

THE CANIS FILM FESTIVAL DISTRIBUTION AGREEMENT

This Distribution Agreement ("Agreement") is effective as of _____, 2006 (the "Effective Date") between Sunshine Books, Inc. d/b/a Karen Pryor Clickertraining, with an address at 49 River Street #3, Waltham, MA 02453 ("KPCT") and _____, with an address at _____ ("Producer").

WHEREAS, KPCT sponsors "The Canis Film Festival," a showcase for innovative, highly communicative short films on animal training that help educate pet owners and professionals who work with animals;

WHEREAS, Producer is the producer of, and owns all right, title, and interest, including copyright in and to, a short film entitled "_____" (the "Work");

WHEREAS, Producer wishes to allow KPCT to display the Work on KPCT's websites and to distribute, license, and sell the Work in various media;

Now THEREFORE, in consideration of the mutual representations, covenants, and other terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant. Producer hereby grants to KPCT the right to reproduce, transmit, communicate, display, license, sell, distribute, and otherwise exploit the Work in all languages and versions and digital formats in all media now known or in future devised.
2. Delivery. Producer agrees to deliver a high-resolution digital copy of the Work to KPCT within 10 days of the Effective Date of this Agreement. KPCT agrees to begin distributing the Work within 180 days of the Effective Date.
3. Promotional Use. Producer hereby grants to KPCT the right to advertise and promote the Work, by whatever method and in whatever media KPCT deems appropriate and using Producer's name, biographical information, likeness, pseudonym, and/or image in connection with the Work.
4. Term and Termination. The term of the Agreement shall be for perpetual. However, if KPCT does not receive any proceeds from the sale or licensing of the Work for a period of two (2) years, Producer shall have the right to terminate the Agreement by providing written notice to KPCT. Notwithstanding the foregoing, KPCT may reproduce, transmit, communicate, and display the Work in perpetuity in connection with any advertising or promotional purpose related to KPCT's business or The Canis Film Festival.
5. Proprietary Rights, Credit and Attribution. As between Producer and KPCT, Producer shall be the sole owner of all intellectual property rights in the Work. KPCT shall give Producer credit in connection with the exploitation of the Work by identifying Producer in a prominent manner in conjunction with the advertising and promotion of the Work.
6. Royalty Payments. During the term of the Agreement, KPCT shall pay to Producer a percentage of net receipts derived from the sale of the Work as follows:
 - a. 40% of the net receipts received from the sale of the Work in electronic downloadable form via KPCT's website <clickertraining.com> or other websites owned by KPCT.
 - b. 20% of the net receipts KPCT receives from the sale or licensing of the Work in digital form to third parties.
 - c. 10% of the net proceeds KPCT receives from the sale of the Work in a "hard copy" format such as DVD, CD-ROM or videotape.

- d. If work is included in a compendium, downloadable or “hard copy” a proportional share of the proceeds with other like works in the compendium with the basis for that share to be either, 40%, 20%, or 10% depending on whether the sale falls in to 6A, 6B, or 6C.

7. Net Receipts, Reporting, and Audits.

- a. “Net receipts” shall be defined as the actual sales price received, less KPCT’s costs, including, but not limited to, promotional costs, shipping costs, and taxes where applicable. Previews and returned orders are not considered sales and therefore related fees and special order charges also are excluded from net receipts.
- b. KPCT shall keep at its normal place of business commercially reasonable records of its sales, disposals and licenses of the Work. Upon reasonable written notice, KPCT shall make such records available for inspection once annually, during its normal business hours, by Producer or its or his or her duly authorized representative, for the purpose of verifying the accuracy of any royalty statement or report given by KPCT to Producer under this Agreement or the amount of royalties paid or payable. Producer shall be solely responsible for its costs in making such inspections. All records may be held in physical and/or electronic format at KPCT’s choice.

8. Timing of Payments. Payments for sales of the Work in electronic downloadable form as defined in section 6a will be paid to Producer monthly for the prior months sales so long as such sales are at least \$25.00 and if less than \$25.00 shall be when the accumulated payments reach \$25.00; payments for sales or licensing fees to third parties as defined in section 6b will be paid within sixty (60) days of KPCT’s receipt of proceeds from such sales; and payments for sales of DVDs, CDs, and videotapes as defined in 6c will be made annually by the 30th of March for sales through the period ending the preceding November.

9. Warranties and Representations. Producer warrants and represents that (i) Producer has the right to enter into this Agreement and grant the rights granted herein, and that there has been no prior sale, publication or transfer of rights to the Work or any party thereof; (ii) the Work is Producer’s original work, and does not now and will not violate any existing intellectual property rights, including, without limitation, copyright, trademark, or any other proprietary or contractual rights, and that the Work contains no matter which, if published, will be harassing, libelous, obscene, or a violation of any rights of publicity or privacy, or any law or regulation. Producer will fully cooperate with KPCT in responding to and defending against any third party claim related to the Work.

10. Indemnification. Producer, at his or her or its own expense, shall indemnify and hold harmless KPCT, its successors and assigns, directors, officers, employees, and agents against any claim, demand, cause of action, expense or liability (including reasonable attorneys’ fees and costs), arising from any third party claim that Producer’s Work infringes such third party’s intellectual property rights, rights of privacy or rights of publicity.

11. Limitation of Liability. Under no circumstances and under no legal theory, whether under tort, contract, or otherwise, shall KPCT have any liability to Producer for any claim arising out of this Agreement for any indirect, special, incidental, or consequential damages arising during and/or as a result of the breach or non-performance of this Agreement regardless of the cause thereof, even if such party shall have been informed of the possibility of such damages, or for any claim by any other person.

12. Assignment. This Agreement shall inure to the benefit of and be binding upon the subsidiaries, licensees, successors, heirs, and assigns of the parties hereto.

13. Survival of Terms. Notwithstanding any expiration or termination of this Agreement, Sections 3, 4, 8, 9, 10, 11, and 14 shall survive and remain in effect in accordance with their terms.

14. Miscellaneous. (a) All notices and other communications under this Agreement shall be in writing and shall be deemed given when delivered by hand or five (5) business days after being deposited with an international overnight courier, to the address set forth above or such other addresses as either party shall specify in a written notice to the other. (b) This Agreement is to be governed by and construed and enforced in accordance with the substantive laws of the Commonwealth of Massachusetts, without giving effect to the conflict of laws or choice of laws provisions thereof, and the parties hereto submit and consent to the jurisdiction of the courts in the Commonwealth of Massachusetts, including Federal Courts therein, should Federal jurisdiction requirements exist, in any action to enforce (or otherwise relating to) this Agreement. (c) If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties, or, if incapable of such enforcement, shall be deemed to be deleted from this Agreement, and the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect. (d) The waiver by either party of a breach of or a default under any provision of this Agreement, shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. (e) This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties; the parties shall at all times be independent contractors under this Agreement. (f) Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement. (g) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, and agreements, whether oral or written, between the parties relating to the subject matter of this Agreement. This Agreement shall not be amended except by a written agreement subsequent to the Effective Date and signed on behalf of the party against which enforcement is sought. (h) This Agreement may be executed in counterparts, all of which collectively constitute a single document and each such counterpart shall be binding upon the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed under seal by their duly authorized representatives.

SUNSHINE BOOKS, INC. D/B/A
KAREN PRYOR CLICKERTRAINING

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Dated:_____

Dated:_____