

# Inferno Film Productions, LLC

## Distribution Agreement

**I. License to Distribute:** \_\_\_\_\_ (hereinafter, “Producer”) hereby grants to Inferno Film Productions, LLC, aka Inferno Motion Pictures (hereinafter, “Inferno”) the exclusive right to distribute the Movie(s) listed in Appendix A in the Territory and Media for listed below:

**II. Territory:** The parties agree that this exclusive license is worldwide, with the following exceptions: \_\_\_\_\_.

**III. Media:** This license covers all forms of distribution whether physical, or electronic, digital or analog, including but not limited to DVD, Blu-ray, other physical formats, Internet and Television Pay Per View and Video On Demand, and subscription services that pay by minutes watched. This license permits Inferno to sublicense the Movie(s) to foreign or domestic distributors. The following media are excluded from this agreement: \_\_\_\_\_.

**IV. Term:** The term of this license is TWO YEARS from the date of the signing of this contract. The license will automatically renew unless one of the parties gives the other at least 30 days’ notice of the desire to terminate this agreement.

**V. Commissions:** The parties agree that Inferno shall receive a 25% commission from all income from the sale or license of Producer’s Movie(s). Inferno will deduct the commission from the receipts before they are distributed to the Producer as described in Section VII.

**VI. Expenses:** If Producer fails to supply all the elements listed in Appendix B required to market and distribute the Movie(s), then a) if the total cost is under \$500.00, Inferno may, at its option, arrange to have those elements created and recoup the actual costs of doing so from income received as described in Section VII, b) Inferno and Producer will come to some agreement for the production of those elements, or c) if neither a) or b) apply, Inferno may choose to terminate this agreement after giving the Producer 30 days to provide the elements.

**VII. Payment:** Within 30 days after the end of each calendar quarter Inferno will calculate the net income due the Producer by adding up the receipts from Producer's Movie(s) and deducting Inferno’s commissions, then deducting any expenses attributable to the Movie(s). If the amount due to the Producer is greater than \$30.00, Inferno will create a statement

reflecting the calculations and send it along with a check to Producer within 30 days after the end of the quarter. (If the Producer is domiciled outside the United States, then the preferred method of payment will be via Paypal rather than check for the purpose of easy currency conversion.) If the amount is under \$30, it will be rolled over to the next quarter until the total exceeds \$30.00.

**VIII. Prices:** Inferno reserves the right to set retail prices and offer special sales and discounts.

**IX. Marketing and Promotions:** The license to distribution shall include the right to use photographs, graphics, logos, trademarks, video and audio clips, and artwork of the movie(s) and from the movie(s), and any other photographs, graphics, video and audio clips, and artwork provided by the Producer for the promotion of the Movie(s), and the right to use the name and likeness and logos and trademarks of persons or companies who participated in the production of the Movie(s).

**X. Cast and Crew DVDs or Other Physical Media:** If Inferno releases the Movie(s) on DVD, or any other physical media. Inferno will provide the Producer with the opportunity to order up to 100 copies for Producer to distribute to cast, crew and other supporters at the cost to Inferno, including shipping and handling, to be paid by Producer at the time of ordering. If the Producer orders more than 100 copies Inferno will provide them to Producer at 30% off the retail price for all copies in excess of 100. Funds transferred between Inferno and Producer under this section will not be considered “receipts” under section VII.

**XI. Distribution Channels:** Inferno cannot guarantee that the Movie(s) will be released in any particular distribution channel or in any territory. Inferno has existing partner agreements with Amazon Digital Video, Createspace, and Youtube and will be working on establishing partnerships with Google Play, Apple, Sony Playstation, Hulu, Netflix, and other distribution channels. Each territory, channel, and sub-distributor has its own standards of quality, content, resolution, and marketability that may cause them to reject a movie. Such standards are beyond Inferno’s control.

**XII. Warranty and Indemnification:** Producer warrants to Inferno that it has full rights to sell and/or distribute the Movie(s) listed in Appendix A and right to use the names, likenesses, photographs, graphics and artwork associated. Producer warrants that this Agreement will not infringe on any other contracts Producer has participated in or is aware of. Producer agrees to indemnify, defend, and hold Inferno harmless against any legal actions or threats of legal actions claiming that distribution of the Movies in Appendix A or any other action under this Agreement or any term of this Agreement infringes any copyrights, trademarks, privacy rights, publicity

rights, contract rights or other rights, and to pay any costs incurred by Inferno in defending or prosecuting any action or dispute involving this contract, including court costs, legal fees and collection costs.

