

Billing Address

Company name: Lithuanian Film Centre
Address: Z. Sierakausko st. 15
Vilnius, LT-03105
Lithuania
Contact person:
E-mail:

Ref. number: MARKET2026_16
Date: 19/11/2025
Year for invoicing: 2025
Valid during: 2 months
Payment terms: payment due in euros.

Your contact: Clara Huguency / shortfilmmarket@clermont-filmfest.org

Description	Qty	Unit Price (excl. tax)	Total (excl. tax)
8sq.-meters booth	1	2 600,000 €	2 600,00 €
Market screening	1	1 300,000 €	1 300,00 €
		TOTAL (excl. tax.)	3 900,00 €
		VAT (20 %)	780,00 €
		Total price including all taxes	4 680,00 €

Total amount due: four thousand and six hundred eighty euros including all taxes

I have read the terms and conditions below and agree to them without any reservation on behalf of the company.

Date:

Name:

Signature and company stamp:

Email address to which invoice must be sent: info@filmshorts.lt

PREAMBLE

The present general terms and conditions of sale (the "**Agreement**") define the respective modalities and obligations of the association Sauve qui peut le court métrage, domiciled at 6 place Michel-de-L'Hospital, 63058 Clermont-Ferrand and registered under the French business number (SIRET) 323 874 040 00021 (the "**Organiser**"), and of you (the "**Participant**"), in the context of the organisation, structuring and running of the Short Film Market that will take place from 2 to 5 February 2026 at the Gymnase Jean-et-Honoré-Fleury located at rue Abbé-de-L'Épée, 63000 Clermont-Ferrand (the "**Event**"). The Organiser and the Participant will hereinafter be collectively referred to as the "**Parties**" and each, individually as a "**Party**".

The present Agreement constitutes the only arrangement between the Parties and cancels and supersedes any and all prior arrangements between them.

CLAUSE 1 - DEFINITIONS

"**Code of Good Conduct**" designates the document summarising all the Organiser's guidelines for good conduct for the Event opposable to the Participant and is available and freely accessible via the following link: <https://www.lecourt-clermont.org/en/our-commitments/code-of-conduct/>.

"**Agreement**" designates the present arrangement between the Organiser and the Participant, as well as all the appendices and potential amendments.

"**Exhibition Hall**" designates the physical area within the Event where the Booths are located.

"**Event**" designates the Short Film Market taking place between 2 and 5 February 2026 at the Gymnase Jean-et-Honoré-Fleury located rue Abbé-de-L'Épée in Clermont-Ferrand 63000 as stated in the preamble to the Agreement, and the aim of which is to encourage commercial exchanges and cooperation between professionals from the fields of cinema, audiovisual and virtual worlds on the theme of short formats.

"**Exhibitor**" designates the Participant or the associated natural or legal persons that have been accredited by the Organiser to occupy a Booth and/or organise a Market Screening.

"**Organiser**" designates the association Sauve qui peut le Court Métrage, domiciled at 6 place Michel-de-L'Hospital, 63058 Clermont-Ferrand, and registered under the French business number (SIRET) 323 874 040 00021 as stated in the preamble.

"Participant" designates you as the co-contracting party of the Organiser as stated in the preamble of the Agreement.

"Party" designates the Organiser or the Participant considered individually as stated in the preamble of the Agreement.

"Parties" designates the Organiser and the Participant considered collectively as stated in the preamble of the Agreement.

"Market Screening" designates the slot for a promotional screening booked by an Exhibitor for the professionals and taking place during the Event in Georges-Conchon Theater.

"Booth" designates a personal and promotional space, measuring 8 m² minimum, booked by an Exhibitor and made available to them within the Exhibition Hall.

CLAUSE 2 – BOOKING OF A BOOTH AND MARKET SCREENINGS

The Participant shall book the Booth and/or Market Screenings through Ms Clara Hugueneby by email at the following address: shortfilmmarket@clermont-filmfest.org, submitting the 2026 order form before 1 November 2025.

The order form to be returned by the Participant is freely available on the Event website which can be accessed via the following link: <https://www.lecourt-clermont.org/en/promote/promote-on-site/>.

The Organiser has discretionary power over the admissions and bookings of the Participant. In particular, the Organiser has the possibility of rejecting any request for booking if they esteem that the Participant is not in conformity with the Code of Good Conduct or does not respect the legal standards in force.

