

# FIVE DAY FILM FESTIVAL PARTICIPATION AGREEMENT

This is an agreement between \_\_\_\_\_ (“Team Leader”), representing the film team known as \_\_\_\_\_ (“Team”), and the Communicating Arts Production Group of Montgomery County Community College (“CAPG”), with respect to the Team Leader’s and Team’s involvement in the Five Day Film Festival 2016 and creation of a short film or video (the “Film”) pursuant to the terms below. The Team Leader hereby agrees on behalf of him/herself and Team to take part in the Five Day Film Festival 2016 (“The Festival”) being produced by CAPG and scheduled to take place from October 20-25, 2016.

(1) The 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 festival, the terms of which are available at [www.fivedayfilmfestival.com/rules.html](http://www.fivedayfilmfestival.com/rules.html), and by reference made a part hereof. It is understood that CAPG 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) The Team Leader hereby understands that he/she is responsible for all crew, cast, equipment, sets, locations, and other items necessary for participating in The Festival, and all costs, expenses, damages and claims related thereto. CAPG 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) The Team Leader 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, The 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. The Team Leader represents and warrants that he/she (a) is free to enter into this Agreement, (b) that, except with regard to CAPG’s rights as set forth herein, The Team Leader is the sole copyright holder in and to the Film; and (c) the Film does not to the best of The Team Leader’s knowledge (including what The 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, off any person or entity.

(4) The Team Leader hereby agrees to indemnify, defend, and hold harmless CAPG, its members, officers, advisors, licensees 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, The 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 The Team Leader of any representation, warranty or obligation of The Team Leader hereunder.

(5) The Team Leader and CAPG will jointly own, as co-authors, the copyright in and to the Film, and hereby agree to the following division of rights:

From the date The Team Leader submits his/her film to The Festival and continuing in perpetuity:

(a) CAPG and The Team Leader shall each have the following non-exclusive rights: 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. In no manner limiting the foregoing, CAPG shall have the right to use the Film and any portion thereof to advertise, promote and publicize the The Five Day Film Festival and/or any sponsor thereof in any manner and via any medium at CAPG’s sole discretion.

(b) In addition to the above listed rights, The Team Leader shall have the exclusive right to sell or assign any or all rights to the film to any third party with the exception that CAPG will retain the above mentioned non-exclusive rights.

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

(7) The Team Leader acknowledges that, in the event of any breach by CAPG or any third party, the damage, if any, caused to The Team Leader thereby will not be irreparable or otherwise sufficient to entitle The Team Leader to seek injunctive or other equitable relief. The 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 The Team Leader will have neither the right to rescind or terminate this agreement or any of CAPG'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.

(8) The Team Leader acknowledges and agrees that The Team Leader is not an employee or agent of CAPG for any purpose, including all tax obligations, but that the parties are contractors independent of one another.

(9) The Team Leader hereby acknowledges that a "Making of the Five Day Film Festival" (the "Documentary") may be shot during the The 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 CAPG a signed release for each of his/her participating cast and crew members. CAPG has no obligation whatsoever to produce or exhibit the Documentary, however.

(10) CAPG 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 CAPG has been advised of the possibility of such damages. Furthermore, it is understood that CAPG's total liability for any Claims and/or causes of action shall not exceed, and is limited to, the total amount paid to CAPG in entry fees by The Team Leader under this agreement. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy.

(11) This agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania, without any reference to its conflicts of laws provisions.

Agreed to and Accepted By:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

(The Team Leader)

Name: \_\_\_\_\_

(please print)

Address: \_\_\_\_\_

CAPG

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

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.

\_\_\_\_\_  
Date: \_\_\_\_\_

Signature of Parent or Guardian

Name: \_\_\_\_\_

(please print)

Address: \_\_\_\_\_