**XIII. Authority:** If Producer is a corporation, partnership, or limited liability company, the individual signing on behalf of Producer represents that he/she has the authority to sign on behalf of Producer and accept payments on behalf of Producer. If the individual lacks authority to sign on behalf of Producer, then the individual signing becomes personally liable for all terms of this contract. In no case will Inferno be liable to Producer for any payments made to the person on behalf of Producer unless Inferno has received prior written notice that that person is no longer authorized to accept payments. If a dispute should arise as to who is authorized to accept payments on behalf of Producer, Inferno may withhold all payments to Producer until the dispute is settled.

**XIV. Whole Agreement:** This agreement is the whole agreement of the parties and supersedes any prior oral or written discussions or agreements on this subject between the parties.

**XV. Modification:** This Agreement may only be modified by a written document signed by both parties.

**XVI. Severability:** If any of the provisions of this Agreement are found to be void or illegal, those provisions shall be severed from the Agreement and the remaining provisions will remain in force as if those provisions had not existed.

**XVII. Construction:** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, United States of America. The Parties agree to submit to the jurisdiction of the courts of the State of Colorado (and/or the U. S. federal courts within the State of Colorado). The Parties further agree that service of process may be effected by mail (certified or registered mail, with return receipt requested) to, or by personal service upon, such party (or any officer of a corporate party) at such party's address as set forth in this Agreement or such other address which either party may specify in writing.

**XVIII. Currency:** Inferno does all business in U.S. Dollars and all amounts mentioned in this contract are in U. S. Dollars. If Producer is domiciled in another country, the conversion rate will be determined at the time any funds are transferred.

\_\_\_\_\_  
Darlene Cypser, President  
Inferno Film Productions, LLC  
P. O. Box 151048  
Lakewood, CO 80215  
303-587-9792

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Tax ID Number (EIN or SSN) (required for payment)

**Appendix A – Movie(s) Covered under this Agreement**  
(Complete one sheet for each movie)

Movie: \_\_\_\_\_

Producer: \_\_\_\_\_

Director: \_\_\_\_\_

Screenplay by: \_\_\_\_\_

Composer(s): \_\_\_\_\_

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? \_\_\_\_\_

Closed Caption File Available? [ ] Yes [ ] No

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

MPAA rating (if available): \_\_\_\_\_

Technical Specifications:

Original Format: \_\_\_\_\_

Formats Masters Available in: \_\_\_\_\_

Original Aspect Ratio: \_\_\_\_\_ Resolution: \_\_\_\_\_

Frame Rate: \_\_\_\_\_ Codec: \_\_\_\_\_

Running Time: \_\_\_\_\_

## Appendix B

### Elements Inferno Requires for Distribution

#### I. Movie Master:

**A. General Specs:** Movie master files must not contain bars and tone, test patterns, production slates, textless material, or any other non-program content. They must be progressive scan type, not interlaced. If your file is anamorphic sources the encoded header must include accurate 4:3 or 16:9 display aspect ratio flags.

#### B. Resolution:

1. Common resolutions HD video
  - 1280x720 (16:9 aspect ratio)
  - 1920x1080 (16:9 aspect ratio)
2. Minimum resolutions for SD video
  - 640x360 (16:9 aspect ratio)
  - 640x480 (4:3 aspect ratio)

#### C. Acceptable Codecs and file formats:

1. AVC/H.264
  - Supported Containers: .mp4, .m2t, .ts
  - Note H.264 video in .mov wrappers aren't supported.
  - Profile: High
  - Recommended Bitrate for HD Resolution: 30 Mbps
  - Recommended Bitrate for SD Resolution: 15 Mbps
  - Key Frame Interval: 2 seconds (or less)
  - Audio Format: AC-3 or AAC
  - Recommended Bitrate for AC-3 Audio:
    - 5.1 – Bitrate: 448 Kbps, Sample Rate: 48 kHz
    - Stereo – Bitrate: 192 Kbps, Sample Rate: 48 kHz
  - Recommended Bitrate for AAC Audio:
    - 5.1 – Bitrate: 768 Kbps, Sample Rate: 48 kHz
    - Stereo – Bitrate: 320 Kbps, Sample Rate: 48 kHz

## 2. MPEG-2

Supported Containers: .mpg, .mpeg, .m2t, .m2ts, .ts

Profile: Main

Recommended Bitrate for HD Resolution: 80 Mbps

Recommended Bitrate for SD Resolution: 50 Mbps

Key Frame Interval: 1-second or less. I-Frame only preferred.

