

**GIG HARBOR FILM FESTIVAL**  
**2020 YOUTH FILM COMPETITION**  
**FILMMAKER AGREEMENT**

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This is an agreement between \_\_\_\_\_ ("Filmmaker"), representing the production team known as \_\_\_\_\_ ("Team"), and the GIG HARBOR YOUTH FILM COMPETITION (GHYFC) presented by Gig Harbor Film Festival (GHFF), with respect to Filmmaker's and Team's involvement in the GHYFC and creation of a short film or video (the "Film") pursuant to the terms below. The Filmmaker hereby agrees on behalf of him/herself to take part in the GHYFC, with shooting to be completed and submitted by April 30, 2020.

(1) Filmmaker has read and agrees on behalf of him/herself and any team members to abide by, the "2020 Youth Film Competition Rules" (Official Rules) of the project, by reference made a part hereof. It is understood that GHYFC 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) Filmmaker hereby understands that he/she is responsible for all crew, cast, equipment, sets, locations, and other items necessary for participating in the GHYFC, and all costs, expenses, damages and claims related thereto. GHYFC is providing the event and guidelines in which the Filmmaker is taking part; an online screening opportunity for all qualifying films/videos; and prizes for the winners.

(3) Filmmaker 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, Filmmaker 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. Filmmaker 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, Filmmaker is the sole copyright holder in and to the Film; and (c) the Film does not to the best of Filmmaker's knowledge (including what Filmmaker 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) Filmmaker hereby agrees to indemnify, defend, and hold harmless GHYFC and GHFF, its members, officers, directors, employees, volunteers, 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, Filmmaker 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 Filmmaker of any representation, warranty or obligation of Filmmaker hereunder.

(5) Filmmaker will own the copyright in and to the Film, and hereby agrees to the following granting of rights to begin the date Filmmaker submits his/her film to the GHYFC. GHFF shall have the following rights: 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 GHYFC. 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 GHYFC and/or any sponsor thereof in any manner and via any medium at GHFF's sole discretion.

(7) Filmmaker hereby acknowledges that participation in the GHYFC is without remuneration or monetary compensation whatsoever, other than the prizes stated in the Official Rules. The additional

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consideration for participating in the GHYFC is the online screening of Participant’s completed film/video at the conclusion of the GHYFC; 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.

(8) Filmmaker acknowledges that, in the event of any breach by GHFF or any third party, the damage, if any, caused to Filmmaker thereby will not be irreparable or otherwise sufficient to entitle Filmmaker to seek injunctive or other equitable relief. Filmmaker’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 Filmmaker 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.

(9) Filmmaker may not assign this Agreement or any of its obligations hereunder without GHFF’s prior written consent. Filmmaker acknowledges and agrees that Filmmaker 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.

(10) 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.

(11) 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: \_\_\_\_\_  
(Filmmaker)

Name (please print): \_\_\_\_\_ Date: \_\_\_\_\_

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

**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. As parent or guardian, I also understand that while I may be supportive of the project, the technical and creative work MUST be done by the youth filmmaker alone.

Signature of Parent/Guardian: \_\_\_\_\_

Name (please print): \_\_\_\_\_ Date: \_\_\_\_\_

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

Email: \_\_\_\_\_