



Telephone (800) 890-9494 x 256 * Fax 1-866-664-7545 *Email tracy.obrien@globaleagle.com

Attention: Tracy O'Brien

ORDER FORM

Name: Robert Thomas Title: Program Specialist
 Organization Name: City of Franklin Department: Parks Department
 Street Address: 705 Boyd Mill Ave.
 City, State, Zip Code: Franklin, TN 37064
 Email: robert.thomas@franklintn.gov Phone: 6157942103
 Screening Location: Pinkerton Park
 Address: 405 Murfreesboro Rd. City, State, Zip: Franklin, TN 37064

BILLING (if different from above location)

Name: Robert Thomas Title: Program Specialist
 Organization: City of Franklin Department: Parks Department
 Street Address: 109 3rd Ave. South
 City, State, Zip Code: Franklin, TN 37064
 Email: robert.thomas@franklintn.gov Phone: 6157942103

REQUEST

Movie Title: Home Alone ***
 Screening date (s): 7/31/2020 Charging Admission: N (Y / N)
 (admission charged is minimum fee vs 50%)
 Format: I will supply my own copy (35mm, Send DVD, Site License or "I will supply my own copy")
 PLEASE NOTE: shipping is \$50 inbound for 35mm and \$20 for regular roundtrip for DVD; expedited shipping may apply
 Indoors / Outdoors: Outdoors Estimated audience size: 300
 Posters: N (Y / N) Please specify amount required
 PLEASE NOTE: Posters are \$5 each

***The contract price for the Home Alone licensing fee is \$550



CRITERION PICTURES
STANDARD TERMS AND CONDITIONS

I. LICENSING

- a. Unless otherwise noted on the booking confirmation, movies are licensed for one show on the date and location provided in the confirmation. All titles are protected by copyright and cannot be loaned, rented, edited or copied.
- b. In order to cancel a booking without penalty, Criterion Pictures must be notified in writing no less than 10 business days prior to the screening date. The full rental fee will apply for any screenings not cancelled before the deadline. If the movie has shipped then the screening can't be cancelled.
- c. If there is a scheduling conflict (weather-related or otherwise) contact Criterion Pictures in writing no more than 2 days after the original play date in order to reschedule. The screening can be rescheduled for a date no more than one year from the original play date without incurring an additional license fee (subject to confirmation that Criterion Pictures still has the necessary rights for the rescheduled date). All amounts due must be paid according to the schedule based on the original play date however.

II. HANDLING OF MATERIALS

- a. All copies of movies and other materials provided by Criterion Pictures must be returned to Criterion via UPS or FedEx on the first business day following the screening.
- b. Any media lost, stolen or damaged in transit or otherwise must be reported immediately to Criterion Pictures, and additional charges may apply including replacement cost if applicable and lost licensing fees.
- c. All return shipments must be insured and shipping and insurance documents retained for tracing and reimbursement.

III. PAYMENT TERMS

- a. Payment is due in advance of the screening date for new customers, and no later than 30 days from the date of invoice for those customers that have established credit.
- b. Criterion Pictures accepts cash, check, money order and all major credit cards. Any check returned due to non-sufficient funds must be replaced by money order or credit card for the full amount plus a \$40 service fee.
- c. Admission cannot be charged for the screening unless approved by Criterion Pictures at the time of booking.
- d. If admission is charged for the screening, either individually or combined with the screening of other titles,
 - i. Clients must pay the quoted license fee or 50% of the ticket sales whichever is the greater. Box office receipts must be reported to Criterion Pictures within ONE week of the screening date.
 - ii. Exhibitor agrees that Criterion Pictures will have the right to retain an outside auditor to visit the offices of the Exhibitor and inspect all records necessary to confirm the amounts reported to and amounts due to Criterion. Criterion will bear the costs of such audit unless the audit finds that Exhibitor under-reported receipts to the extent that such under-reporting is at least 5% of the accurate amount.



IV. RESTRICTIONS ON MARKETING, ADVERTISING AND PUBLICITY

- a. There is to be no promotion of the screening of any kind until Criterion Pictures confirms the booking via written confirmation.
- b. After receiving written confirmation, the following marketing is allowed to raise awareness of the screening:
 - i. Direct mail to a closed mailing list consisting of members of the community or of your organization
 - ii. E-mail to a closed e-mail list
 - iii. Flyers can be put up on or around the location of the screening and handed out in the venue.
 - iv. Telephone hotline that gives information about the screening
 - v. Information about the screening on Exhibitor's website
 - vi. References to the screening on Exhibitor's social media accounts is allowed, provided that only official images and logos are used and no altering has taken place.
 - vii. Any marketing, advertising or publicity of any kind not explicitly provided for above must be approved in advance by Criterion Pictures
- c. The following marketing is not allowed under any circumstances:
 - i. There can be no paid advertising in a public newspaper, television, radio or magazines, either as a stand-alone advertisement or as part of a series of events
 - ii. There can be no planned or organized mass media coverage of the film event on television, radio or newspapers prior to the screening
 - iii. No press releases, that involve the film title, can be sent out without the prior approval of Criterion Pictures
 - iv. Only official marketing materials including images and logs may be used and no altering is permitted.

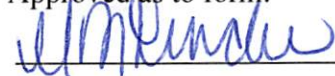
Exhibitor expressly agrees that a violation of any of the above Terms and Conditions may result in Criterion Pictures revoking the screening license, among other remedies that may be available to Criterion.

Name: Eric S. Stuckey, City Administrator

Signature: 

Date: 11-20-2019

Approved as to form:



Maricruz R. Fincher, Staff Attorney