

suspension or cancellation of this Agreement or any other agreement or agreements between the parties hereto shall be without prejudice to the rights of the Distributor in addition to such suspension or cancellation and concurrently therewith the Distributor may take action at law or in equity for the recovery of the moneys so unpaid and/or for any damages sustained by the Distributor or to enforce any of the rights and remedies of the Distributor against the Exhibitor by reason of the non-performance by the Exhibitor of the terms of this Agreement or any other agreement or agreements between the parties hereto or any of such terms.

24. The Exhibitor shall not retain any film delivered hereunder beyond the authorised screening dates thereof respectively specified in the particulars or advance list or other written notice and the Exhibitor shall not screen or permit the screening or use of any of the films hereunder at any time or place other than the authorised screening dates and places except as specifically authorised in writing by the Distributor. Upon any breach of this clause the Distributor may at its option and without prejudice to any other right or remedy of the Distributor forthwith terminate this Agreement and the Exhibitor shall nevertheless upon demand pay to the Distributor a rental equivalent to that chargeable by the Distributor for an authorised screening thereof for each and every day of such unauthorised screening or retention.

25. Should the Distributor for any cause beyond its control be unable to deliver any of the films contracted for hereunder then the Distributor shall upon notifying the Exhibitor thereof have the right to select and supply some other films in lieu thereof and no objection shall be taken by the Exhibitor thereto providing that such substitute films shall not have been previously used by the Exhibitor and should the Distributor not exercise the said right of substitution then the Distributor shall credit the amounts (if any) paid for the films not supplied and the Distributor shall not be liable in any way for such non-delivery.

26. Notwithstanding anything contained in Clause 25 hereof the Exhibitor agrees not to screen on dates specified in the particulars or the advance list or other written notice for the screening of films to be supplied hereunder any film in lieu thereof except such films as shall be supplied by the Distributor.

27. The Exhibitor agrees to use the words "A Warner Bros. and Vitaphone Talking Picture" or "A First National and Vitaphone Talking Picture" whichever shall apply in every form of advertising and publicity of all films to be supplied hereunder and 5% of advertising space shall be at all times given to the Distributor's trade mark.

28. All advertising by the Exhibitor shall be subject to the approval of the Distributor and no films supplied hereunder shall be advertised in such manner as to make it appear that such film is supporting the films to be screened and supplied by any other person and Exhibitor agrees not to advertise in any way any attractions being screened or to be screened more extensively at any time than he does the Distributor's film then screening or to be screened and further agrees to fully advertise each of Distributor's films and to give the Distributor's film top position in all advertisements.

28A. Unless this Agreement expressly provides for the "first run" in the City Town or Locality wherein the theatre herein specified is located the Exhibitor agrees not to advertise any of the films herein provided for by means of lithograph slides trailers lobby displays newspaper announcements advertising or otherwise prior to, and until after the completion of the screening of such film by any other Exhibitor having the right of the prior run thereof in said City Town or Locality.

29. The Exhibitor shall acquire from the Distributor only, at the Distributor's current prices all lithographs posters photographs slides blocks lobby displays and all advertising accessories and shall post and distribute same. And the Exhibitor agrees not to lease sell rent loan or give away any of the advertising accessories purchased or leased from the Distributor. In the event of any breach of this clause by the Exhibitor the right and title to all advertising accessories purchased or leased from the Distributor shall immediately revert to the Distributor who may take possession of same wherever found.

30. The Exhibitor shall avoid advertising and/or publicity of a nature which may cause action to be taken by the Censorship or any Government authority and in the event of any fine or penalty being imposed by reason of such advertising and/or publicity such fine or penalty and all costs shall be paid in full by the Exhibitor who shall indemnify the Distributor in respect thereof.

31. The Exhibitor agrees to exhibit and use the films delivered hereunder without alteration or cutting with all titles subtitles leaders and trailers as supplied by the Distributor.

32. All films and/or other goods and/or accessories delivered to the Exhibitor shall be deemed to be in the possession of and at the risk of the Exhibitor from the time when such films and/or other goods and/or accessories are delivered to the representative of the Exhibitor or delivered at the office of or placed on board any conveyance for transmission to the Exhibitor until such films and/or other goods and/or accessories are delivered back to the office of the Distributor or to a place named by the Distributor and the Exhibitor hereby acknowledges liability to the Distributor for all loss or damage occasioned to the films and/or other goods and/or accessories from any cause whatsoever whilst in his possession or custody and agrees to pay to the Distributor by way of compensation the sum of ninepence (9d.) per lineal foot for every lineal foot of black and white film and fifteen pence (1/3) per lineal foot for every foot of technicolor or other colored film lost destroyed stolen or damaged and the value of such discs and/or other devices and/or other goods and/or accessories as determined by the Distributor. The Exhibitor further agrees and declares that nothing elsewhere in this Agreement expressed or implied shall relieve or absolve him from his liability abovementioned. Such payment however shall not transfer any title to or any interest in such film and/or other goods and/or accessories to the Exhibitor or any other party or release the Exhibitor from liability arising out of any other breach of this Agreement. The Exhibitor shall immediately notify the Distributor by telephone or urgent telegram of the loss theft destruction of or injury to any film and/or other goods and/or accessories supplied by virtue of this Agreement. If any films and/or other goods and/or accessories shall be received by the Exhibitor in a damaged or partially destroyed condition such films and/or other goods and/or accessories shall be deemed to have been so damaged or destroyed whilst in the possession of the Exhibitor unless the latter on the day of receipt of such films and/or other goods and/or accessories shall have telephoned or telegraphed the Distributor that such films and/or other goods and/or accessories have been received by the Exhibitor in a damaged or partially destroyed condition and setting forth fully the nature of such destruction or damage. The Exhibitor shall unless otherwise instructed by the Distributor return to the Distributor all discs and/or other devices if any which have been delivered to the Exhibitor hereunder and all parts thereof if damaged or broken immediately following the last screening of the film with which such discs and/or other devices have been used.

33. In the event of the suspension of delivery to the Exhibitor of any films and/or other goods and/or accessories by reason of the breach by the Exhibitor of any of the provisions of this Agreement or by reason of the cancellation by the Distributor thereof all films and/or other goods and/or accessories the property of the Distributor actually in the possession or under the control of the Exhibitor or on consignment to him at the time of such suspension or cancellation shall immediately at the request of the Distributor be forwarded or consigned or delivered by the Exhibitor at his own cost and expense in all things and in the manner prescribed in this Agreement to the branch of the Distributor indicated by the Distributor or to any person or persons named by the Distributor and the Exhibitor hereby authorises the Distributor and/or the person or persons appointed by the Distributor for that purpose at the option of the Distributor to enter upon and into the said Theatre and every part thereof respectively and the appurtenances thereto and to seize and repossess the films and/or other goods as well as all accessories supplied for temporary use without being answerable or liable to the Exhibitor for any loss or damage occasioned to him by reason of such seizure and repossession and if upon receipt by the Exhibitor of the aforesaid notice of suspension or cancellation and the request to consign or despatch the film and/or other goods and/or accessories as aforesaid the Exhibitor shall fail to do so or if