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| **application form** **theatrical exhibition program**  |

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| **APPLICANT INFORMATION**  |
| **name of applicant company** |  | **name of contact person** **(first name, last name)** |
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| **address of head office** |  |  |  | **e-mail**  |
|       |  |  |  |  |
| **city** |  | **telephone** |
|       |  |  |
| **province** | **postal code** |  | **website of applicant** |  |  |
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| **AMOUNT OF TELEFILM CANADA'S FINANCIAL PARTICIPATION** |
| *Please indicate the amount of the financial participation requested, as established in the* [*List of eligible films and calculator of Telefilm's contribution*](https://telefilm.ca/en/financing/theatrical-exhibition-program) *in Appendix A. This amount will take the form of a non-repayable contribution, subject to compliance with all terms and conditions stipulated in this Application Form.*  |
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| **TERMS AND CONDITIONS OF TELEFILM CANADA'S FINANCIAL PARTICIPATION** |
|  | In order to be eligible for a financial participation under the Theatrical Exhibition Program (the “Program”) of Telefilm Canada (“Telefilm”), the Applicant agrees to respect the following terms and conditions:* The Applicant undertakes to comply with all the requirements set forth in the Program guidelines, including notably the obligation to use Telefilm’s financial participation towards promotional expenses for the theatrical release of Canadian films.
* The Applicant declares that all of the information, declarations, authorizations and guarantees made to Telefilm in this Application Form, its appendices and all communications to Telefilm in connection with the Program are accurate and complete.
* The financial participation granted by Telefilm under this Program will be used by the Applicant to cover the promotional expenses related to the theatrical release of Canadian films (as defined in the Program guidelines) in the Applicant’s theatres over the coming year.
* The financial participation will be paid by way of direct deposit into the bank account specified in Appendix B, subject to confirmation by Telefilm of the Applicant’s eligibility and validation of the amount of the financial participation requested by the Applicant. The Applicant acknowledges that the determination of the financial participation granted under this Program shall be made by Telefilm, in compliance with the Program guidelines, and shall have precedence over any amount initially requested by the Applicant.
* The Applicant acknowledges and accepts that Telefilm shall have the right to examine, take and/or be provided with any other information, report, document or element related to the participation of the Applicant or of a Related Party (as defined below) to the Program, including, but not limited to, information related to the data provided by the Applicant in this Application Form and its appendices, as well as to the use of Telefilm’s financial participation by the Applicant or a Related Party. This audit right by Telefilm shall be exercised, at Telefilm's option, upon reasonable notice to the Applicant: (i) at the Applicant’s place of business or any other place determined by Telefilm after consultation with the Applicant, during normal business hours; and/or ii) by receiving from the Applicant at the office of Telefilm any information or excerpts from documents requested by Telefilm. For the purposes of this document, a Related Party is a related party within the meaning of the *CPA Canada Handbook*, as such definition may be amended, supplemented or replaced from time to time, and as such definition may be adapted by Telefilm.
* If any of the events of default listed below occurs, Telefilm may exercise any or all of the rights and remedies available to it, including, at its discretion and without having to provide notice, the right to reduce the payment or request the repayment of its financial participation, with interest, or to consider the Applicant or a Related Party inadmissible for all Telefilm-administered funds:
	+ any of the representations, guarantees, statements, communications or documents made or provided by the Applicant are false or misleading;
	+ in the event of fraud or gross negligence on the part of the Applicant;
	+ the Applicant fails to fulfill the obligations stipulated herein, notably the obligation to use Telefilm’s financial participation to promote the theatrical release of Canadian films;
	+ the Applicant ceases to do business, makes an assignment for the benefit of its creditors, becomes insolvent or commits an act of bankruptcy;
	+ the Applicant and/or a Related Party breaches or fails to fulfill any of its obligations under any other agreement with Telefilm.
