

**Burning Bulb Publishing**  
**Motion Picture Distribution Contract**

Page 1

AGREEMENT

made this date \_\_\_\_\_ between \_\_\_\_\_

whose address is

\_\_\_\_\_

\_\_\_\_\_

**U.S.A.**

and whose email address is

\_\_\_\_\_ (hereinafter called the Author);

and

**GARY LEE VINCENT (DBA BURNING BULB PUBLISHING)** and whose business mailing address is **P.O. BOX 4721, BRIDGEPORT, WV 26330-4721 U.S.A.** (hereinafter called the Publisher);

WITNESSETH:

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. GRANT

**For a period of three years from the date of receipt of a finalized Production Master from the Author to the Publisher**, the Author hereby grants and assigns to the Publisher the exclusive rights to publish/distribute in (select rights options below):

\_\_\_\_\_ Video on Demand (VOD) and/or

\_\_\_\_\_ Digital Video Disc (DVD) and Blu-ray Disc Manufactured on Demand (MOD)

formats in all countries of the world, a motion picture now entitled \_\_\_\_\_ (hereinafter called the Work), which title may be changed only by mutual consent in writing. Non-exclusive rights are renewed/granted on an annual basis in perpetuity until canceled by written agreement as defined in Section 12 of this Agreement.

**Burning Bulb Publishing**  
**Motion Picture Distribution Contract**

Page 2

The term “publish” includes the act of licensing the Work by the Publisher to a content provider for placement on a digital platform, channel, retail outlet, and/or cinematic (theatrical) venue(s). Such activities may result in license agreements between Publisher and Content Provider/Channel/Agent that may extend beyond this agreement’s three-year representation period. Author acknowledges that he/she will honor deals made by the Publisher and these individual channel agreements (if applicable) even if the three-year term of this contract is expired and other distribution methods are pursued by Author once the exclusivity period is over. Likewise, the Publisher will continue to pay royalties as agreed upon herein for the duration of these licenses being in effect and royalties being received, as applicable.

## 2. REPRESENTATIONS AND WARRANTIES

The Author represents that the Work to the best of his knowledge does not contain any libelous matter and does not violate the civil rights of any person or persons, does not infringe any existing copyright or previous distribution agreement. The Author shall hold harmless and indemnify the Publisher from any recovery finally sustained by reason of any violations of copyright or other property of personal right; provided, however, that the Publisher shall, with all reasonable promptness, notify the Author of any claim or suit which may involve the warranties of the Author hereunder. The Author agrees fully to cooperate in the defense thereof. The warranties contained in this article do not extend to drawings, illustrations, insofar as not furnished by the Author, or to any other material not furnished by the Author.

## 3. DELIVERY

The Author agrees to deliver to the publisher, a complete digitally mastered production of the Work in a format to be determined by the Publisher (hereinafter called the Production Master). A list of deliverables is attached as Exhibit A. If the Production Master has not been delivered within three (3) months after the date this agreement is signed, the Publisher may, at its option, terminate this agreement by notice in writing posted or delivered to the Author. Elements of the Exhibit may be omitted by mutual agreement, with the remaining components still comprising a complete Production Master.

A closed caption file of the feature (mezzanine) is necessary for VOD distribution. If VOD distribution is sought and a closed caption file is not provided by the Author, the Publisher may elect to create said file from a third-party captioning service of the Publisher’s choosing, such as

**Burning Bulb Publishing**  
**Motion Picture Distribution Contract**

Page 3

Rev.com, for a fee not to exceed \$2.00 per minute. These fees will be recuperated from future royalties on the title.

#### 4. PUBLICATION

The Publisher agrees to publish the Work at its own expense not later than three months after receipt of delivery. In the event of a delay from causes beyond the control of the Publisher, the publication date may be postponed accordingly, but not to exceed eighteen months from the delivery of the completed work.

