

Inferno Film Productions Sales Representation Contract

I. Representation: Inferno Film Productions, LLC, (hereinafter “Inferno”) hereby agrees to represent _____ [enter name of Owner of The Motion Picture] (hereinafter “Producer”) as a sales agent for the purpose of marketing and licensing distribution rights to the motion picture(s): _____ [enter name of The Motion Picture(s)] (hereinafter “The Motion Picture”).

II. Exclusivity: Producer grants Inferno exclusive rights to market The Motion Picture during the term of this contract.

III. Minimum Representation Fee: The parties agree that there will be no minimum representation fee.

IV. Commissions: Producer agrees to pay Inferno **20%** of the gross income paid to, or due to, Producer from any license, acquisition, sales agreement or other contract for The Motion Picture signed by Inferno on behalf of Producer during the term of this contract or within one year with any company or agent to whom Inferno presented The Motion Picture. If such license, acquisition, sales agreement or contract provides for the payment of the income to Inferno as Agent for the Producer, then Inferno agrees to distribute to Producer, after deduction of Inferno's commission, the balance of the income within 30 days of receipt. If such income is paid directly to Producer, Producer agrees to pay Inferno's commission within 30 days of receipt. Inferno and/or Producer agree to provide annual accountings of all income received and disbursements made to the other. Either party may request a review of the other's books once a year to verify accountings.

V. Expenses: Inferno agrees not to charge Producer any per-market representation fee, or deduct any of Inferno’s overhead costs from income due to Producer. If Inferno arranges for the duplication of sell sheets or other materials, rather than the Producer providing such materials to Inferno, or if Inferno arranges for subtitling, closed captioning or other expenses required by a Distributor or Aggregator for distribution of The Motion Picture, or if Producer requests that Inferno arrange for screenings or additional advertising solely for The Motion Picture, then Inferno shall pass on such costs to Producer either by deducting such costs from income due to Producer or otherwise as agreed between the parties. Inferno shall not incur such expenses without the prior agreement of Producer.

VI. Term: The term of this contract is 1 year from the date of execution of this contract by both parties or the date of receipt of all materials listed in Section VII whichever comes later. Such term shall be extended for additional one year periods unless either party provides the other with written notice of termination 30 days before the end of the current term.

VII. Materials:

A. Producer agrees to provide Inferno with the following materials within 30 days after signing this contract:

1. The Motion Picture (in 16x9 aspect ratio – not pillared or letterboxed)

in digital form on hard drive, including composite soundtrack, plus the music and effects (M&E) soundtrack and the separate Dialog, Music, and Effects stems. Producer agrees to provide a 5.1 Surround mix if it is available, with the understanding that this will increase the distribution opportunities for the movie;

2. Acceptable 1-1.5 minute Trailer for The Motion Picture in digital form including separated composite soundtrack, music and effects (M&E) soundtrack and the Dialog stem on Data DVD or hard drive;

3. 100 Color Sell Sheets printed on 8 1/2 x 11 inch 80+ lb glossy stock with full bleed (no white edges) on front and back (Subject to Inferno's approval);

4. Layered digital versions of all promotional materials (sell sheets, posters, covers, ads) in Photoshop format (PSD). (Text must be in separate layers than graphics.) PC versions of all fonts used must be included;

5. Dialogue script, aka Dialogue List, for The Motion Picture and the Trailer consisting of the actual dialogue in the final edited version of The Motion Picture and the trailer with the character designations and at least one time code per page. (Camera directions and stage directions must be removed);

6. Digital (PSD, TIF or high quality JPG) copies of at least 30 high quality stills no smaller than 1500 pixels wide by 900 pixels tall (larger is preferable), including at least 10 production stills, consisting of images of scenes from The Motion Picture and at least 10 promotional stills, consisting of posed images of the principal actors in The Motion Picture;

7. Music Cue Sheets for The Motion Picture and the trailer;

8. Copy of Copyright Certificates (Motion Picture & Screenplay);

9. Copies of Music Releases for all music used in The Motion Picture and the trailer;

10. Copies of Name and Likeness Releases from all actors and crew members who may be listed in the credits or shown in any footage of The Motion Picture or behind-the-scenes footage or still images used for promotion of The Motion Picture;

11. Complete cast and crew list;

12. List of any contractual credit obligations;

13. Copies of any existing distribution agreements;

14. Copies of any reviews or press coverage;

B. The Parties agree that Inferno will add The Motion Picture to Inferno's catalog and begin marketing and selling distribution rights to The Motion Picture only **after** all the above materials are received. Inferno reserves the right to terminate this contract if Producer does not provide all of the materials within 30 days of the execution of this contract. In such case, Inferno's only obligation will be to return the materials received.