When the booking has been accepted, the order form constitutes the reference document for the pre-booking of the Booth and/or Market Screenings.

To finalise the booking, the Participant must return the signed quote, provided following the pre-booking, to the Organiser.

The signature of the quote by the Participant implies the full acceptance of the present Agreement by the Parties.

The booking is personal and non-transferable. It thus may not be the subject of any kind of transfer nor be taken advantage of, in any way, by a third party to the Agreement without prior written authorisation from the Organiser.

Once the booking has been finalised, the Participant shall provide the Organiser with all the documents needed to fulfil the present Agreement, notably:

- The "Booth/online delegation" form, duly completed,
- The "List of persons present on the Booth and accreditations" form, duly completed,
- The "Market screening", duly completed if there is to be a Market Screening,
- The "Information on sending DCPs" form, and
- The DCP files for the films if there is to be a Market Screening.

CLAUSE 3 – PRICES AND TERMS OF PAYMENT

The prices regarding the booking of a Booth and Market Screening are those indicated on the 2026 order form.

Once the booking has been finalised, the Organiser shall send an invoice to the Participant for the amount agreed on the 2026 order form. The Participant agrees to pay the invoice in full, without discount, within one month of its receipt.

Any delay in payment of all or part of the invoice shall result for the Participant in a late payment fee calculated in application of the rate in force at the time of receipt of the invoice.

The Participant is informed that the fixed sum that must be paid to the Organiser includes French VAT of 20% when:

- The Participant is a French or foreign natural person,
- The Participant is a French company, and
- The Participant is a foreign company that is non-liable or non-taxable in France.

The Participant is informed that the fixed sum that must be paid to the Organiser does not include French VAT when:

- The Participant is a company domiciled in the European Union, on the condition that the company provides the Organiser with its intra-community VAT number. Where applicable, the Participant shall reverse charge the VAT in their home country, and
- The Participant is a foreign company from outside the European Union, on the condition that the company transmit to the Organiser a tax certificate indicating that they are taxed in their home country.

CLAUSE 4 – CANCELLATION OF THE BOOKING**4.1. Cancellation of the booking by the Participant**

The Participant may ask the Organiser to cancel their booking. All requests for cancellation of a Booth or Market Screening by the Participant must be made by email to the following address: shortfilmmarket@clermont-filmfest.org.

The Participant is informed of, and fully accepts, the following reimbursement modalities:

- If the request for cancellation occurs on or before 30 November 2025, the Participant shall have to pay a fixed and definitive price equivalent to 30% of the invoice issued following the booking, in accordance with clause 2 of the Agreement.
- If the request for cancellation occurs on or before 30 December 2025, the Participant shall have to pay a fixed and definitive price equivalent to 50% of the invoice issued following the booking, in accordance with clause 2 of the Agreement.
- If the request for cancellation occurs after 30 December 2025, the Participant shall owe the Organiser the full amount of the invoice issued following the booking, in accordance with clause 2 of the Agreement.

4.2. Cancellation of the booking by the Organiser

The Organiser has the possibility to cancel any booking made by a Participant that does not comply with the present Agreement, notably the Code of Good Conduct, and as such the Participant may not demand any reimbursement or compensation whatsoever.

CLAUSE 5 – PROVISIONS RELATING TO BOOTHS**5.1. Description of the Booths and location**

The Booths are personal spaces within the Exhibition Hall. They measure 8 m² minimum and have access to electricity for the Exhibitor or Exhibitors.

Booths can be used by one or more Exhibitors on the strict condition that they have obtained prior written authorisation from the Organiser. As such, the Booth booked by the Participant may not be used by any Exhibitor who is not the Participant without the agreement of the Organiser. Should such a request be made to the Organiser, the Participant must provide an exhaustive list with the identity and contact details of the Exhibitor or Exhibitors considered for the Booth.

The Participant shall ensure that all the information regarding the Booth or the Event is communicated to the Exhibitors whose presence has been requested of the Organiser.

The location of the Participant's Booth within the Exhibition Hall shall be attributed in a discretionary manner by the Organiser. However, the Organiser shall make sure that the location of the Booths is attributed taking into account the nature of the activities and the address of the Exhibitor or Exhibitors, the location of the Booth for the Exhibitor or Exhibitors at previous editions of the Event, as well as any technical, organisational and security constraints.

