



**NEW AMERICAN CINEMA GROUP, INC
THE FILM-MAKERS' COOPERATIVE**

475 Park Ave South, 6th Floor
New York, NY 10016
filmmakerscoop@gmail.com
212-267-5665

Thank you for your order of films through New American Cinema Group, Inc / The Film-Makers' Cooperative (NACG). We require a completed and signed copy of this annual agreement be kept on file for all patrons of NACG. Submit completed PDF document via email to info@film-makerscoop.com. **We must receive this completed, signed document (pgs. 2 and 4), and payment of the full amount of an invoice issued by NACG, prior to release of prints.**

New American Cinema Group, Inc. is able to provide you with the requested film(s) under the conditions outlined in this agreement. Please review them carefully and have the appropriate person in your organization complete, sign and return to us for our records.

1. Any invoice issued by NACG is to be **prepaid** unless credit is arranged or an official purchase order is submitted to us (see also number 13, below).
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 of a film on the same day or following day, subject to agreement in advance, add 50% to the base rate. Fees for exhibition to audiences of more than 150 people must be determined in consultation with 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 exhibitor to resolve their account so films can be shipped in a timely fashion. NACG will not pay for reverse charges or cancel orders that miss shipment due to courier account delays. Signature on this agreement confirms this understanding. Films must be returned to our office via PREPAID Fed Ex, UPS or DHL shipment, insured for no less than \$150 per pound, with signature required for delivery. **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 be shipped back to NACG on the next business day after your screening date and must never be retained beyond this period. AN 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 business-days notice of the shipping 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 (for schedule of fees see page 3 below).
11. THE EXHIBITOR ACCEPTS COMPLETE RESPONSIBILITY FOR ANY PRINT WHILE IN HER/HIS POSSESSION OR IN TRANSIT FROM YOUR ORGANIZATION. Any difficulty in projection or damage must be reported to our office immediately in writing. Prints are carefully inspected prior and following every booking. Do not attempt to splice or repair damaged films. Return the film immediately to us. Charges will be assessed for repairs. YOU WILL BE BILLED FOR EXTENSIVE SPROCKET DAMAGE AND EXTENSIVE SCRATCHING CAUSED BY PROJECTORS WHICH HAVE BEEN THREADED IMPROPERLY OR THROUGH CARELESSNESS. The charge depends on the extent of the damage and is based upon the cost to the filmmaker for replacement. You are urged to carefully supervise projection.
12. Films are not to be projected or viewed on editing machines, flatbeds, or any viewing device other than a film projector.
13. All invoices are to be prepaid by check, issue of institutional purchase order or credit card. Orders will not ship until we have received payment, valid courier account details and shipping address, email and phone number. No exceptions will be made. If credit is arranged any late payments will accrue an interest charge of 1.5% the total due per month of the balance unpaid.
14. If any damage is assessed upon return of a print within 120 business days of the return of rentals you will be contacted directly. If damage occurs during projection please have a report written by your projectionist and forward it to our office ASAP.

I, _____

Print Name & Title	Signature	Date
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hereby agree to New American Cinema Group, Inc's Domestic terms and conditions as stated above.

Organization/Institution Name:
Address:
Telephone:
Email:

If you have any problems or questions regarding any aspect of these arrangements, please contact NACG immediately at +1 212-267-5665 or info@film-makerscoop.com

PLEASE FORWARD THE FOLLOWING PAGE TO YOUR PROJECTIONIST FOR REFERENCE. IF THEY HAVE ANY QUESTIONS PLEASE HAVE THEM CONTACT OUR OFFICE DIRECTLY.

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 dowser 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.	