IX. Credits: Inferno agrees to properly display Producer's name and copyright notice in conjunction with all offerings and presentations of The Motion Picture.

X. Agency: Producer agrees that Inferno may sign license, acquisition, or sales agreements for The Motion Picture as agent for Producer. Such agreements will bind Producer as if Producer had signed the agreements. Producer agrees not to negotiate or sign any licenses or sales agreements with any other sales agent or distributor during the term of this Contract without prior consultation with Inferno.

XI. Promotional License: Producer grants to Inferno the non-exclusive right to display, exhibit and distribute copies of the trailer and other promotional materials based on The Motion Picture on the Internet and otherwise during the term of this Contract.

XII. Warranties:

A. Producer warrants that it has the power to license rights related to the distribution, exhibition and exploitation of the Motion Picture and that the distribution, exhibition and exploitation of the Motion Picture will not violate any copyrights, trademarks or other rights of third parties.

B. Producer acknowledges that Inferno will be relying on the information provided in Appendix A regarding the Motion Picture in negotiations with third parties. Producer warrants that it is accurate to the best of his/her knowledge and agrees to notify Inferno of any necessary changes and corrections promptly.

C. Producer warrants that Producer has obtain proper releases and clearances for all music, trademarks, and copyrighted material included in the Motion Picture. Producer acknowledges that the failure to secure proper releases and clearances may prevent Inferno from selling rights to the Motion Picture.

D. Producer warrants that it has the authority to receive any and all payments made by Inferno under this agreement. Producer acknowledges that it is responsible for any taxes, duties, royalties, residuals, guild fees, or other obligations due to third parties as a result of such payments.

E. Inferno reserves the right to terminate this contract at any time if Producer breaches the above warranties.

XIII. Indemnification: Producer agrees to indemnify and hold Inferno harmless against any claims or suits resulting from any breach by Producer of this contract or any other, or any

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violation of copyrights, trademarks and rights to privacy or publicity belonging to any third parties.

XIX. Governing Law: This contract is governed by the laws of the State of Colorado, USA.

Darlene A. Cypser, President
Inferno Film Productions, LLC
P.O. Box 696, Littleton, CO 80160

Producer
Print Name: _____
Address: _____

303-587-9792
EIN: 84-1494779

Phone: _____
Tax ID (EIN or SSN): _____

Date: _____

Date: _____

Appendix: Information Sheet

Motion Picture Title: _____

Owner: _____

Is the owner an individual or a production company? _____

Is the production company properly registered with the appropriate state or local government?
 YES NO

Is the production company a DBA/Tradenname/Fictitious Name, Corporation,
 Partnership, Limited Liability Company, or Other?

In what in what state (or country, if other than the USA) is the company registered?

Is the name of any production company(ies) listed in the credits? YES NO

If so, list that name if different from the owner: _____

Does Owner have full worldwide rights to use all music and images (including video and trademarks) that appear in this movie? YES NO

Year(s) of Production: _____ Year of Completion: _____

Year of Motion Picture Copyright: _____ Running Time: _____

Genre: _____ MPAA rating (if available): _____

Principal Cast: _____

Director: _____

Screenplay by: _____

Composer(s): _____

Language(s): _____

Locations shot at: _____

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Theatrically screened in U.S.? When and where?

Has movie had video/DVD distribution in U.S.? _____

Has producer been self-distributing the movie? _____

Has movie had television or cable distribution in U.S.? _____

Has movie had television or cable distribution in U.S.? _____

Has the movie been distributed on the Internet? _____

Have rights to any territories been sold? _____

Does Owner have "errors and omissions" insurance? Yes No

Non-English Language Tracks Available Yes If yes, in what form? No

DVD Extras: _____

Technical Specifications:

Original Video Format: _____

Original Film Format: 16mm 35mm Not Applicable

Formats Masters Available in: _____

Original Aspect Ratio: _____ Resolution: _____ Frame Rate: _____

Camera(s): _____