



## FEATURE FILM RENTAL AGREEMENT

### BACKGROUND

This agreement aims to articulate the terms and conditions upon which RitualMTB Bike Film Tour (“RMT”) will rent Feature Film Assets. Partner desires to rent Feature Film Assets of the RMT-owned film for the sole and limited purpose of exhibiting and presenting the Film as described in Addendum A.

### TERMS OF AGREEMENT

1. **Statement of Agreement:** RMT rents to Partner, and Partner rents from RMT the Digital Files as detailed in Addendum A. If no date is listed on Addendum A, Partner agrees that this contract will expire on November 30<sup>th</sup>, 2024.
2. **Payment:** As agreed to at check out
3. **Notices/Addresses:** All notices provided for in this Agreement shall be given to **Chris Keig, 3393 Iris Ave, Suite 110, Boulder, CO 80301**. In addition, the addresses for the delivery of the promotional materials are listed in Addendum A if purchased.
4. **Ticket Sales:** The following procedures **MUST** be supplied for accounting for ticket sales to determine RFT fees set forth:
  - Schedule A: Box Office Report
  - Schedule B: Complimentary Tickets
  - A. **Ticket Sales:** Partner will furnish its own tickets, posters, and Flyers that can be purchased through ticketprinting.com or provided online at Eventgroove.
  - B. **Event Set up:** Partner will set up its own event on Event Groove. RMT does not take any responsibility for misinformation or miscommunication on the event setup. Event Groove will provide all assistance and customer support.
5. **Delivery of Digital Files:**
  - A. RMT shall have the Digital File delivered to the Partner's delivery address as listed in Addendum A and Partner agrees to examine the Files immediately upon delivery. Partner is deemed satisfied that the Files is in first class condition unless Partner notifies RMT to the contrary within twenty-four (24) hours of receipt of said files.
6. **Venue Selection and Marketing**
  - A. Partner agrees to select venues and sponsors that live up to a “PG” standard, that is, those that are appropriate for all ages. Said standard shall be determined by RMT in its sole discretion and it should be understood that RMT reserves all rights to review dates, times, venues and sponsors selected for exhibitions of the Film. RMT reserves the right to make decisions on



appropriateness and further revoke exhibition rights from an Partner if it is found that Partner is using venues or sponsors that are questionable in their appropriateness for all ages.

- B. Partner will name Ritual as an additional insured on the Partner's insurance policy for the event. Insurance policy must be in place prior to showing the film.

**7. Promotional Efforts:** The following guidelines must be applied to all promotional efforts:

- A. Partner agrees to furnish at its own expense, the venue, public address system, projector, projectionist, other necessary tech items (playback system, sound, etc.), additional staff and tickets, as well as all promotional expenses necessary for promoting the show and selling tickets.
  - (ii) RMT's printing partner, Ticket Printing/Event Groove, will ship all promotional materials to address listed in Addendum A. This will require Partner to order their own materials via the website provide by RMT. Partner will be able to customize their materials and schedule their own print/ship date. Link to printing will be supplied only after at least one half of the deposit has been received along with a signed contract. If insufficient lead-time is given to RMT to fulfill its shipping commitment via ground freight, Partner agrees to pay airfreight promotional shipping charges.
- C. RMT will post the dates, times, venue, and email address of the Partner on RMT's website. In addition, RMT can create a link on this post that will link directly to a website that the Partner has provided or the Partner's email address.

**8. Sponsorship Efforts:** The following guidelines must be applied to all sponsorship efforts:

- A. RMT reserves the right to change and/or add sponsors at any time and will communicate such changes to Partner. In certain instances, other sponsors may be disallowed if they conflict with other arrangements made by RMT. Partner must have RMT's approval for all local sponsorships/tie-ins.
- B. In venues where display space is available, Partner agrees to provide RMT or its assignees (at RMT's discretion) with space for promotional displays, provided that Partner is not required to provide table, chairs or other hardware.
- C. Partner agrees to show all promotional spots supplied by RMT prior to the start of each exhibition of the Film. These promotional spots will be built into the supplied by RMT
- D. RMT will enter into contractual agreements for national sponsorships (as listed above) and Partner agrees to use all promotional and advertising material as submitted by RMT to Partner in conjunction with advertisement, distribution and exhibition of Feature Film. Partner may use advertising, promotional, and press materials that are not of RMT's origin.