Based on the publishing/distribution option(s) chosen Section 1:

Digital copies of the Work will be distributed via a Video on Demand (VOD) model. Sales and royalty data will be derived from reports provided by the VOD fulfillment service(s).

Physical copies of the Work will be created as Digital Video Discs (DVDs) and BluRay Discs and distributed via a Manufactured on Demand (MOD) model (sometimes referred to as a Print on Demand (POD) model). Sales and royalty data will be derived from reports provided by the MOD/POD fulfillment service(s).

#### 5. COPYRIGHT

If the work has already been copyrighted by the U.S. Library of Congress, the Author agrees to assign to the Publisher full permission to use the work as specified under this agreement.

#### 6. EDITING

The Publisher shall make no changes in, additions to, or eliminations from the Production Master without the consent of the Author, and in order to obtain such consent, shall submit the edited Production Master to the Author for his approval. The Author agrees to accept or reject the corrections within thirty (30) days of his or her receipt thereof.

Disc Authoring (applicable to MOD publishing option): An all-regions DVD .iso image and BluRay .iso image shall be created by the Publisher for retail consumption at no charge to the Author. It will contain no special features, just simple feature playback that has been quality-assured for playability and professional retail presentation. If a special features disc is required,

**Burning Bulb Publishing**  
**Motion Picture Distribution Contract**

Page 4

the Author shall provide the respective .iso images or request the Publisher subcontract this service. The Publisher currently contracts Allied Vaughn for this type of specialized mastering, and they charge \$650.00 US for DVD special features authoring and \$850.00 US for BluRay special features authoring. If both Author wishes that a special features disc in either or both formats be created and does not have the capability to do this in house, Author will need to prepay for the mastering work requested to the Publisher prior to release, who will in-turn liaison with mastering agency with the order.

## 7. ROYALTIES AND LICENSES

The Publisher shall pay to the Author or his duly authorized representatives the following advances and royalties:

- (a) Eighty percent (80%) of the net proceeds from the sale of Work from VOD and DVD/BluRay MOD sales channels.
- (b) Eighty percent (80%) of the net proceeds of any license granted to another Publisher, Distributor, etc. to bring out a reprint or variant edition of the Work.
- (c) No royalties shall be payable of copies furnished to the Author or on copies for review, sample, or other similar purposes, or on copies destroyed.

“Net proceeds” shall be defined as all sales and revenue received by Publisher related to the Work, less reasonable operating costs. These costs are typically fulfillment costs that occur at the business-to-business level and charged by the fulfillment partners (such as manufacturing, shipping, handling, warehousing expenses, in the case of DVD and BluRay MOD sales; and service fees charged by streaming services and/or listing agents for VOD content, but are not incurred upfront by either Author or Publisher, but taken from the gross amount of the sale first by the fulfillment partner and whose net amount minus these costs are then forwarded to the Publisher). It is this net amount that royalties are paid as described parts “a” and “b” of this section.

No taxes will be withheld from the royalty payments, however, if the Author is based in the United States of America, the Publisher is required by law to report royalties to the Internal Revenue Service and is required to maintain a W9 for the Author for such purposes. A substitute W9 is included in this Agreement in Exhibit B.

The Author or his duly Authorized representatives shall have the right upon written request to examine the books of account of the Publisher insofar as they relate to the Work and any other of the Author's works under contract to the Publisher. Such examination shall be at the cost of the

**Burning Bulb Publishing**  
**Motion Picture Distribution Contract**

Page 5

Author unless errors of accounting amounting to five percent (5%) or more of the total sum paid to the Author shall be found to his disadvantage, in which case the cost shall be borne by the Publisher.

**8. OVERPAYMENT**

In all instances in which the Author shall have received an overpayment of monies under the terms hereof, the Publisher may deduct such overpayment from any further sums payable to the Author in respect to the Work.

