

Wakefield Flash Film Festival Team Leader's Agreement

This is an agreement between _____ ("Team Leader"), representing the film team known as _____ ("Team"), and the Wakefield Flash Film Festival, ("WFFF"), with respect to Team Leader's and Team's involvement in the Wakefield Flash Film Festival 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 Wakefield Flash Film Festival ("Project"), being produced by WFFF and Wakefield Community Access Television (WCAT) and scheduled to take place from _____ to _____.

(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 http://www.wakefieldflashfilmfestival.com/For_Filmmakers/Rules/rules.html. and by reference made a part hereof. It is understood that WFFF 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. WFFF 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 WFFF's and/or WCAT'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 WFFF, WCAT, its owners, officers, directors, shareholders, employees, 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, 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 and WFFF 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 Team Leader submits his/her film to the WFFF and continuing until February 28, 2010 ("End Date"):

(a) Team Leader shall have the following non-exclusive, non-assignable rights:

(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 Leader's personal website or for free on any third party website for Internet viewing, (iv) to distribute the film for free via DVD; (v) to use the Film on a professional reel to promote Team Leader, Team or any Team member; and (vi) any other use agreed to in writing by WFFF.

(b) WFFF shall have the following rights, which, except for the limited rights of Team Leader as set forth above, shall be exclusive to WFFF: 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 manner limiting the foregoing, WFFF shall have the right to use the Film and any portion thereof to advertise, promote and publicize the Wakefield Flash Film Festival and/or any sponsor thereof in any manner and via any medium at WFFF's sole discretion.

6) Team Leader hereby acknowledges that participation in the Wakefield Flash Film Festival 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 WFFF, for future screenings and distribution; and the opportunity for publicity or exposure for being a participant.

(7) Team Leader acknowledges that, in the event of any breach by WFFF 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 WFFF'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) Team Leader may not assign this Agreement or any of its obligations hereunder without WFFF's prior written consent. WFFF 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 WFFF or WCAT for any purpose, including all tax obligations, but that the parties are contractors independent of one another.

(9) Team Leader hereby acknowledges that a "Making of the Wakefield Flash Film Festival" (the "Documentary") may be shot during the official time period, and hereby agrees to allow camera crews to tape his/her team during any production

(10) Team Leader may not assign this Agreement or any of its obligations hereunder without WFFF's prior written consent. WFFF 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 WFFF or WCAT for any purpose, including all tax obligations, but that the parties are contractors independent of one another.

(11) Team Leader hereby acknowledges that a "Making of the Wakefield Flash Film Festival" (the "Documentary") may be shot during the official time period, 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 WFFF a signed release for each of his/her participating cast and crew members, using the attached "Release" (Exhibit A). WFFF has no obligation whatsoever to produce or exhibit the Documentary, however.

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

Agreed to and Accepted By:

Signature: _____
(Team Leader)

Name: _____
(please print)

Date:

Address:

Wakefield Flash Film Festival
C/o WCAT
24 Hemlock Road
Wakefield, MA 01880

By: _____

Its:

Date: _____

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

Address

