

GIG HARBOR FILM FESTIVAL
2019 72 HOUR FILM COMPETITION
TEAM LEADER AGREEMENT

This is an agreement between _____ ("Team Leader"), representing the film team known as _____ ("Team"), and the GIG HARBOR 72 HOUR FILM COMPETITION (GH72FC) presented by Gig Harbor Film Festival (GHFF), with respect to Team Leader's and Team's involvement in the GH72FC 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 GH72FC, being scheduled to take place from March 14, 2019 to March 17, 2019.

(1) Team Leader has read and agrees on behalf of him/herself and team members to abide by, the "72-Hour Film Competition Rules" (Official Rules) of the project, by reference made a part hereof. It is understood that GH72FC 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 GH72FC, and all costs, expenses, damages and claims related thereto. GH72FC 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 winners.

(3) Team Leader hereby affirms that he/she will secure all rights in and to all material included in the Film, including without limitation copyrights and any and all images, photographs, performances, appearance(s) by any person(s), sounds, soundtrack and music (including compositions, recordings and performances). In no manner limiting the foregoing, Team Leader will obtain a signed Talent Release and 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 GHFF'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 should 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 GH72FC and GHFF, its members, officers, directors, 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 will own the copyright in and to the Film, and hereby agrees to the following granting of rights to begin the date Team Leader submits his/her film to the GH72FC and continuing until December 31, 2019 ("End Date"). GHFF shall have the following rights, which shall be exclusive to GHFF: to copy, screen, show, exhibit, telecast, broadcast, advertise, market, exploit, and disseminate the Film and/or any portion thereof throughout the universe until the End Date, via any medium and in any manner whether now known or hereafter invented as part of, and in conjunction with, activities supporting GH72FC. In no manner limiting the foregoing, GHFF shall have the right to use the Film and any portion thereof to advertise, promote and publicize the GH72FC and/or any sponsor thereof in any manner and via any medium at GHFF's sole discretion.

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(6) Team Leader hereby acknowledges that participation in the GH72FC is without remuneration or monetary compensation whatsoever, other than the prizes stated in the Official Rules. The additional consideration for participating in the GH72FC is the screening of Participant's completed film/video at the conclusion of the GH72FC; and the possibility, although not the obligation by GHFF, 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 GHFF 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 GHFF'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 GHFF's prior written consent. Team Leader acknowledges and agrees that Team Leader is not an employee or agent of GHFF for any purpose, including all tax obligations, but that the parties are contractors independent of one another.

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

(10) This agreement shall be governed by and construed in accordance with the internal laws of the state of Washington, without any reference to its conflicts of laws provisions, and all claims must be resolved in the courts located in Pierce County, Washington.

Agreed to and Accepted By:

Signature: _____
Gig Harbor 72 Hour Competition (Team Leader)

Name (please print): _____ Date: _____

Address: _____

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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/Guardian: _____

Name (please print): _____ Date: _____

Address: _____

Email: _____