- E. RMT's national sponsorship agreements dictate that all print and electronic advertising and promotional materials must contain the name of the Film and the logos of all other national sponsors, whether produced by RMT or its Partner's. Therefore, all Partner's are required to include the logo identification of all national sponsors on all print materials and at least one reference to the name of the Film in any electronic media produced by Partner. No additional identification is required on materials provided by RMT (posters, flyers, radio spots, TV spots, newspaper ads, etc.) since those materials already contain all national sponsor logo identification. However, if a Partner chooses to produce their own materials (such as posters, flyers, radio spots, TV spots, newspaper ads, etc.), all materials must contain the exact title of the Film, and the logos of all other national sponsors must be included. If Partner fails to comply with this paragraph Partner will be liable to RMT for liquidated damages in the amount of twenty-five percent (25%) of the show's gross receipts for all exhibitions.
- F. If applicable, advertising in your market is restricted by the location and date constraints as listed in Addendum A. Any violation may result in cancellation of the show and forfeiture of any deposits received.

**9. Use Restrictions:** Partner will not show the Digital File or any part thereof at any place or time except, as set forth herein and there shall be NO TELEVISION BROADCASTS of any kind or nature. Partner will not allow the File to be in any way copied, videotaped or otherwise reproduced in any form. Should Partner fail to comply, RMT shall be entitled to liquidated damages of three hundred thousand dollars (\$300,000.00), plus any remedies available by law.

**10. Handling/Use of Film File:** Partner will use the file carefully and properly and will not make any alterations, modifications or additions. Further, Partner will not assign, transfer, pledge or hypothecate this Agreement, or any interest therein, or sublet or lend Digital File or any part thereof or permit the Digital File/ to be used by anyone other than Partner. The Digital File is and shall always be and remain, the sole and exclusive property of RMT. Partner shall have no right, title or interest herein or thereto except as expressly outlined in this Agreement.

**11. Re-Possession of DVD/BluRay:** In the event that Partner fails to abide by the provision of this Agreement, or RMT determines that the film is being used in any way or manner detrimental to the name of Ritual Film Tour or RMT, RMT may take possession of the File without demand or notice, wheresoever same may be located, without any court order or other process of Law and Partner hereby waives any and all damages occasioned by such repossession.

**12. Legal Actions:** Partner shall pay all costs and expenses, including reasonable attorney fees incurred by RMT, in exercising any of its rights or remedies herein or enforcing any of the terms, conditions or provisions hereof. All the terms, conditions and provisions of this Agreement shall be interpreted



in accordance with the laws of the State of Colorado and any dispute arising from the breach of any of the conditions shall be determined by those laws.

**13. Unforeseen Forces:** It is understood and agreed, that if by reason of fire, casualty, lockout, riot, strike, labor conditions, unavoidable accident, war, act of God, enactment of any municipal, state or federal ordinance of law or other causes of peculiar nature beyond RMT's control, File obligations may be postponed for the period of such delay.

**14. Assignment:** This agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns. RMT may assign it rights or obligations under this Agreement without the other party's consent.

**15. Entire Agreement:** This, along with Addendum A, Schedule A, Schedule B, and Schedule C, is the entire agreement between RMT and Partner. There are no other representations, agreements, or warranties, either expressed or implied, as to any matter whatsoever except as set forth herein and as listed in Addendum A.

By signing below, the Partner indicates that the above Agreement, has been read and agrees to this contract in its entirety.

**AGREED & ACCEPTED BY:**

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

Event Organization: \_\_\_\_\_

Title: \_\_\_\_\_

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

Chris Keig

RitualMTB LLC