

Form of Standard Film-hiring Contract approved by the Minister under the Cinematograph Films Amendment Act, 1934.

Wellington, 23rd October, 1940.

PURSUANT to the provisions of section 10 of the Cinematograph Films Amendment Act, 1934, I hereby approve of the terms and conditions of the standard form of film-hiring contract as set out hereunder. I also approve of the use in practice of a printed form in which Parts A, B, and C of the said standard form of contract are printed in full and the provisions of Part D are included by reference in Part C to the gazetted copy of the said standard form.

W. LEE MARTIN,
For the Minister of Internal Affairs.

STANDARD FILM-HIRING AGREEMENT.

AGREEMENT made this day of 19 , between a company duly incorporated in , and carrying on business in the Dominion of New Zealand (hereinafter called "the renter"), of the one part, and , of , an exhibitor operating the theatre at (hereinafter called "the exhibitor"), of the other part, whereby it is agreed between the parties hereto as follows:—

PART A.—EXHIBITION PERIOD.

The renter agrees to hire and the exhibitor to take on hire for the purposes of exhibition the films contracted for herein on the dates specified or otherwise provided for in the Schedule hereto and in accordance with the provisions hereof. The period for the supply and the exhibition of the whole of the films contracted for shall extend from the day of , 19 , until the day of 19 , but shall not in any event extend beyond the period or periods limited by section 37 of the Cinematograph Films Act, 1928, as modified by section 3 of the Cinematograph Films Amendment Act, 1929.

PART B.—SCHEDULE.

This agreement refers to films released during the 19 -19 film-renting season.

(NOTE.—These blanks must be filled in.)

Number of Film(s).	Particulars.	Number of Screening Days.	Screening Dates.	Rental per Film.

Rider.—The above films are feature films and sufficient short subjects shall be supplied with each feature film to be supplied hereunder to make up a programme of approximately 11,000 ft.

(NOTE.—This rider may be deleted or varied to suit the circumstances.)

PART C.—SPECIAL CONDITIONS.

This agreement is made subject to the provisions of Part D hereof and the following special provisions [Here insert special provisions, if any]:—

PART D.—PROVISIONS OF GENERAL APPLICATION.

(1) Supply and Classification of Films.

- (a) The films to be supplied are those designated either specifically or generally in the Schedule hereto.
- (b) In so far as such films are not specified by title or other particulars then (subject to the provisions of paragraphs (f) and (i) of this clause) the renter shall unless the parties by express stipulation otherwise agree, offer to the exhibitor for selection all the films which are required to be included in the statement required to be made by the renter pursuant to section 7 of the Cinematograph Films Amendment Act, 1934, with respect to the film-renting season in question.
- (c) (i) If no express provision be inserted either in the said Schedule or elsewhere in this agreement for the classification of the said films, the same may be classified by the renter.
(ii) Provided, however, that unless identical terms of hiring shall apply to all films the subject of this agreement any differentiation of such terms shall be deemed to be a classification within the meaning of this provision.
(iii) Provided also that the renter shall include in the notice of availability of every film offered to the exhibitor pursuant to this agreement an intimation of the classification of such film.

(iv) Any film recognized in trade practice as a reissue if supplied under this agreement shall be specified by title in the Schedule hereto.

(v) Provided further that, if the renter shall offer to the exhibitor a lesser number of films than are provided for by this agreement the numbers of films stated in respect of each class shall be adjusted *pro rata*. If such adjustment should vary the classification of any picture already screened, and the hire paid, or to be paid in respect thereof, the variation in the amount of such hire shall be adjusted retrospectively, the average rentals from the different classes being the basis of such adjustment, and the renter shall debit or credit to the exhibitor in account any deficiency or excess of hire ascertained upon such adjustment. In the event of any dispute the matter shall be determined by arbitration.

(d) If during the film-renting season the renter releases or offers for release more films than are included in the statement required to be made to the Minister pursuant to section 7 of the Cinematograph Films Amendment Act, 1934, and if this agreement provides for the supply wholly or in part of unnamed or undescribed films, the unnamed or undescribed films to be made available to the exhibitor shall be the films released or offered for release in New Zealand which were first generally released in the country of origin, and in the case of any dispute as to which of those unnamed or undescribed films are included in this agreement the matter shall be determined by arbitration.

(e) If the renter shall fail during the period of supply designated herein to offer to the exhibitor any named or specifically described film required to be so offered, which film is released in the country of origin in the film-renting season corresponding to that to which this agreement has reference, the renter agrees that if he releases such film during the next succeeding film-renting season, he will offer such film to the exhibitor, in the same relative priority in relation to other exhibitors in the city, town, or locality in which the exhibitor's theatre or theatres is or are situated, and upon the same terms, *mutatis mutandis*, as would have applied had the film been duly tendered during the period of supply under this agreement. Upon written notice of the availability of such film the exhibitor may within twenty-one days of such notice elect to take such film, and if he shall not within such period so elect he shall be deemed to have waived his rights under this subclause. In the event of any dispute as to the season in which any such film was released in the country of origin the matter shall be determined by arbitration.

(f) Nothing in this agreement shall prevent the parties (in the event of their so agreeing by express provision in the said Schedule or elsewhere in this agreement) from conferring on the renter a right to reserve or withhold from the films which would otherwise be offered to the exhibitor pursuant hereto such number of films as may be designated in that behalf: Provided, however, that if any of such films have been named or defined as in subclause (b) of this clause, then no reservation shall apply unless such film is adequately identified in the memorandum of reservation.

(g) Unless any of the said films is specifically contracted for first or second-run exhibition, the renter shall not be under any obligation to supply the same until it has had first and second-run exhibitions in the chief city or town of the provincial district in which the said theatre is situated.

(h) All films referred to in this agreement are to be of the standard size only (35 mm. width).

(i) Should the renter for any of the reasons hereinafter named be unable to deliver on the due date any of the films specified by title or other particulars herein or otherwise intended to be supplied hereunder, the renter shall, upon notifying the exhibitor, have the right either to select and supply some other film in lieu thereof or to reduce the number of films to be supplied to the extent that the renter is unable to deliver for any of the said reasons. In the event of the renter electing to supply a substitute film, it shall be optional on the part of the exhibitor whether he will accept the same by way of substitution, but he shall be deemed to have accepted if he fails within fourteen days after the receipt of notification to inform the renter of his rejection thereof; and in the event of his rejection the number of films to be supplied hereunder shall to that extent be reduced. The reasons for any of