The Organiser has the possibility to change the location of a Booth up until the day before the Event, in which case the Participant will not be entitled to any refund or compensation.

5.2. Assembly, installation, decoration and disassembly of the Booths

The Organiser, or one of their service providers, shall provide the Participant with the technical files for the Booths within a reasonable time period prior to the Event. These files notably give information on the time given to Exhibitors to install and set up, as well as disassemble their Booth space before the Event is opened to the public, and after it has closed.

The Exhibitor must respect all the recommendations indicated in the technical files, notably the times and dates given for finalising their installation, setting up and disassembly.

The Exhibitor is responsible for assembling and disassembling their Booth without the intervention of the Organiser. As such, the Exhibitor must provide all the materials required. The Organiser shall only provide the space for the Booth, the furniture included in the order form and an electricity outlet. The Exhibitor may use a service provider to help assemble and disassemble their Booth. Such service provider must receive prior authorisation from the Organiser on written request from the Exhibitor.

5.3. Use and occupation of the Booths

The Participant and Exhibitors must use and occupy the Booths responsibly and in conformity with the present provisions, notably the Code of Good Conduct, for the entire duration of the Event, as well as during the assembly and disassembly periods.

Neither the Participant nor the Exhibitor may in any case authorise a third party to occupy or benefit from a Booth, either wholly or in part, without prior agreement from the Organiser.

The Participant and its Exhibitors are solely responsible for the surveillance and maintenance of their property on their Booth while the Event is open to the public, as well as during the assembly and disassembly periods. Outside of these time periods, the Organiser shall be responsible for the property in the Booths and shall ensure that it is monitored by a security service.

The Participant and the Exhibitors agree to keep the Booths clean for the entire duration of the Event, and to use them without disturbing others in any way.

The Participant and the Exhibitors shall return the Booths in the same condition as when they were received and in conformity with the information provided in the technical files. Should this not be the case, the Organiser shall invoice the Participant for all the expenses incurred in restoring the Booth to its original condition.

CLAUSE 6 – PROVISIONS RELATING TO MARKET SCREENINGS

The Participant is informed and accepts that the Market Screenings must not exceed a duration of 100 minutes.

The Market Screenings for the Event shall take place in Salle Georges Conchon in conformity with the modalities set out and agreed in the quotation between the Parties.

The Market Screenings may be produced by an Exhibitor on the strict condition that they have obtained prior written authorisation from the Organiser. As such, the Market Screening booked by the Participant may not be produced by an Exhibitor who is not the Participant without the agreement of the Organiser. Should such a request be made to the Organiser, the Participant must provide an exhaustive list with the identity and contact details of the Exhibitor or Exhibitors considered for the Market Screenings.

The Participant shall ensure that all the information regarding the Market Screening or the Event is communicated to the Exhibitors whose presence has been requested of the Organiser.

The Organiser does not promote individually any Market Screening of a Participant or an Exhibitor, but shall carry out the global promotion of all the Market Screenings on its digital communications media.

The Exhibitor or the Participant is responsible for the communication specific to their own Market Screening, as well as the associated invitations.

The Participant or the Exhibitor shall send the Organiser the works for their Market Screening in DCP format, in conformity with the modalities that the Organiser has indicated. The works scheduled for the Market Screenings must be subtitled in English. The Participant is informed that failure to comply with the terms and conditions for the communication of these works, particularly in terms of the deadline set by the Organiser, invalidates any guarantee for the verification of the DCPs.

The Exhibitor must be present during the Market Screening to welcome the audience. The Organiser has planned for staff to accompany the Exhibitor.

CLAUSE 7 – SECURITY, GOOD CONDUCT AND DAMAGES

The Participant and the Exhibitors are required to strictly respect all the safety instructions communicated directly or indirectly by the Organiser or the staff designated for this purpose during the Event.

The Participant and the Exhibitors are also required to strictly respect the Code of Good Conduct.

Should the provisions of the Code of Good Conduct be contrary or contradictory in spirit to the provisions of the Agreement, the latter take precedence. Should there be any discrepancy in interpretation between the Code of Good Conduct and the Agreement, the intent of the Parties as expressed in the Agreement shall prevail. In all cases, the Code of Good Conduct retains its moral and legal value and is thus applicable to the extent that it does not contradict the Agreement.

Any damage caused by a Participant or an Exhibitor, in the context of the Event, shall give rise to an obligation for them to pay repair costs.

