



## FEATURE FILM RENTAL AGREEMENT

### BACKGROUND

This agreement aims to articulate the terms and conditions upon which RitualMTB, LLC who owns the Ritual Mountain 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.

### TERMS OF AGREEMENT

1. **Statement of Agreement:** RMT rents to Partner, and Partner rents from RMT the Digital Files described as 'a collection of Mountain Bike films aggregated for the sole purpose of live events'
2. **Payment:** As agreed to, the payment term is to be \$250 or 15% of total ticket sales revenue, whichever is greater. If the event is not charged, then the promoter will agree to a negotiated cost as determined by both parties based on the size and revenue of the event, not to exceed attendance x \$20 at 15%.
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:** Promoter agrees to disclose Box office reports or attendee lists 14 days after the event to determine the final fee if deemed necessary by RMT.
  - A. **Ticket Sales:** Partner will purchase its own custom tickets, posters, and flyers, which can be designed and ordered through eventgroove.com through your event log-in.
5. **Delivery of Digital Files:**
  - A. RMT shall have the Digital File delivered to the Partner's delivery address via electronic links. 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. **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.
  - B. 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.
7. **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.
- 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.

**8. 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.

**9. 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.

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

**11. Legal Actions:** The Partner shall cover all costs and expenses, including reasonable attorney fees incurred by RMT in exercising its rights or remedies herein or in enforcing any of the terms, conditions, or provisions of this Agreement. All 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 conditions shall be resolved according to those law

