, name, likeness picture, character, dialogue, voice-overs, and literary materials upon which the film is based, and any other materials of any nature whatsoever appearing, used or recorded in the film have been obtained in proper form for the free and unrestricted use and exploitation of the film; that Filmmaker has all the rights necessary to grant the rights to Canyon Cinema here-in; that all rights, releases, clearances and/or licenses with respect to all materials and elements in, and all persons participating in or performing services on the Film have been secured by Filmmaker for duplications and distribution hereunder; that the films duplicated and distributed hereunder will not be infringed upon by any person, firm or corporation and not contain any illegal material; that distribution hereunder will not violate any copy-right, trademark, literary, artistic, musical or other rights of any person, firm or corporation, and will not require a payment by Canyon Cinema to any party whatsoever.**

Filmmaker has the right to issue and authorize publicity regarding persons appearing in the paid advertising of billings, has a right to use, reproduce, transmit, broadcast, exploit, publicize and exhibit their names, photographs, likenesses, voices, and other sound effects, as well as recordings, transcriptions, films and other reproduction thereof in connection with the rights granted herein to Canyon Cinema.

There are or will be no restrictions from filmmaker or third parties which could or will prevent, limit or impair Canyon Cinema's rights herein.

**Obscene matter that is generally considered illegal in the United States is child pornography, bestiality, excretory functions, and violence in conjunction with sexual acts.

10. Indemnification Within the limits of applicable state law, Filmmaker hereby indemnifies and holds Canyon Cinema, its directors, officers, agents, employees, and assigns, harmless from and against any and all claims, damages, costs, liabilities and expenses (including, without limitation, costs, and reasonable attorneys' fees) resulting or arising from or incurred in connection with any breach by Filmmaker of any representation or warranty contained in this Agreement, providing that Canyon Cinema gives Filmmaker prompt notice of any claim or litigation to which indemnification applies and the opportunity to participate in the disposition (by compromise, settlement or other resolution by excluding any omission or wrongdoing by Filmmaker) of such claim or litigation.

11. Governing Law This agreement shall be governed according to the laws of the State of California as if executed and performed in the State of California.



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12. Notices All legal notices, demands, waivers, consents, and requests which may be given by either party to the other under the terms of this Agreement shall be in writing and shall be sent by United States mail, registered or certified, postage prepaid, return receipt requested, addressed as follows or to such addresses as shall be furnished by either party to the other:

Filmmaker Name:
Address:
Telephone:

Send to: Canyon Cinema, 145 Ninth Street Suite 260, San Francisco, CA 94103

Notices and requests shall be deemed delivered or given when received by the party to whom they are addressed.

13. Arbitration Any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this Agreement shall be submitted to binding arbitration in San Francisco, California, at the request of either party, and the arbitration shall comply with and be governed by the provisions of the commercial arbitration rules of the American Arbitration Association.

14. Attorneys' Fees In any dispute between the parties, whether or not resulting in litigation, the party substantially prevailing shall be entitled to recover from the other party all reasonable costs, including, without limitation, reasonable attorneys' fees.

15. Entire Agreement This Agreement represents the entire agreement between the parties, superseding or replacing all prior oral or written understandings or representations with respect to the subject matter hereof. No provision of this Agreement may be waived or amended, except by a written instrument executed by the party to be changed.

16. Construction This Agreement has been negotiated and approved by the parties hereto and, notwithstanding any rule or maxim of construction to the contrary, and ambiguity or uncertainty in this Agreement shall not be construed against either party based upon authorship of any of the provisions hereof.

17. Accounting will be made in the name of one individual specifically designated by the filmmaker, who is:

Print Name:
Signature: _____ Date: _____
Permanent Address:
Telephone:
Social Security Number:

*Please note: these rates are subject to change as determined by the Board of Directors.



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Filmmaker's Information Sheet

Please return this form with your signed Filmmakers Agreement

Legal name for Canyon Cinema's permanent records:

Name as you wish it to be listed in the Catalog:
Permanent mailing address:
Home Phone Number:
Mobile Phone Number:
Work Phone Number:
Fax Number:
Email address:
Website:
Social security number:
Alternative address/emergency contact:
Alternative/Emergency phone/fax number:
Alternative/Emergency E-mail address:

For Foreign Shareholders only:

Agent in United States authorized to conduct business:
Address/Telephone/Email:

Complete the following questions: (circle one)

Are films available to Canyon Cinema for benefit purposes?

Yes No

Are you willing to have the staff negotiate fair and reasonable rental fees for theatrical or multiple screenings?

Yes No

Shall Canyon Cinema provide non-shareholders with your e-mail address?

Yes No

Shall Canyon Cinema provide non-shareholders with your phone number?

Yes No

For Grant writing purposes:
(optional)

1. Please provide your sex (circle one)

Female Male

2. What is your ethnic identity?



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Agreement must be signed and dated to be valid:

Name:
Signature:
Date: