

Broadcasting and Televising

(16) Except with the written consent of the renter the exhibitor will not reproduce from or exhibit or permit reproduction from or exhibition of any film supplied by the renter hereunder in any manner or at any time or place other than as specified herein and will not reproduce sound from any such film except as part and during the exhibition of such film and will not broadcast or permit broadcasting of or from any such film. Televising or permitting the televising of the whole or part of any film contracted for herein is expressly prohibited without the consent of the renter.

Switching

(17) The renter reserves the right to switch each and every film supplied hereunder to any other exhibitor or exhibitors for return in due course; provided that such switching shall not affect the normal screening of the programme of which such film is a part. No costs or expense in effecting such switching shall be borne by the exhibitor unless the switching be at his request without the written consent of the renter.

Observance of Acts and Bylaws

(18) The exhibitor and the renter shall as the same are applicable to motion-picture theatres and/or the control, care, and use of film at all times fully and effectually comply with all Acts of Parliament and rules and regulations thereunder, as well as with all bylaws of any local government or other authority having power in that behalf for the locality or district wherein the said films are to be used.

Assignment

(19) This agreement shall not be assigned, transferred, or otherwise disposed of by the exhibitor to any other person without the written consent of the renter, which consent shall not be arbitrarily withheld, and shall not in any case be effective until such other person has agreed in writing with the renter to carry out the terms and provisions hereof. Notwithstanding such consent, the exhibitor shall remain responsible to the renter hereunder unless or until a release from liability is given to him in writing.

Waiver

(20) The waiver by either party of any breach or default by the other party shall not be construed as a waiver of any other or subsequent breach or default by such other party whether similar or otherwise.

Notices

(21) In the absence of any provisions to the contrary herein all notices to be given to either party hereunder shall be sufficiently served if sent either by telegram or by prepaid post to the address of the party to whom notice is given last known to the other party and any notice sent by whichever of the aforesaid methods shall be deemed to have been received on the day when it would have ordinarily have been received by that method: provided that any notice of the despatch of film or accessories shall be addressed to the theatre to which the film is booked unless otherwise instructed by the exhibitor in writing.

No Partnership

(22) It is expressly agreed that this agreement in no way constitutes a partnership between the parties hereto.

Oral Promises

(23) No oral promise, representation, understanding or agreement in reference hereto shall be of any force or effect.

Theatre Closed

(24) In the event of the said theatre being closed by a force majeure (major calamity), by Government Proclamation or by parliamentary, ministerial, departmental, or local authority (statutory or otherwise) under any real or assumed authority or power not being due to any withdrawal or suspension of the exhibitor's licence in respect of such theatre for any cause within the power of the exhibitor to remedy without suffering unreasonable hardship, or in the event of such theatre being destroyed or damaged to such an extent as to be unfit for use or occupation so that any film to be exhibited hereunder cannot be exhibited on the day or days when it should be so exhibited, then this contract shall upon written notice thereof being given to the renter terminate in respect of such number of films as would have been exhibited in the theatre in terms of this contract: provided that in the event of screening not being resumed by the exhibitor in the said theatre or a substitute theatre in or near the same locality within 40 days next after the day when a film was last screened therein, the

renter shall have the right of terminating this agreement, in which case the agreement shall be deemed to have terminated at the date when the theatre closed owing to one or either or all of the causes aforesaid. Such determination of the agreement shall be without prejudice to the rights of either party in respect of any matter then outstanding between them under this agreement up to the time of such determination. A theatre shall not be deemed to be closed for the purposes of this clause merely by reason of the fact that a local authority as the owner thereof may exercise its right under any lease or tenancy to close the theatre for the exhibition of films on any occasion or occasions when the theatre is required by the local authority for other purposes.

Breach

(25) (a) If during the term hereof the renter fails to deliver and/or the exhibitor fails or refuses to exhibit any of the said films (save and except in any package agreement for the supply of a number of films to be the subject of any one contract then the exhibitor shall not be required to accept more than 75 percent of the films contained in such package agreement or where elimination of any film or delay or failure is due to any of the permissible reasons provided herein), or if either party violates or breaches the provisions contained herein the renter or the exhibitor, as the case may be, shall pay to the other party the damage so caused.

(b) If the exhibitor—

- (i) Shall fail or refuse to pay the rental of any such film as provided in this agreement or to furnish statement of the receipts of such theatre if any are required hereunder, or to give the renter's representative access to the said theatre or its box office and/or to the exhibitor's books and records relative to films the rentals of which are based upon the said theatre's admission receipts as herein provided; or
 - (ii) Makes default in the due observance and performance of the obligations on his part under clauses numbered 2 (Time and Place of Exhibition), 10 (Sound and Projection Equipment), 11 (Copy-right), 15 (Insurance), 16 (Broadcasting), 18 (Observance of Acts and Bylaws), or any of them; or
 - (iii) Commits any other breach going to the root of the contract; or
 - (iv) Becomes insolvent or is adjudicated a bankrupt, or in the case of a company goes into liquidation except for reconstruction, or executes an assignment for the benefit of his creditors; or if a receiver is appointed for any of the property of the exhibitor; or
 - (v) Voluntarily or by operation of law should lose control of the said theatre or of his interests therein, making it impossible for the exhibitor to exhibit the said films at the said theatre; then upon the happenings of any one or more of the said events, the renter may at his option (1) terminate this agreement, or (2) suspend the delivery of films hereunder until such default or defaults should cease and be remedied. Upon or after receipt of notice of termination or suspension of this agreement the exhibitor shall despatch to any place named by the renter in writing each film which is in his possession and to the possession of which the renter is entitled and failing immediate despatch the exhibitor shall pay to the renter by way of liquidated damages, the sum of five hundred dollars (\$500) in respect of each film for every day default is made in making such despatch; provided that the renter may not suspend delivery of films as provided herein on account of any payment arising out of this agreement which may be bona fide in dispute and in respect of which arbitration as provided for in this agreement is applied for. The lodgement of the amount in dispute with the Secretary of the Film Trade Board to abide the results of the dispute shall be sufficient warranty of the exhibitor's bona fides. The exhibitor shall not require nor accept the return of the amount in dispute or any part other than in terms of the arbitrator's award.
- (c) If the renter shall—
- (i) Persistently fail to supply film on due dates; or
 - (ii) Give prior exhibition to a competitive theatre in breach of this agreement; or