**9. NOTIFICATION AND PAYMENT FOR SYNDICATION (IF APPLICABLE)**

For VOD releases: The Publisher agrees promptly to advise the Author of the terms of any contracts entered for any grant or license permitted under this agreement whenever the Author's share of the proceeds or royalty is one thousand dollars (\$1000.00) or more. Such contracts shall be made available by the Publisher to the Author or his representative at the office of the Publisher, and a copy thereof will be furnished the Author upon his written request. The Author's share of such proceeds or royalty shall be promptly paid to him upon receipt by the Publisher.

**10. AUTHOR'S COPIES**

Author has the right to purchase physical copies (DVD/BluRay Discs) of the Work at a wholesale price from the Publisher in any quantity. These will be retail units, professionally manufactured and shrink-wrapped. The wholesale price to be determined based on media format, quantity, and manufacturer used.

**11. STATEMENTS AND PAYMENTS**

A Producers' Reports section is available on the Publisher's website ([www.BurningBulbPublishing.com](http://www.BurningBulbPublishing.com)) where all deposits are reported from the various distribution partners that the Publisher uses to distribute/publish the Work through. Some entities report monthly, while others are quarterly or semi-annually. These depository reports will be published as received to this website for inspection. Also, such statements can be provided via email on request.

**Burning Bulb Publishing**  
**Motion Picture Distribution Contract**

Page 6

Payments are made quarterly no more than 90 days after the calendar month closes that represents that quarter. For example, for the first calendar of the year (representing January, February, and March) payments should be expected no later than June and so forth.

## 12. REVERSION AND TERMINATION

(a) At any time after three years from the date of first publication, but not before, the Publisher may, on three months' notice in writing to the Author or his representative, discontinue publication, and in that event, this agreement shall terminate, and all rights hereunder shall revert to the Author at the expiration of said three (3) month period. Author may, likewise, request that the title be pulled from the Publisher's catalog **or** grant non-exclusive rights to Publisher to continue publishing Work with the compensation structures described in Paragraph 7.

(1) If the Publisher is successful in landing placement of the Work during the exclusivity window, all parties agree that these placements and royalties earned from them will stay in play for no less than three additional years to allow these arrangements to be fully honored and monetized.

(b) If the Publisher shall, during the existence of this agreement, default in the delivery of semi-annual statements or in the making of payments as herein provided and shall neglect or refuse to deliver such statements or make such payments, or any of them, within thirty (30) days after written notice of such default, this agreement shall terminate at the expiration of such thirty (30) days without prejudice to the Author's claim for any monies which may have accrued under this agreement or to any other rights and remedies to which the Author may be entitled.

(c) If the Publisher shall fail to publish the Work within the period in Paragraph 4 provided, or otherwise fail to comply with or fulfill the terms and conditions hereof, or in the event of bankruptcy, etc., as in Paragraph 13 hereof provided, this agreement shall terminate and the rights herein granted to the Publisher shall revert to the Author. In such event all payments theretofore made to the Author shall belong to the Author without prejudice to any other remedies which the Author may have.

(d) Upon the termination of this agreement for any cause under this Article or Article 13 hereof, all rights granted to the Publisher shall revert to the Author for his use at any time and the Publisher shall return to the Author all property originally furnished by the Author.

## 13. BANKRUPTCY AND INSOLVENCY

**Burning Bulb Publishing**  
**Motion Picture Distribution Contract**

Page 7

If a petition in bankruptcy shall be filed by or against the Publisher, or if it shall be adjudged insolvent by any court, or if a Trustee or a Receiver of any property of the Publisher shall be appointed in any suit or proceeding by or against the Publisher, or if the Publisher shall make an assignment for the benefit of creditors or shall take the benefit of any bankruptcy or insolvency Act, or if the Publisher shall liquidate its business for any cause whatsoever, this agreement shall terminate automatically without notice, and such termination shall be effective as of date of the filing of such petition, adjudication, appointment, assignment or declaration or commencement of reorganization or liquidation proceedings, and all rights granted hereunder shall thereupon revert to the Author.

