



54 Film Fest Middle TN Team Leader Agreement

This is an agreement between _____ (“Team Leader”), representing the film team known as _____ (“Team”), and the 54FilmFest Middle TN (“54FilmFest”), with respect to Team Leader’s and Team’s involvement in the 54FilmFest Middle TN and creation of a short film or video (the “Film”) pursuant to the terms below. Team Leader hereby agrees on behalf of him/herself and Team to take part in the 54FilmFest Middle TN (“Project”), being produced by the 54FilmFest.

(1) Team Leader has read, and agrees on behalf of him/herself and Team to abide by, the “Filmmaking Rules” and the “Competition Rules” (collectively “Official Rules”) of the project, the terms of which are available at www.54filmfest.com, and by reference made a part hereof. It is understood that 54FilmFest reserves the right to disqualify from screening or exhibition and remove from consideration for awards and prizes any films/videos, which do not adhere to the Official Rules.

(2) Team Leader hereby understands that he/she is responsible for all crew, cast, equipment, sets, locations, and other items necessary for participating in the Project, and all costs, expenses, damages and claims related thereto. 54FilmFest is providing the event and guidelines in which the Team Leader is taking part; a screening opportunity for all qualifying films/videos; and a prize for the Project winner.

(3) Team Leader hereby affirms that he/she will secure all rights (including without limitation copyrights) in and to all material included in the Film, including without limitation any and all images, photographs, performances, appearance(s) by any person(s), sounds, soundtrack and music (including without limitation compositions, recordings and performances). In no manner limiting the foregoing, Team Leader will obtain a signed Talent Release from all persons appearing in the Film, a signed Liability Waiver from all cast and crew, a signed Music Release from all persons or entities providing music, and a signed Location Release for all locations used in the Film. Team Leader represents and warrants that he/she (a) is free to enter into this Agreement, (b) that, except with regard to 54FilmFest’s rights as set forth herein, Team Leader is the sole copyright holder in and to the Film; and (c) the Film does not to the best of Team Leader’s knowledge (including what Team Leader should know or have known in the exercise of reasonable prudence) violate the copyright of any person or entity, or defame or infringe upon any rights of any kind of, including the right of privacy, of any person or entity.

(4) Team Leader hereby agrees to indemnify, defend, and hold harmless 54FilmFest, its owners, officers, directors, shareholders, employees, licensees, partners and assigns (collectively “Indemnified Parties”) from any and all claims, costs, damages, expenses and liabilities including without limitation attorneys’ fees (collectively “Claims”) arising from the creation, production, use, exhibition, promotion, marketing, merchandising, or other exploitation of the Film by the Indemnified Parties and/or any of them, Team Leader, Team and/or any member thereof (including without limitation Claims for negligence and other torts, unauthorized use of likeness, invasion of right of privacy, publicity or personality, defamation, fraud, infringement of copyright and/or trademark, and breach of contract), and for any breach by Team Leader of any representation, warranty or obligation of Team Leader hereunder.

(5) Team Leader grants to 54FilmFest Middle TN the following non-exclusive rights to the Film: to copy, screen, show, exhibit, telecast, broadcast, advertise, market, exploit, and disseminate the Film and/or any portion thereof throughout the universe in perpetuity, via any medium and in any manner whether now known or hereafter invented, including but not limited to theatrical, television (including without limitation all forms of broadcast, cable, Video on Demand (VOD) and digital television), DVD/home video/videogram (including any videogram successor), Internet distribution and any means of digital download, and to sell, license and/or assign any or all of the foregoing rights to any third party. In no matter limiting the foregoing, 54FilmFest Middle TN shall have the right to use the Film and any portion thereof to advertise, promote, publicize the 54FilmFest and/or any sponsor thereof in any manner and via any medium at 54FilmFest Middle TN’s sole discretion.

