

48 Hour Film Project Team Leader's Agreement

This is an agreement between _____ ("Team Leader"), representing the film team known as _____ ("Team"), and the 48 Hour Film Project, Inc., ("48HFP"), with respect to Team Leader's and Team's involvement in the 48 Rizzle Reformat Project and reformatting of a short film or video (the "Entry") pursuant to the terms below. Team Leader hereby agrees on behalf of him/herself and Team to take part in the 48 Rizzle Reformat Project ("Project"), being produced by the 48HFP and scheduled to take place from October 28 to December 31, 2020.

(1) Definition. An "Entry" in the 48 Rizzle Reformat Project will refer exclusively to a short film or video originally created for the 48 Hour Film Project which the team leader or his/her designee is reformatting to meet format requirements for Rizzle. Rights to the original short film or video are not affected by this document or participation in the 48 Rizzle Reformat Project.

(2) 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 www.48hourfilm.com, and by reference made a part hereof. It is understood that 48HFP reserves the right to disqualify from the Project and remove from consideration for awards and prizes any Entry which does not adhere to the Official Rules.

(3) Team Leader hereby affirms that he/she has secured all rights (including without limitation copyrights) in and to all material included in the Entry, 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 has obtained a signed Waiver and Release Form 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 Entry. Team Leader represents and warrants that he/she (a) is free to enter into this Agreement, (b) that, except with regard to 48HFP's rights as set forth herein, Team Leader is the sole copyright holder in and to the Entry; and (c) the Entry 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, including the right of privacy, of any person or entity.

(4) Team Leader hereby agrees to indemnify, defend, and hold harmless 48HFP, its owners, officers, directors, shareholders, employees, licensees, partners, including Rizzle, 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 Entry 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 48HFP exclusive rights to the Entry from the date Team Leader submits his/her Entry to the 48HFP and continuing through June 30, 2021. The 48HFP shall have the following rights, which shall be exclusive to 48HFP and its partner, Rizzle,: to copy, screen, show, exhibit, telecast, broadcast, advertise, market, exploit, and disseminate the Entry 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, 48HFP shall have the right to use the Entry and any portion thereof to advertise, promote and publicize the 48 hour Film Project and/or any sponsor thereof in any manner and via any medium at 48HFP's sole discretion.

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(6) Team Leader hereby acknowledges that participation in the 48HFP Rizzle Invitational is without remuneration or monetary compensation whatsoever. The consideration for participating in the project is the showing the of Participant's completed Entry on Rizzle, and the opportunity for the Entry to be selected to win a prize.

(7) Team Leader acknowledges that, in the event of any breach by 48HFP 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 48HFP's rights hereunder, nor the right to enjoin the exhibition or other exploitation of the Entry or any subsidiary or allied rights with respect thereto.

(8) Team Leader may not assign this Agreement or any of its obligations hereunder without 48HFP's prior written consent. 48HFP 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 48HFP for any purpose, including all tax obligations, but that the parties are contractors independent of one another.

(9) 48HFP 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 48HFP has been advised of the possibility of such damages. Furthermore, it is understood that 48HFP's total liability for any Claims and/or causes of action shall not exceed, and is limited to, the total amount paid to 48HFP 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 District of Columbia, without any reference to its conflicts of laws provisions.

Agreed to and Accepted By:

Signature: _____
(Team Leader)

Name: _____
(please print)

Date: _____

Address: _____

Phone: _____

Email: _____

48 Hour Film Project
PO Box 40008, Washington DC 20016

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

Printed Name

Date

Address