

Projection of Films

(3) All screenings shall be projected by an appropriately trained projectionist and the renter shall not supply to the exhibitor, who is in breach of this term, any further films if he is so directed by the Film Trade Board.

Any complaint in respect of a breach of this clause is to be referred to the secretary of the Film Trade Board for a decision by the chairman or the deputy chairman in the name of the Film Trade Board.

An appropriately trained projectionist is a projectionist who for the time being is the holder of an appropriate projectionists certificate issued by the Film Trade Board or by the Trades Certification Board.

Payment Clause

(4) (a) Flat rentals—Subject in the case of percentage bookings to special provisions specified in paragraph (b) hereof (which shall be deemed to apply only to the percentage portion of the hire), the hire payable for each film together with all advertising, freight, and other charges, shall be paid to the renter not less than 3 days in advance of the date of despatch from the renter's premises or from the last previous exhibitor.

(b) Percentage Bookings—In any case where the hiring fee is to be computed entirely or in part upon the gross admission receipts of the said theatre, the exhibitor shall pay to the renter within 7 days of the last authorised exhibition date, or if the exhibition period exceeds one week, then within 7 days of the first authorised exhibition date in each respective week or part of a week, a sum equal to the proportion of the gross admission receipts aforesaid due to the renter, as well as all moneys which may be due and owing to the renter for freight, cartage, and other charges: Provided that, in any case where the hiring fee is to be so computed, the exhibitor shall, prior to the exhibition of the film, or at any time during such period, if so requested by the renter, deposit with the renter in cash or otherwise to the satisfaction of the renter a reasonable sum of money based upon the estimated hiring fee or balance thereof, as the case may be. All moneys so deposited by the exhibitor may, at the option of the renter, be applied by the renter in or towards satisfaction of the hiring fee and other moneys due and payable to the renter for the film, and any surplus remaining shall be refunded to the exhibitor without unreasonable delay. The exhibitor hereby undertakes to supply to the renter immediately after the authorised exhibition period and in a form satisfactory to the renter an itemised statement duly certified by the ticket seller or sellers and the theatre manager of the daily gross admission receipts for the exhibition date or dates of each film for which payment is so required to be made. An authorised representative of the renter is hereby given the right to verify the sale of all tickets of admission, which shall be in a form acceptable to the renter with the ticket printed at each end of the ticket, to the said theatre and receipts therefrom, and for such purpose shall have access to the theatre including the box-office and also access to and the right to examine at all reasonable times the exhibitor's books and records only insofar as they relate to gross receipts in respect of each film. If the exhibitor shall fail to supply the itemised statement within 7 days after the same should have been supplied (and without prejudice to the renter's rights of verification and examination) the renter may assess the gross receipts in respect of each film, taking into account such information as shall be available to it whether in respect of the exhibitor, other exhibitors, the film generally, or otherwise, and until and unless the exhibitor shall supply and verify a proper statement then the amount assessed by the renter shall be deemed the hiring fee payable by the exhibitor in terms of this subclause and shall not be called into question by the exhibitor or otherwise.

The renter agrees that any information obtained by it pursuant to the provisions of this clause will be treated as confidential except in any arbitration proceedings or litigation in respect of this agreement. The words "gross receipts" used in this or any other part of this agreement mean gross receipts however those receipts may be termed by the exhibitor or be intended to be apportioned by him.

(c) Nothing herein contained shall impose any obligation on the exhibitor to make payment for any film which is not delivered in reasonable physical condition for projection and exhibition, and which for that cause he does not screen.

Unplayed Dates: Flat Rentals

(5) If in the case of the said films in respect of which a flat hiring fee alone is payable the exhibitor fails to exhibit the same on the date or dates specified in the said Schedule and/or determined in accordance with the provisions

hereof for any reason other than specifically mentioned in clause (24) the exhibitor agrees to pay the renter the hire payable for such film, together with all advertising, freight, and other charges on the due date. On receipt of such payment the renter undertakes to grant the exhibitor a substitute exhibition date as shall be mutually agreed upon but the exhibitor shall not be entitled in the case of such film to any extension of priority of exhibition over other exhibitors. If the exhibitor or renter shall without reasonable cause defer or alter, or purport to defer or alter the booking of any or all of the said films within 14 days before the first date of an engagement then without prejudice to their respective rights under clause 25 (breach) hereof the exhibitor or the renter as the case may be shall pay forthwith to the other party a sum of \$20 as liquidated damages to cover costs.

Liquidated Damages: Percentage Hiring

(6) If this agreement calls for payment computed either in whole or in part upon a percentage or varying percentages of the exhibitor's gross admission receipts and if the exhibitor fails or refuses to exhibit such films as provided in this agreement the exhibitor shall pay to the renter as liquidated damages for each day that the exhibitor fails or refuses to exhibit such film (in addition to any fixed sums payable hereunder in respect thereof) a sum equal to such percentage or percentages of the average daily gross admission receipts of such theatre on the corresponding days of the 12 weeks prior to the date or dates when such film should have been so exhibited. An itemised statement of the said daily gross admission receipts certified in manner aforesaid shall be delivered by the exhibitor to the renter upon demand therefore and the renter shall have the same right of access and inspection as aforesaid: provided, however, that if the exhibitor is able to prove to the satisfaction of the renter that his failure to exhibit such film as provided in this agreement was for any cause beyond his control, the renter undertakes upon receipt of payment of the liquidated damages as aforesaid (in addition to any fixed sums payable hereunder in respect thereof) to grant the exhibitor a substitute exhibition date as shall be mutually agreed upon but the exhibitor shall not be entitled in the case of such film to any extension of priority over other exhibitors that may be conferred upon him by this agreement. In the event of any dispute under this clause the matter shall be determined by arbitration.

Child Defined

(7) Except where the age of 15 years has been traditionally observed by any exhibitor, for the purposes of this agreement a child shall be deemed to be a person under the age of 14 years.

Exhibition and Advertising

(8) (a) The exhibitor shall not use any advertisement or publicity of which the renter has notified his disapproval in writing and shall indemnify the renter against any loss or damage suffered by the renter by reason of any breach of this obligation.

(b) No lithographic posters, photographs, slides, lobby displays or other advertising material purchased, leased or otherwise acquired by the exhibitor from or through the renter in respect of the theatre or theatres named therein shall be sold, leased, lent, or given away by the exhibitor.

Upon the breach or attempted breach of this provision by the exhibitor the right to the immediate possession of such advertising matter shall revert to the renter which may take possession of the same wherever found; provided that repossession of such advertising matter shall be without prejudice to the exercise by the renter of any other remedy to which he may be entitled under these presents by reason of such breach or attempted breach. The exhibitor shall return to the renter within 14 days of the final screening of the film to which they apply, all lithographic posters, photographs, slides, lobby displays, or other advertising material leased or acquired from or through the renter otherwise than by purchase: and if the exhibitor shall not so return the same within the period mentioned, he shall forthwith pay to the renter the fair cost of replacing the same as assessed by the renter.

(c) The exhibitor agrees that not more than one feature-length film is to be presented at the same performance with any feature-length film supplied hereunder.

(d) Nothing in this agreement shall preclude any special written agreement relating to advertising or advertising material as described in clause 8 (b) above in any particular case.