



INTERNATIONAL TERMS & AGREEMENTS

Thank you for your order of films from New American Cinema Group Inc. / The Film-Makers' Cooperative (NACG). Please sign and return via email info@film-makerscoop.com (as JPG or PDF file) in order to ensure timely shipment of your films. Please review them carefully and have the appropriate person in your organization complete, sign and return to us for our records.

New American Cinema Group Inc. is able to provide you with the requested film(s) under the conditions noted in this agreement.

1. *Fees will be billed at 2 times the base screening fee for the showing of each film title.* Consult our office for multiple screening rates. NACG must be notified of additional screenings in advance.
2. Customers will arrange and pay for transit to and from New American Cinema Group Inc / The Film-Makers' Cooperative, New York. Films are to be shipped via commercial air freight couriers, providing the renter arrange prior to shipping all the procedures necessary for freight, including payment of taxes and duties.
3. By signing below, customer agrees that they will take sole responsibility for film prints while in your possession and during transport to and from the site of exhibition.
4. Transfer of prints for screenings provided by third parties is not permitted without prior permission from New American Cinema Group Inc.
5. By signing below, customer declares financial responsibility for all damage or loss of prints. This includes any loss, fees or damage due to customs problems.
6. Prints are to be returned in the same manner in which they were delivered - directly to the NACG/FMC office, heads out, neatly wound, taped and secure in cans and shipping container free of customs fees and any other duties.
7. Videotaping, photographing, optical printing, digital or videotape transfer or other forms of duplication of films is prohibited and protected under copyright laws.
8. **Invoices must be prepaid prior to the scheduled SHIPMENT of prints, ideally by credit card. There will be no exceptions.**

If payment by wire is the only option for your organization funds must be wired to the NACG. bank account prior to shipment and supporting documentation emailed to info@film-makerscoop.com. This information is available upon request.

Please note a \$50 Wire Transfer Fee will be added to your invoice, this fee is not intended to cover any costs your bank or an intermediary bank may charge you. As the sender of payment you are responsible for all fees mentioned above (your bank fees and intermediary bank fees). Any incorrect amount received by NACG will incur a \$50 rebill fee + another Wire Transfer Fee (if applicable).

GENERAL TERMS & AGREEMENTS

1. Any invoice is to be **prepaid** unless credit is arranged or an official purchase order is submitted to us.
2. Each booking is for the exhibitor's own use, film is not to be subleased to others without our express written authorization. Films are provided for **one** showing only unless otherwise arranged in advance. This transaction does not include TV, Broadcast, Duplication, Theatrical or Export Right.
3. **For each subsequent showing on the same day or following day, subject to agreement in advance, add 50% to the base rate. For audience sizes over 150 please consult our office.**
4. Films are shipped as indicated on your invoice. Your organization must provide a courier account for transit of films, if there is a problem with the account provided it is up to the renter to resolve their account so films can be shipped. NACG will not pay for reverse charges. Signature on this agreement confirms this understanding. Films must be returned to our office via Fed Ex, UPS or DHL insured for no less than \$150 per pound PREPAID. **Do not ship films in fiber filled envelopes or packed with styrofoam. Do not ship via USPS,** they do not deliver packages to our office, they are left at the mailbox in our building which is not secure.
5. Films must never be retained beyond the scheduled show date. They must be shipped back the next business day. **OVERTIME SURCHARGE WILL BE CHARGED AT THE RATE OF 50% BASE RATE PER DAY OVERDUE** plus any associated administrative fees for time spent recouping payment.
6. Films must be returned to NACG directly, unless otherwise specified in writing by a member of our staff.
7. Films must be returned heads out, in our cans, on reels supplied and in our shipping cases. Substitutions will be charged for replacement costs and associated administrative fees if applicable.
8. The renter agrees to assume all costs of collection of any unpaid invoice amount, including attorney fees.
9. Under no circumstances are refunds and/or cancellations possible with less than seven working days notice of the ship date noted on your invoice.
10. Exhibitors accept sole liability for print loss or damage and any legal expenses due to local censorship action. If a print cannot be replaced the filmmaker will be consulted regarding damage fees.
11. **THE EXHIBITOR ACCEPTS COMPLETE RESPONSIBILITY FOR ANY PRINT WHILE IN HER/HIS POSSESSION OR IN TRANSIT to and FROM YOUR ORGANIZATION.** Any difficulty in projection or damage must be reported to our office immediately in writing. Prints are

ATTENTION PROJECTIONISTS

New American Cinema Group, Inc. exercises the utmost possible care and attention in inspecting each and every print in its collection. These films are difficult or in some cases impossible to replace. They are the property of the filmmakers and we care for prints in their trust

A note about New American Cinema Group Inc.'s Inspection Methods:

For each print, NACG keeps a record of the overall condition, exact frame count as well as the number and location of every splice. Any unnecessary splice made within the print will be noted and considered damage and the renter will be charged at the rates listed below.

- **Any damage that occurs during projection MUST be reported to NACG.** Please alert us of the problem with a note in the film can and well by phone or email including a detailed account of what happened before and after the film was damaged. **Failure to report damage will result in a \$20.00 surcharge added to film damage charges.**

Damage Charges:

- Replacement of unacceptable splice placed by renter in the film - \$50.00 per cut
- Missing or damaged frames in film - \$50.00 per/frame (up to print value)
- Extensive perforation damage and scratches - \$20 per foot (up to print value)
- Splices made in leaders - \$10 per splice + \$1 for every missing frame
- Replacement of missing Head or Tail leader - \$5.00 each
- Film returned tails out - \$5.00
- Film returned on a bent reel - \$10.00
- Grease pencil marking/irremovable inks - \$5.00 /ft.

These charges will be strictly enforced.

NACG reserves the right to adjust damage/replacement fees to reflect the actual cost of care or replacement of a damaged print.

We ask that projectionists please treat the films with special care.

If you are building a show reel, do not remove any head or tail leaders. Splicing that is required to mount films together should be done at the ends of the colored head and tail leaders **ONLY**. **NACG films should NEVER be cut.**

For seamless projection, we recommend either closing the dower or turning off the lamp while the leaders are running through the gate. If neither are an option, place a card over the lens of the projector during the leader between films.

- **Please refrain from using any type of marking paint or grease pencil on the prints.**
- **If a film becomes damaged, use a temporary splice and do not remove any footage.**

- Rewind film onto original reel and securely tape the leader down so the print does not unravel during shipping.
- The wind must be smooth and even to minimize the risk of damage during shipping. No individual strands of film should protrude out from the pack.

Projectionist / Venue Information:

Projectionist Name:	
Projectionist contact information (e-mail or phone number):	
Venue/Theatre Name:	
Venue Address:	
Venue Contact name and information if different than renter.	