* The Applicant shall pay interest on any overdue payment to Telefilm, with interest on overdue interest, at the Royal Bank of Canada’s prime rate plus two per cent per annum. The interest shall be calculated on the daily balance of the capital and on overdue interest remaining outstanding based on the actual number of days elapsed and on the basis of a year of 365 days (or 366 days in the case of a leap year). This interest shall be compounded monthly and shall be payable monthly, not in advance. Changes in the Royal Bank of Canada’s prime rate shall cause an adjustment to the interest rate referred to above from the first day of each month without the necessity of any notice to the Applicant from Telefilm.
* The Applicant authorizes Telefilm to disclose on its website any and all information pertaining to the Applicant’s application under the Program, such as the Applicant’s name, the amount of Telefilm’s financial participation, etc.
* Any information, in any form, provided, obtained, created or communicated to Telefilm in connection with the Program is subject to the *Access to Information Act* and the *Privacy Act*.
* The Applicant declares that any personal information, as defined by the *Privacy Act,* submitted to Telefilm as part of this Application Form, and at any time in the future, is provided with the consent and knowledge of the individuals concerned.
* The Applicant authorizes Telefilm to discuss and disclose, as part of its activities and in compliance with its mission, any information relating to the application submitted through this Application Form, to the Applicant, and/or to a Related Party to the Applicant, with actual or proposed financial partners, interim financiers, auditors, legal counsel, the NFB, the Canada Media Fund, the Writers Guild of Canada, SARTEC, the Department of Canadian Heritage, CAVCO, the CRTC, other governmental entities or any entity that, in Telefilm’s opinion, is linked to this application, the Applicant or to a Related Party to the Applicant (collectively, the “Entities”). The Applicant further authorizes said Entities to discuss and disclose to Telefilm any information related to any aspect of the above.
* The Applicant authorizes Telefilm to reproduce and distribute internally to its employees and its subcontractors any material submitted at any time in connection with the application made under this Program, on any medium or support, including its servers.
* The Applicant acknowledges that Telefilm will not act as a depositary or be responsible for the holding or return of any material submitted at any time in connection with this Program, and that such material may be destroyed at any time.
* The Applicant shall indemnify and hold Telefilm, its directors, officers and employees harmless from and against any costs, claims or damages, including reasonable legal fees, arising directly or indirectly from the Applicant’s participation in the Program, from a breach or alleged breach by the Applicant of any provision of this Application Form or from the authorized use by Telefilm of any information provided by the Applicant in this Application Form.
* The Applicant shall not assign its rights or delegate its obligations and responsibilities hereunder in whole or in part without the prior written consent of Telefilm. No such assignment shall relieve the Applicant of its obligations hereunder except to the extent that the said obligations are duly performed by the Applicant’s assigns.
* This Application Form and its appendices constitute the entire agreement between the Applicant and Telefilm with respect to the Applicant’s participation in the Program. This agreement is governed by laws of the province of Quebec and the applicable federal laws of Canada.
* The transmission in PDF format of the signed version of this Application Form shall have the same value as transmission of paper version.
* It is the express wish of the parties that this Application Form be drawn up in English. Les parties aux présentes ont expressément exigé que les présentes soient rédigées en langue anglaise.
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**I, the undersigned, hereby declare and solemnly swear that the information provided in this Application Form and its appendices is accurate, true and complete, and agree to comply with all terms and conditions set forth in this Application Form.**

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| **Applicant’s Signature:** |  |
|  | **Duly authorized representative**      |
|  | ***(Please print clearly)*** |
| **Title:** |       |
|  |  |
|  | **Date:** |       |  |       |  |       |  |
|  |  | **Y** |  | **M** |  | **D** |  |

**Please send this Application Form and its appendices by e-mail to: cinemas@telefilm.ca.**

**APPENDIX A**

**LIST OF ELIGIBLE FILMS AND CALCULATOR OF TELEFILM’S CONTRIBUTION**

*Attach a duly completed copy of the Excel document available on Telefilm’s website. Do not convert the file to PDF.*

**APPENDIX B**

**BANKING INFORMATION FOR DIRECT DEPOSIT**

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| Name of banking institution  |  |
| Name or address of branch |  |

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| X | X | X |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  | Branch no. |  | Institution no. |  | Account no. |

*Please submit a specimen cheque indicating your company name and address along with your Application Form.*