

he shall otherwise unlawfully retain possession of the films and/or other goods and/or accessories supplied for temporary use the Exhibitor shall without prejudice to the other powers herein conferred upon the Distributor be liable for and shall pay to the Distributor the full value of such films and/or other goods and/or accessories and the sum of not less than ten pounds (£10) for each day on which the films and/or other goods and/or accessories supplied for temporary use shall be unlawfully detained by him.

34. The Exhibitor shall prior to delivery thereof insure and during the continuance of this Agreement keep insured all films to be delivered to him pursuant to the within Agreement such insurance to be effected with the Company or Association specified by the Distributor who shall have the sole right to specify the risks to be covered by the policy of insurance. The premium for such insurance shall be paid by the Exhibitor to the said specified Company or Association within one week after the due date thereof and in the event of default hereunder the Distributor shall have the right if it thinks fit to pay such premium and to recover the amount thereof from the Exhibitor. Notwithstanding anything herein contained or implied to the contrary the Exhibitor shall maintain an insurance policy of not less than (£600) six hundred pounds covering the whole programme to be screened by him at each performance. If the Exhibitor is supplied with film from the Victorian Branch of Distributor then the Exhibitor agrees that if upon the signing of this Agreement there is already in existence an insurance policy on films with some Insurance Company other than that specified by the Distributor he will upon the expiration of such policy of insurance effect a new insurance through The Film Protection Association of Victoria Ltd. with the Insurance Company specified by the Distributor and will continue to insure through such Association and with such Company in accordance with the terms of this Agreement and with no other Company or Association.

35. The Distributor reserves the right to switch each and every film supplied hereunder (switch means the supply of the same print of the film to other exhibitors on the same date) as it may think fit and the Exhibitor agrees to return each and every film at the hours fixed by the Distributor for delivery to any other exhibitor or exhibitors for return in due course. The Exhibitor shall pay all costs of switching.

36. The Exhibitor agrees to pay all freight and other costs and charges of whatsoever nature and kind in respect of the delivery to him of the films and/or other goods and/or accessories used in connection therewith including advertising matter and also in respect of the return thereof to the Distributor as directed and/or in forwarding or consigning the same to the person or persons named by the Distributor as aforesaid.

37. The Exhibitor will as the same are applicable to motion picture theatres and/or the control care and use of film and according to their true intended meaning at all times fully and effectually comply with all Acts of Parliament both Federal and State and the amendments thereto and rules and regulations thereunder and any amendments thereof as well as with all by-laws of any Local Government Municipal or other authority having power in that behalf for the locality or district wherein the films to be supplied under this Agreement are to be used.

38. The person who signs this Agreement on behalf of the Exhibitor expressly represents and warrants that he has full and complete authority to bind the Exhibitor to the terms of this Agreement and delivery of the said films and/or other goods and/or accessories to the Exhibitor by the Distributor is made relying fully upon this warranty.

39. This Agreement shall be deemed an application for a contract only and shall not be binding on the Distributor until accepted in writing on its behalf by its authorised officer and no alterations hereof shall be valid unless evidenced in writing signed by one of such persons. The delivery of advertising accessories or of any film and/or discs and/or other devices or the forwarding of advance lists or other written notices or the acceptance of advance payments by the Distributor shall not be deemed to be an acceptance by the Distributor of this Agreement in lieu of the method hereinbefore stated.

40. This Agreement is declared to be personal in respect of the Exhibitor and may not be assigned or transferred to any other person without the written consent of the Distributor which consent if given shall not be effective until such time as such person shall have agreed with the Distributor to carry out the covenants and provisions of this Contract on the part of the Exhibitor to be performed and notwithstanding such consent the Exhibitor shall remain responsible to the Distributor in the event of any default being made by such person under such Agreement.

41. This Agreement constitutes the entire contract between the parties hereto and no oral representations or alleged agreements with respect to the subject matter hereof shall be binding on the parties hereto and nothing contained in any advertisements, newspaper journal or other publication of any description whatsoever or in any other form of announcement shall be deemed to have any bearing upon or relation to this Agreement.

42. Any waiver by the Distributor of any of the rights of the Distributor in respect of any breach of this Agreement shall apply only to the particular waiver to which it relates and shall not permit or be deemed to permit any similar breach at any time and shall be entirely without prejudice to the rights of the Distributor in case of any further breach by the Exhibitor of the terms provisions or conditions of this Agreement.

43. It is expressly agreed that this Agreement in no way constitutes a partnership between the parties hereto.

44. All Stamp Duty if any payable in respect of this Agreement shall be paid by the Exhibitor and the Distributor has the right at any time to stamp this Agreement and to charge the Exhibitor with the amount of Stamp Duty payable thereon and the Exhibitor agrees to pay the same upon demand.

45. Distributor's right to approve or reject this application or any other application signed by the Exhibitor at the same time or any other time is not dependent upon the approval or rejection by the Distributor of such other application or this application.

46. In the event of any other Agreement or Agreements being entered into between the parties hereto at the same time as or during the currency of this Agreement then this Agreement and the said other Agreement or Agreements shall be construed and performed separately and independently of each other.

47. No credit shall be allowed by the Distributor to the Exhibitor by reason of the closing of the said Theatre either on account of holidays or by Government Proclamation or the Act of any Authority either Municipal Local or otherwise.

48. In case the Distributor shall be delayed in or prevented from the performance of this Agreement with respect to any of the films herein specified by reason of Censor rulings, uncleared Australian and/or New Zealand rights late arrival of steamships change of policy of the Distributor change of release date change of the Distributor's yearly season change of title or story or the failure or delay of any prior Exhibitor in returning any films to the Distributor or in forwarding any films to a subsequent Exhibitor or for any reason whatsoever then all claims and/or causes of action for damages therefor or arising therefrom are hereby expressly waived by the Exhibitor. The Distributor however shall have the right at its option of substituting film in lieu of that so censored or not delivered through any of the above causes and the Exhibitor shall screen and/or pay for the full number of films specified herein provided that same are made available by the Distributor. It is expressly agreed that the Distributor at its option shall not be obliged to supply any film under this Agreement which is rejected by the Censor in New Zealand.

49. The Distributor may at its option terminate this Agreement without incurring any liability and without releasing the Exhibitor from damages suffered by the Distributor by reason of the Exhibitor's breach of this Agreement upon the failure or default of the Exhibitor to perform and carry out any of the terms conditions and covenants of this Agreement or upon the bankruptcy or insolvency of the Exhibitor or the appointment of a receiver or liquidator for him.