(6) Team Leader agrees that should 54FilmFest Middle TN license, sell, or otherwise assign (“license”) any rights in the Film to a third party licensee, the Team Leader shall be entitled to a percentage of net proceeds as to be determined, with the following exceptions: (a) Sponsor License: In the event the licensee of the Film or Collection is a sponsor of 54FilmFest Middle TN (“Sponsor”) as determined by 54FilmFest Middle TN, 54FilmFest Middle TN will retain 100% of all proceeds, if any, from any such license. (b) Official 54FilmFest Middle TN DVD or Related Compilation: If the entire Film is included on a 54FilmFest DVD or related compilation, Team Leader will receive a pro rata share of 50% of net proceeds received by 54FilmFest Middle TN when more than 2,500 DVDs are sold. Pro ration will be dependent upon number of films included on said compilation.

54FilmFest Middle TN’s net proceeds for the purposes of this paragraph 6 shall be defined, computed, paid and accounted for pursuant to 54FilmFest’s standard definition, which shall include allowances for the deduction from gross receipts, 54FilmFest’s

customary deductions including, without limitation, distribution fees, distribution expenses, and overhead. 54FilmFest shall make semi-annual reports to Team Leader, provided, however, that 54FilmFest need not issue a report if Team Leader has not accumulated revenue to report. 54FilmFest shall issue semiannual payments if a Team Leader's total revenue exceeds \$25.

(7) Team Leader hereby acknowledges that participation in the 54FilmFest Middle TN is without remuneration or monetary compensation whatsoever. The consideration for participating in the project is the screening of Participant's completed film/video at the conclusion of the Project; and the possibility, although not the obligation by 54FilmFest, for future screenings and distribution; and the opportunity for publicity or exposure for being a participant.

(8) Team Leader acknowledges that, in the event of any breach by 54FilmFest or any third party, the damage, if any, caused to Team Leader thereby will not be irreparable or otherwise sufficient to entitle Team Leader to seek injunctive or other equitable relief. Team Leader's rights and remedies in such event will be strictly limited to the right, if any, to recover compensatory (but not punitive or consequential) damages in an action at law, and Team Leader will have neither the right to rescind or terminate this agreement or any of 54FilmFest's rights hereunder, nor the right to enjoin the exhibition or other exploitation of the Film or any subsidiary or allied rights with respect thereto.

(9) Team Leader may not assign this Agreement or any of its obligations hereunder without 54FilmFest's prior written consent. 54FilmFest Middle TN may freely assign any and all rights and obligations under this Agreement in whole or in part to any other party. Team Leader acknowledges and agrees that Team Leader is not an employee or agent of 54FilmFest for any purpose, including all tax obligations, but that the parties are contractors independent of one another.

(10) Team Leader hereby acknowledges that a "Making of the 54 Hour Film Festival" (the "Documentary") may be shot during the 54 Hour Film Festival and hereby agrees to allow camera crews to tape his/her team during any production stage of the project; and further agrees to immediately provide to the 54FilmFest a signed release for each of his/her participating cast and crew members, using the attached "Release" (Exhibit A). 54FilmFest has no obligation whatsoever to produce or exhibit the Documentary, however.

(11) 54FilmFest will not be liable for any special, indirect or consequential damages, without limitation, damages arising under any Claim or cause of action, including contract, warranty, strict liability or tort, whether or not 54FilmFest has been advised of the possibility of such damages. Furthermore, it is understood that 54FilmFest's total liability for any Claims and/or causes of action shall not exceed, and is limited to, the total amount paid to 54FilmFest in entry fees by Team Leader under this agreement. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy.

(12) This agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

Agreed to and Accepted By:

Signature: _____ (Team Leader)

Name: _____ (please print)

Date: _____ Address: _____

Phone: _____ Email: _____

If Signatory is under 18:

I represent and warrant that I am the parent or guardian of the minor whose name appears above, that I have read and approve of the foregoing Agreement, and consent to its execution by my child/ward.

Signature of Parent or Guardian Printed Name Date

Address