

DISTRIBUTION AGREEMENT

THIS AGREEMENT effective as of _____ day of _____, 20__.

BETWEEN:

BRILLESKATEBOARDING.COM (“Distributor”), THE FIRST PARTY,

- and -

_____. (**“Producer”**), THE SECOND PARTY,

WHEREAS Distributor is in the business of distributing television, film and new media properties throughout the world; and

WHEREAS Distributor has entered into an agreement to distribute the audio visual production entitled “ _____ ” (the “Program”); and

WHEREAS Producer is the producer of, and owns all right title and interest, including copyright, in and to, a audio/video property entitled “ _____ ” and

WHEREAS Producer wishes to retain the services of Distributor to distribute the Program;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, mutual covenants and agreements herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Distribution Rights

The Producer grants to the Distributor the exclusive right, license and privilege to distribute the Program in all languages and versions and digital formats in all media now known or in future devised, including all upgrades, enhancements, modifications and functional substitutions therefore, throughout the Territory for the applicable Term, as defined hereunder.

2. Term and Territory

(a) The Term of this Agreement shall be 10 years commencing on the execution of this Agreement unless sooner terminated in accordance with this Agreement and upon the expiry of the Term the contract shall automatically renew without further documentation or agreements being necessary for successive terms of the same duration, unless either party wishes to terminate upon written notice to the other to be given not less than ninety (90) days prior to the date of the expiration of the Term or any successive term. The Territory of this Agreement shall be the world.

3. Distribution

(a) The Distributor agrees to use commercially reasonable efforts consistent with industry standards to distribute the Program. The Producer grants Distribution the right to edit any part of the Program for use in promotional material and distribution and full use of any and all copy writes, graphics, and logos as applicable in order to properly advertise and distribute the Program.

(b) In the event that the Program requires versioning and localization to complete a sale, the Distributor agrees to use commercially reasonable efforts to procure from purchasers of the Program a first right of refusal to the Producer to provide such versioning and localization services for the Program.

4. Gross Receipts

“Gross Receipts” is defined as meaning all monies actually received by Distributor from the sale of the Program throughout the Territory during the Term and shall include all sub-agent, sub-distributor, or affiliate fees, any such sub-agent, sub-distributor, or affiliate fees to be paid out of the Distributor’s share of Gross Receipts.

5. Distribution Expenses

(a) “Distribution Expenses” is defined as meaning any and all bona fide out of pocket expenses and costs incurred by Distributor that are directly related to the promotion, marketing and distribution of the Program, including but not limited to publicity sheets, promotional brochures, festival entries, telephone and courier charges incurred specifically relating to the distribution of the Program as such costs are standard in the industry.

(b) All Distribution Expenses incurred by Distributor shall be reimbursed to the Distributor from Gross Receipts or Adjusted Receipts as applicable. Any and all monies made from advertisements on for or with the Program shall be granted to the distributor.

6. Distributor’s Commission

(a) Distributor shall be entitled to retain fifty percent (50%) of Gross Receipts or Adjusted Receipts, as applicable, as its distribution commission earned for the sale (“Commission”). For clarity, such Commission shall be inclusive of any sub-distribution, sub-agency, or affiliate fees.

7. Remittance of Net Receipts

(a) “Net Receipts” is defined as meaning all Gross Receipts or Adjusted Receipts, as applicable, less the Distributor’s Commission and after the deduction of Distribution Expenses and the recoupment of Distributor’s distribution advance, if any. The Distributor shall remit to the Producer on a quarterly basis within thirty (30) days from the end of each quarterly period, the Net Receipts earned on the distribution of the Web Project together with the Report for that period.

8. Reports

The Distributor shall provide the Producer on a quarterly basis setting out the amounts realized on the distribution of the Program including the name of the purchaser, the Gross Receipts, the Adjusted Receipts if applicable, the Commission, the Distribution Expenses and the Net Receipts.

9. Inspection of Books and Records

The Distributor shall maintain in the State of California proper books and records in relation to the matters set out in this Agreement. For the purposes of verifying the accuracy of the Reports and the remittance of Net Receipts, the Producer or its authorized agent shall be entitled, during normal business hours and upon 48 hours prior notice, to examine at its own expense such books and records, and may at any time and at its own expense require an audit of such books and records.

10. Producer’s Representations and Warranties

(a) The Producer represents and warrants to the Distributor:

(i) that it owns all right title and interest to any and all audio/visual material, or has acquired all the necessary licenses and grants of rights, including but not limited to copyright, in and to the Program and has the right to enter into this Agreement and to grant the Distributor the distribution rights herein granted;

(ii) that no part of the Program or the exercise by the Distributor of the rights herein granted will violate or infringe upon any rights of any third party, including but not limited to copyright, trademark rights, or any other proprietary right or interest of any kind; and that the Program does not contain any defamatory or illegal material or violate any law.

12. Indemnification

Producer shall indemnify and save harmless the Distributor, its assigns and licensees from and against any and all losses, damages, actions or causes of action, suits, claims, demands, penalties and interest arising in connection with or out of the Producer's breach of any representation and warranty.

13. Termination

(a) Pursuant to section 2(a), either party may terminate this Agreement upon written notice to the other to be given not less than ninety (90) days prior to the date of the expiration of the Term or any successive term. Bankruptcy or insolvency, the appointment of a private or court ordered receiver of Distributor or non-payment of Producer's share of Gross or Adjusted Receipts shall be deemed grounds for termination of this Agreement by Producer upon ten (10) days written notice.

14. Notice

(a) Any notice required or permitted to be given hereunder shall be in writing and shall be deemed given (i) when delivered personally to any officer of the party being notified; or (ii) on the third business day after being sent by registered or certified mail, postage prepaid, facsimile telecopier, addressed as follows:

To the Producer:

[Contact Name] PRODUCER/COMPANY NAME. [Address] [Phone & Fax Number]

To Distributor:

[Contact Name] BRAILLESKATEBOARDING.COM [Address] [Phone & Fax Number]

15. Force Majeure

Neither party hereto shall be responsible for any losses or damages to the other occasioned by delays in the performance or non-performance of any of said party's obligations when caused by Acts of God, strike, acts of war, inability of supplies or material or labor or any other cause beyond the reasonable control of the said party.

16. Sever-ability

In the event any portion of this Agreement is deemed to be invalid or unenforceable, such portion shall be deemed severed and the parties agree that the remaining portions of this Agreement shall remain in full force and effect.

17. Assignment

Neither party may assign or otherwise transfer this Agreement without the written consent of the other party. This Agreement shall endure to the benefit of and bind the parties hereto and their respective legal representatives, successors and assigns.

18. Governing Law (a) This Agreement shall be governed by and construed in accordance with the laws of the State of California in the country of the United States.