**14. RESERVED RIGHTS**

All rights in the Work now existing, or which may hereafter come into existence, not specifically herein granted are reserved to the Author for his use at any time. Reserved publication rights include, but are not limited to, the right to publish or cause to be published in any form, excerpts, summaries of the Work (i.e., trailers or promotional shorts), thereof, not to exceed 10 minutes in length.

**15. ASSIGNMENT**

No assignment of this contract, voluntary or by operation of law, shall be binding upon either of the parties without the written consent of the other; provided, however, that the Author may assign or transfer any monies due or to become due under this agreement.

**16. ARBITRATION**

Any controversy or claim arising out of this agreement or the breach thereof shall be settled by arbitration in accordance with the rules then obtaining. Such arbitration shall be held in the state of West Virginia, USA, and the county of Harrison unless otherwise agreed by the parties. The Author may, at his option, in the case of failure to pay royalties, refuse to arbitrate, and pursue his legal remedies.

**17. NOTICES**

Any written notice required under any of the provisions of this agreement shall be deemed to have been properly served by delivery in person or by mailing the same in paper or by electronic means

**Burning Bulb Publishing**  
**Motion Picture Distribution Contract**

Page 8

to the parties hereto at the addresses set forth above, except as the addresses may be changed by notice in writing; provided, however, that notices of termination shall be sent by registered mail.

18. WAIVER

A waiver of any breach of this agreement or of any of the terms or conditions by either party thereto, shall not be deemed a waiver of any repetition of such breach or in any wise affect any other terms or conditions hereof; no waiver shall be valid or binding unless it shall be in writing, and signed by the parties.

19. INFRINGEMENT

If during the existence of this agreement the copyright shall be infringed, the Publisher may, at its own cost and expense, take such legal action, in the Author's name if necessary, as may be required to restrain such infringement or to seek damages therefor. The Publisher shall not be liable to the Author for the Publisher's failure to take such legal steps. If the Publisher does not bring such an action, the Author may do so in his name at his own cost and expense. Money damages recovered for an infringement shall be applied first toward the repayment of the expense of bringing and maintaining the action, and thereafter the balance shall belong to the Author, provided, however, that any money damages recovered on account of a loss of the Publisher's profits shall be divided equally between the Author and the Publisher.

20. DOCUMENTS

If any of the rights granted to the Publisher revert to the Author, the Publisher shall execute all documents which may be necessary or appropriate to re-vest all such rights in the Author.

21. LAW

This agreement shall be construed in accordance with the laws of the state of West Virginia.



**Burning Bulb Publishing**  
**Motion Picture Distribution Contract**

Page 9

22. INHERITANCE

This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the Author, and upon and to the successors and assigns of the Publisher.

23. ALTERATION

This agreement may not be modified, altered or changed except by an instrument in writing signed by the Author and the Publisher.

24. APPROVAL

Notwithstanding anything to the contrary herein contained, the Publisher shall obtain the Author's written advance approval of any jacket or cover design, including the text thereof, to be used in connection with the Work, and of any contracts with third parties for the publication of the Work; which approval shall not be unreasonably withheld.

AUTHOR

DATE

PUBLISHER

DATE

## **EXHIBIT A – LIST OF DELIVERABLES**

The specification sheet can be downloaded here:

[https://www.burningbulbpublishing.com/\\_files/ugd/ba018b\\_13339728d30d4d83b4578f2f2ab7b40a.pdf](https://www.burningbulbpublishing.com/_files/ugd/ba018b_13339728d30d4d83b4578f2f2ab7b40a.pdf)

## EXHIBIT B – SUBSTITUTE W9

Form **W-9**  
 (Rev. October 2018)  
 Department of the Treasury  
 Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>6</b> City, state, and ZIP code</p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

#### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>					
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<b>or</b>					
<b>Employer identification number</b>					
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#### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

Date ▶