***This is not a legal document.*** *The official version of this agreement is drawn up in French. The following is a courtesy translation provided for informational purposes only. In the event of incompatibility between the French version and its English translation, the French version shall prevail. The original French version of this document can be accessed here:* [*https://www.cqam.org/wp-content/uploads/2019/02/contrat-type-projection-diffusion.pdf*](https://www.cqam.org/wp-content/uploads/2019/02/contrat-type-projection-diffusion.pdf)

**SCREENING/DISTRIBUTION CONTRACT**

**Names of the Parties**

Name

Address

Address (cont’d.)

Telephone

E-mail

SIN
GST no.

PST no.

**Hereinafter referred to as the “Artist”**

Name

Address

Address (cont’d.)

Telephone

Duly represented by

E-mail

**Hereinafter referred to as the “Distributor”**

**The Artist and Distributor are hereinafter referred to collectively as the “Parties.”**

**1 Purpose of the Contract**

The Artist and Distributor agree on the terms in the present agreement (hereinafter referred to as the “Contract”) regarding the distribution of the Artist’s video (hereinafter referred to as the “Video”).

**2 Video**

**2.1** Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duration: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Year: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2.2** The Artist guarantees that they are the creator of and hold all copyright in the Video.

**3 Copyright
3.1** Licence to use Video:

(\_\_) All rights reserved
(\_\_) Creative Commons By-SA-ND 3.0 Canada

(\_\_) Creative Commons By-SA 3.0 Canada

(\_\_) Creative Commons By 3.0 Canada
(\_\_) Public domain

**3.2** The Artist grants the Distributor non-exclusive non-transferable distribution rights to screen the Video at the following location(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
Date(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**3.3** The Artist grants the Presenter non-exclusive non-transferable reproduction rights to reproduce photographs of the Video in the media selected below for the purposes of promoting the screening(s).

(\_\_) Magazine (\_\_\_\_\_\_ copies)
(\_\_) Newspaper (\_\_\_\_\_\_ copies)
(\_\_) Invitation (\_\_\_\_\_\_ copies)
(\_\_) Poster/notice (\_\_\_\_\_\_ copies)
(\_\_) Other media: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_ copies)

**3.4** The Artist grants the Distributor non-exclusive non-transferable reproduction rights to publish a clip from the Video (duration: \_\_\_\_\_\_\_\_\_\_\_) on its website for the purposes of promoting the screening(s), for the following period:

(\_\_) Until the end of the distribution period referred to in this section.
(\_\_) Until the following date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(\_\_) For a period of one year, automatically renewable on a yearly basis thereafter, until the Artist provides the Distributor with a written notice to the effect that they will withdraw their permission at the end of the current calendar year.

**3.5** The Distributor may not make any copies of the Video for any other purpose without receiving prior written authorization from the Artist.

**4 Moral rights: Artist’s name**

Where appropriate, the Distributor shall include the Artist’s name (preceded by the copyright symbol ©) as well as the title of the Video:

* in association with each reproduction authorized to be used for promotional purposes
* on the website pages authorized to be used for promotional purposes

**5. Moral rights: integrity of the work**

**5.1** The Distributor shall present the Video in its entirety, without making any modifications to it.

**5.2** The Artist shall approve:

(\_\_) The graphic mock-ups of promotional materials prior to Video screenings

(\_\_) Texts about the Video

The Artist shall provide their approval promptly and may only withhold their approval if they have substantial grounds to do so.

**6 Delivery of the Video**

One copy of the Video in the following format \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be delivered to the Distributor on (date) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The Distributor shall return said copy to the Artist by (date) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**7 Promotion**

The Distributor agrees to promote the screening(s) and the Artist agrees to cooperate with all promotional efforts.

**8 Compensation**

The Distributor agrees to pay the Artist the following amounts:

(\_\_) Distribution rights: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(\_\_) Reproduction rights for promotional purposes: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(\_\_) Online publication rights: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(\_\_) Other honoraria (specify \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Payment schedule: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Interest will be charged at a monthly rate of \_\_\_\_\_\_\_\_\_% for any non-payment.

**9 Conflict resolution**

**9.1** The Parties shall attempt, in good faith and using reasonable efforts, to amicably resolve all disputes arising from or in relation to the Contract.

**9.2** If the Parties are unable to resolve the dispute amicably, the matter shall be settled by arbitration, conducted by a single arbitrator, under the rules provided in the *Québec Code of Civil Procedure*.

**9.3** The Parties do not have to resort to arbitration to file a motion for an injunction, for proceedings that may be brought before the Small Claims Division or to terminate the Contract.

**10 Contract termination**

**10.1** Should one of the Parties fail to comply with any one of the conditions set out in the Contract, the other Party may terminate the Contract on those grounds alone.

**10.2** The Party who wishes to terminate the Contract must first send the other Party written notice requiring the breach of Contract be remedied within a reasonable period of time.

**10.3** If the breach is not remedied by the end of said period, the Party who sent the first notice must send a second written notice stating that the Contract is terminated.

**10.4** The Contract will be terminated in the event of force majeure beyond the control of the Parties.

**10.5** Cancellation of the commission by either Party entitles the Artist to compensation corresponding to the work done by the Artist.

**11 Applicable law and judicial district**

This contract shall be governed by the laws in force in Québec. In the event of a dispute, the Parties agree to elect domicile in the judicial district of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Signed in two copies in** (city) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **on** (date)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

[signature] **Producer** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[signature] **Artist** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Parties agree that the present agreement shall be drafted in English. Les parties aux présentes conviennent que l'entente sera rédigé en anglais.