Audio Format: PCM or MPEG Layer II

Recommended Bitrate for PCM Audio:

5.1 – Lossless, Sample Rate: 48 kHz

Stereo - Lossless, Sample Rate: 48 kHz

Recommended Bitrate for MPEG Layer II Audio:

5.1 – Data Rate: 768 Kbps, Sample Rate: 48 kHz

Stereo – Bitrate: 384 Kbps, Sample Rate: 48 kHz

## 3. Pro-Res 422

Supported Containers: .mov

Profile: HQ

Recommended Bitrate for HD Resolution: 220 Mbps

Recommended Bitrate for SD Resolution: 110 Mbps

Key Frame Interval: Not applicable. Pro-Res files are I-Frame only.

Audio Format: PCM

Recommended Audio Bitrate: Lossless, Sample Rate: 48 kHz

**D. Audio:** All audio must be present in a single mixed audio track that is the same length of the video. All embedded audio must meet one of the following channel configurations:

1-Channel Mono

2-Channel Stereo: Left-Right

6-Channel 5.1 Surround Sound: Left-Right-Center-LFE-Left Surround-Right Surround

8-Channel 5.1 Surround Sound + Stereo: Left-Right-Center-LFE-Left Surround-Right Surround-Left Stereo Total-Right Stereo Total

**II. Trailer Master:** A master of a 1-3 minute trailer conforming to the technical specs listed above. Trailer should be of the same resolution and frame rate as the movie master. If your trailer does not conform to Amazon’s artwork content policy (see below), then you might want to make a second “G” rated trailer.

**III. Closed Caption File:** All streaming video now is required to have English Close Captions in the U.S. market. Amazon Video Direct accepts all of the following formats. Google Play only accepts SCC. I-Tunes only accepts iTT. If you do not yet have a closed caption file, Rev.com makes them at reasonable rates and will provide them in multiple formats at no additional cost. We can arrange this for you once we have your master.

SRT (SubRip text file format) with a .srt file extension  
SCC (Scenarist Closed Caption) with a .scc file extension  
iT (iTunes Timed Text) files with a .iT file extension  
SMPTE-TT (RP-2052) with an .xml file extension  
STL (EBU standard) with a .stl file extension (Spruce Subtitle file format which also has an .stl file extension not supported)  
DFXP Full/TTML (Timed Text Markup Language) with a .dfxp file extension

**IV. Artwork:** We need your key art in both 1200x1600 (3:4) and 1920 x 1080 (16:9). We need the artwork in a layered PSD (Photoshop) file so we can make adjustments to conform to specifications of additional channels.

Amazon Video Direct has the following content policy for key art. We do not know how strictly they are being enforced, but please keep them in mind when making your key art:

Weapons: We avoid using violence in Amazon promotions. The appearance of guns and other weapons isn't acceptable. If an alternate image isn't available, please use discretion. Additionally, avoid key art in which a weapon is pointing at the viewer or other figures within the image.

Violence: If availability of non-gruesome imagery is limited, please choose assets with as little gore as possible.

Sex & Drugs: Avoid images that depict drug usage, alcohol, nudity, or are sexually explicit.

**V. Promotional Materials:** Movie stills, Behind-the-Scenes Stills, Behind-the-Scenes video clips, Bloopers, Music videos, Biographies. The distribution channels may not use them but we will add them to our social media, website and/or Youtube channel to promote the movie.

**VI. Foreign Language Distribution Requirements (Optional):** Online distribution to non-English speaking countries requires Closed Caption files for that country. If a foreign distributor approaches us and wants to dub the movie instead they will also want a "Music and Effects" soundtrack. We are not requiring one at this time.