The Organiser has the possibility to exclude from the Event, as well as from the assembly and disassembly periods, any person present through a Participant or an Exhibitor and who acts in a way that is contrary to good morals, the Code of Good Conduct, the regulations of the Event, or who presents a direct or indirect risk for the Event, its participants or any property found there.

CLAUSE 8 – TRANSPORT AND MATERIALS

All expenses linked to transport, including customs formalities for the import and export of goods and diverse materials shall be borne by the Exhibitor.

The Exhibitor is solely responsible for the administrative, financial, logistic, technical and organisational aspects of all its transport and materials in the context of the Event.

CLAUSE 9 – PUBLICITY

In addition to the advertising expressly authorised by the Agreement, such as that of the Exhibitor for their own Market Screenings, all advertising at the initiative of a Participant or an Exhibitor is forbidden.

The Participant and its Exhibitors may however advertise their work strictly in the context of their Booth. This advertising must concern only the Participant or the Exhibitor and must respect the guidelines laid out in the technical files for Booths transmitted by the Organiser.

Should the present provisions regarding advertising fail to be respected, the Organiser is entitled to interrupt the advertising and promotional activities of the Participant or Exhibitor, notably by removing any materials used that are in violation of the Agreement. Where applicable, the materials shall be returned to the Participant or the Exhibitor by the Organiser at the end of the Event.

CLAUSE 10 – GUARANTEES AND LIABILITY**10.1. Participant's guarantees**

The Participant guarantees the Organiser that the laws and regulations in force and that are applicable to them shall be applied for the entire duration of the Event, as well as during the assembly and disassembly periods. This guarantee by the Participant is also valid for their Exhibitors accredited by the Organiser.

Should a Booth be used by one or more Exhibitors who are not Participants, the Participant who booked the Booth guarantees the Organiser against any detrimental consequences caused by this Exhibitor or these Exhibitors.

Should a Booth be shared between several Exhibitors, the Participant who booked the Booth guarantees the Organiser against any detrimental consequences caused by this sharing.

The Participant guarantees that they own all the intellectual property rights and all the personality rights necessary for the fulfilment of the present Agreement, notably the exploitation of the works proposed within the Market Screenings and licences granted to the Organiser in clause 12 of the Agreement.

The Participant guarantees that the materials and goods brought into and/or used within the Event comply with the applicable safety standards, particularly in terms of fire, electricity and solidity.

The Participant guarantees that they have third party insurance covering all damage that may result from the Event, notably during the assembly and disassembly periods, or poor fulfilment of the present Agreement.

The Participant guarantees the Organiser that they shall not cause any harm to the Event, either directly or indirectly, through their Exhibitors or by denigrating it, slandering it, or damaging its image.

In any case, the Participant shall protect the Organiser against all damage and financial consequences resulting from breach of the terms of the Agreement, including the guarantees outlined above.

10.2. The Organiser's guarantees

The Organiser guarantees the Participant undisturbed enjoyment of the Booth and the Market Screening during the Event.

The Organiser guarantees that they shall make every effort to ensure the proper general installation and smooth running of the Event.

The Organiser guarantees the proper implementation of all the legal standards and regulations applicable to the Event, and ensures it holds all the administrative authorisations necessary for it to run.

The Organiser guarantees that they have insurance against the risks of fire and water damage for the duration of the Event. However, the Participant is duly informed that this insurance does not include all the material and furniture present at the Event.

CLAUSE 11 – CANCELLATION OF THE EVENT

In the case of cancellation because of *force majeure* as defined by French jurisprudence, the Organiser shall inform the Participant without delay and shall reimburse the totality of the sums paid in conformity with clause 3 of the Agreement.

CLAUSE 12 – INTELLECTUAL PROPERTY

12.1. Copyright licence for the works broadcast in the Market Screenings

The Participant grants the Organiser a copyright licence for all the works broadcast in the context of the Market Screenings. The licence is valid starting from the signature of the Agreement and until the end of the Event. It only includes:

- The right to reproduce all the works by the Participant or their Exhibitors used for the Market Screenings by all means and processes known or unknown to date, with the sole aim of ensuring their proper broadcast during the Market Screenings, and
- The right to represent all the works by the Participant or their Exhibitors used for the Market Screenings by all means and processes known or unknown to date, with the sole aim of ensuring their proper broadcast during the Market Screenings.

