**AGREEMENT BETWEEN A CINEMA OWNER AND A COMPANY FOR ADVERTISEMENT BY EXHIBITION OF SLIDE**

 THIS AGREEMENT is made on the……………..day of……………..20……… between Shri ……………..S/o……………..proprietor of……………..Cinema ……………..(hereinafter called the "cinema proprietor") (which expression shall unless it be repugnant to the context or meaning be deemed to mean and include his heirs, legal representatives, administrators and assigns) of the ONE PART and M/s ……………..a partnership firm duly registered under the Partnership Act, 1932 and having its place of business at ........ hereinafter called the advertisers" (which expression shall unless it be repugnant to the context be deemed to mean and include every partner for the time being of the said firm, the survivor or survivors, legal representatives, executors and administrators of the last survivor) of the OTHER PART.

WHEREAS the advertisers are desirous to advertise their products through the cinema slides and for that purpose approached the cinema proprietor for exhibiting their advertisement slide at their cinema namely at……………..city……………...

AND WHEREAS the cinema proprietor has agreed to exhibit the advertiser's slide daily on the terms and conditions hereunder mentioned:

NOW IT IS MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS UNDER:

(1) The cinema proprietor shall exhibit the advertiser's cinema slide at his cinema by projecting the same on its screen for not less than ………….seconds at a time in each show.

(2) The advertisers shall supply the cinema proprietor with a slide admeasuring……..cm by …… cm. containing exclusively matters and things relating to his products, previously approved by the cinema proprietor.

(3) The cinema proprietor shall take every reasonable precaution for the safety and safe custody of the slide, so long as the same remains in his possession, but he shall not be liable to any damage to the slide due to natural wear and tear, heat or defect in the projector. If the slide is damaged during the continuance of this agreement, the cinema proprietor shall report about the damage to the slide, to the advertisers, who shall get the same repaired or replace the same with a new slide.

(4) The advertisers will pay a sum of Rs ……………..to the cinema proprietor per week in advance for the exhibition of the cinema slide. However, if the slide is not exhibited due to any reason, the said payment shall be reduced by a sum of Rs ……………..for each show in which the said slide has not been exhibited .

(5) If the amount of charges payable for the display of slides is not……………..paid in advance as aforesaid the cinema proprietor will not be bound to display the slide until such payment is made.

(6) After the determination of this agreement, the cinema proprietor shall return the slide to the advertisers

(7) The advertisers agree and undertake to indemnify and keep indemnified the cinema proprietor from all claims, demands, damages, losses or costs, which the cinema proprietor may sustain by reason of slide containing any scandalous or defamatory or any other matter which may be injurious or prejudicial to any other person proprietor

(8) If the advertisers fail to make the weekly payment to the cinema proprietor or the advertisers shall become insolvent or compound with their creditors, the cinema proprietor shall be entitled to terminate this agreement without any notice to the advertisers without prejudice to its rights to recover any sum due by the advertisers.

(9) The cinema proprietor may refuse the exhibition of the slide without assigning any reason and without any notice to the advertisers and in such case, the advertisers shall not be liable to any loss or damages caused to them if any.

(10) All disputes and differences of any kind whatsoever arising out of or in connection with the agreement shall be referred to arbitrator and the final decision of an arbitrator to be agreed upon and appointed by both the parties or, in case of disagreement as to the appointment of a single arbitrator to the appointment of two arbitrators, one to be appointed by each party which arbitrators shall appoint third arbitrator who shall act as Presiding Arbitrator. Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be in the discretion of the arbitrator or arbitrators, as the case may be, who may determine the amount thereof, or direct the same to be shared as between the parties and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties.

(11) The stamp duty on this agreement shall be borne by theadvertisers.

 

(12) This agreement shall be executed in duplicate; the original shall be retained by the cinema proprietor and the duplicate by the Advertisers.

(13) This agreement shall remain in force for a period of one year from the date of these presents.

IN WITNESS WHEREOF, the parties have signed these presents and a duplicate hereof, the day and year first hereinabove written.

WITNESSES

 1 Signed and delivered by Shri…………….. the cinema proprietor

2. Signed and delivered by M/s……………..by their managing partner Shri………