

66 Hour Digital Shootout Team Leader's Agreement

This is an agreement between _____ ("Team Leader"), representing the film team known as _____ ("Team"), and Gallup Film Foundation, LLC, ("GFF"), with respect to Team Leader's involvement in the 66 Hour Digital Shootout 2018 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 66 Hour Digital Shootout 2018 ("Project"), _____ to _____, 2018.

- (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 gallupfilmfoundation.com/rules, and by reference made a part hereof. It is understood that GA 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. GFF is providing the event and guidelines in which the Team Leader is taking part; a screening opportunity for all qualifying films/videos; and prizes for the Project winners.
- (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 Waiver and Release Form from all cast and crew, a signed Music Release from all persons or entities providing music (if applicable), 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 GFF'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 to privacy, of any person or entity.
- (4) Team Leader hereby agrees to indemnify, defend, and hold harmless GFF, 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 the GFF exclusive rights to the film, in accordance with the following:

From the date Team Leader submits his/her film to GFF and continuing until December, 2018 ("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, provided that the Film or portion thereof as so streamed contains an initial full screen title card stating "This Film was created for the 66 Hour Digital Shootout (or other language as may be designated by GFF); (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 GFF.
 - (b) GFF shall have the following rights, which, except for the limited rights of Team Leader as set forth above, shall be exclusive to GFF: 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, GFF shall have the right to use the Film and any portion thereof to advertise, promote and publicize the 66 Hour Digital Shootout and/or any sponsor thereof in any manner and via any medium at GFF's sole discretion.
- (6) Upon the End Date GFF's rights as set forth above at paragraph (5)(b) shall become non-exclusive, and shall be

owned and shared equally by both Team Leader and GFF in perpetuity.

Team Leader shall not at any time (whether before or after the End Date) assign or license any rights in and/or to the Film to any third party without the prior written permission of GFF and GFF shall not assign or license any rights in and/or to the Film to any third party which would preclude Team Leader from exercising its rights in and/or to the Film as set forth above at Paragraph 5(a) and/or in this paragraph (as applicable), without the written permission of Team Leader.

(7) Team Leader hereby acknowledges that participation in the 66 Hour Digital Shootout 2018 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 GFF, 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 GFF 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 GFF'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.

Agreed to and Accepted By:

Signature: _____
(Team Leader)

Name: _____
(please print)

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 Printed Name Date
Address: _____ Phone: _____ Email: _____

(9) Team Leader may not assign this Agreement or any of its obligations hereunder without GA's prior written consent. GFF 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 GFF 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 66 Hour Digital Shootout" (the "Documentary") may be shot during the 66 Hour Digital Shootout, 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 GFF a signed release for each of his/her participating cast and crew members, using the attached "Release". GFF has no obligation whatsoever to produce or exhibit the Documentary, however.

(11) GFF 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 GFF has been advised of the possibility of such damages. Furthermore, it is understood that GFF's total liability for any Claims and/or causes of action shall not exceed, and is limited to, the total amount paid to GFF 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 internal laws of New Mexico, without any reference to its conflicts of laws provisions.

Gallup Film Foundation, LLC

201 E. Hwy 66, Gallup, NM, 87301/ POB 2906, 87305

By: _____

Its: _____