The Participant also authorises the Organiser to give sub-licences to the present licence out to third parties of their choice in the strict limits of the present provisions.

12.2. Trademark rights licence for the Participant and their Exhibitors

The Participant grants the Organiser a user licence for all the trademarks of the Participant and their Exhibitors. The licence is valid starting from the signature of the Agreement and until the end of the Event. The licence covers only the right to represent and reproduce by all means and processes known or unknown to date, or to have represented or reproduced by a third party designated in a discretionary manner by the Organiser, the trademarks of the Participant and their Exhibitors in the context of the organisation, publicity, running and promotion of the Event.

CLAUSE 13 – IMAGE RIGHTS

The Participant grants the Organiser permission to record, represent and reproduce the image and voice, by all means and processes known or unknown to date, of all the natural persons present at the Event on behalf of the Participant, including notably their employees, managers and service providers, as well as the employees, managers and service providers of their Exhibitors. This permission is valid worldwide, starting from the date of signature of the Agreement and for a period of one year starting from the end of the Event. It will only be valid for the organisation, running, publicity and promotion of the Event.

CLAUSE 14 – PERSONAL DATA

In the context of the fulfilment of this Agreement, the Organiser is required to process the personal data of the Participant or their Exhibitors when they are natural persons, or the employees and managers of the Participant or their Exhibitors when they are legal persons.

To this end, the Organiser expressly informs the Participant of the information below. When the Participant is a legal person, they are obliged to transmit this information to their employees and managers, as well as to the employees and managers of their Exhibitors.

- Identity and contact details of the Organiser:

Registered company name: Sauve qui peut le court métrage

Corporate form: Association

French business number (Siret): 323 874 040 00021

Registered office: 6 place Michel-de-L'Hospital, 63058 Clermont-Ferrand

Email: shortfilmmarket@clermont-filmfest.org

- Purposes of the processing and legal basis:

Personal data shall be processed for the signature and fulfilment of the Agreement, as well as for all the administrative and legal measures associated with it. The legal basis for this processing is the fulfilment of the pre-contractual and contractual measures.

- Recipients or categories of recipients of the data:

In addition to the Organiser's internal departments, the data shall only be given to service providers essential to the fulfilment of the Agreement when strictly necessary, as well as to the Organiser's external accounting and legal departments when that is also strictly necessary.

- Data retention period:

The data shall be kept throughout the duration of the Agreement and, for the data essential for the Organiser to fulfil their legal obligation to retain invoices only, for 10 years starting from the end of this period.

- Rights of data subjects:

The Participant, or their employees and managers, as well as the Exhibitor, or their employees and managers, have a right of access to their data, the right to rectify and erase this data, the right to restrict the processing of this data, as well as the right to object and the right to the portability of this data. The Participant, or their employees and managers, as well as the Exhibitor, or their employees and managers, also have the right to lodge a complaint with the French National Commission for Information and Technology Freedoms (Commission Nationale de l'Informatique et des Libertés, CNIL).

- Information on the requirement to provide the data:

Provision by the Participant of the data processed is essential for the signature and fulfilment of the Agreement. Failure to provide and process this data would entail the impossibility of fulfilling the services set out in the Agreement.

CLAUSE 15 – TERMINATION

In the event of non-fulfilment, imperfect fulfilment or late fulfilment of the Agreement by one of the Parties, the other Party has the possibility to unilaterally terminate this Agreement, subject to prior formal notice that has remained unsuccessful for one (1) month.

In the event of termination as a result of non-fulfilment, imperfect fulfilment or late fulfilment by the Participant, all sums due under the financial terms of the Agreement shall remain payable in full to the Organiser.

CLAUSE 16 – INDEPENDENCE OF THE PROVISIONS

The provisions of the present Agreement are independent.

The Parties agree that in the event that any provision in the present Agreement is deemed unwritten or invalidated by a final court ruling, the validity and effectiveness of the other provisions shall remain unaffected.

CLAUSE 17 – GOVERNING LAW AND JURISDICTION

The Parties agree that the present Agreement is subject to French law.

Following an unsuccessful attempt at an amicable resolution of a dispute, the Parties agree that the courts in Clermont-Ferrand shall have exclusive jurisdiction over all disputes concerning the negotiation, setting up, fulfilment or termination of this Agreement.