

Filmulate Festivals Team Captain's Agreement

This is an agreement between _____ ("Team Captain"), representing the film team known as _____ ("Team"), and the Filmulate Festivals.

("FF"), with respect to Team Captain's and Team's involvement in the Filmulate Festivals creation of a short film or video (the "Film") pursuant to the terms below. Team Captain hereby agrees on behalf of him/herself and Team to take part in the Filmulate Festivals being produced by the FF and scheduled to take place on the date below. Extension for completion may be placed into effect.

(1) Team Captain agrees on behalf of him/herself and Team to abide by safety regulations in producing the film.

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

(3) Team Captain is responsible for securing agreement of all cast and crew and communication of this document to all cast and crew. This document identifies Team Captain as full point of contact should any matters arise. Additional documents and waivers may be completed for individual cast and crew members should the Team Captain see fit.

(4) Team Captain 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 Captain 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 Captain represents and warrants that he/she (a) is free to enter into this Agreement, (b) that, except with regard to FF's rights as set forth herein, Team Captain is the sole copyright holder in and to the Film; and (c) the Film does not to the best of Team Captain's knowledge (including what Team Captain 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.

(5) Team Captain hereby agrees to indemnify, defend, and hold harmless FF, 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 Captain, 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 Captain of any representation, warranty or obligation of Team Captain hereunder.

(6) Team Captain will retain the ownership of submitted film.

(a) Team Captain shall have the following rights: If the film is not in consideration for inclusion on any possible feature distribution,

(i) to enter the Film in film festivals & competitions; (ii) to screen the Film at local film events; (iii) to stream the Film or any portion thereof for free on Team Captain's personal website or for free on any third party website for Internet viewing, provided that the Film or portion thereof as so streamed contains an initial full screen title card with FF Logo (iv) to distribute the

film for free via DVD; (v) to use the Film on a professional reel to promote Team Captain, Team or any Team member.

(b) FF shall have the right to use submitted film to promote future FF's in any form of broadcast.

(7) Team Captain hereby acknowledges that participation in the Filmulate Festivals is without remuneration or monetary compensation whatsoever. The consideration for participating in the challenge is the screening of participant's completed film/video at the provided screening festival; and the possibility, although not the obligation by FF, for future screenings and distribution; and the opportunity for publicity or exposure for being a participant.

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

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

10) If the entered film is in consideration for possible feature distribution, the team captain is responsible to share any compensation garnered through distribution amongst members of their team as they see fit. FF will only communicate with team leader regarding distribution and any financial reward. In this case, further agreement and documentation will be required.

11) Profit sharing will be in the means of equal ratio to amount of successful films included in possible feature distribution. FF will act as production company and be fully responsible creatively and functionally in order to complete and make film available as it sees fit.

Agreed to and Accepted By:

Signature: _____
(Team Captain)

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

Please return to info@filmulate.com