

## **“You Have 48 Hours” Music Video Project—Producer’s Agreement**

This is an agreement between \_\_\_\_\_ (“Music Video Producer”), representing the film team known as \_\_\_\_\_ (“Team”), and the 48 Hour Film Project, Inc., (“48HFP”), with respect to Music Video Producer’s Submission for the “You Have 48 Hours” Music Video Project (“MVP”).

(1) Music Video Producer has read, and agrees on behalf of him/herself and Team to abide by, the “MVP” Rules” the terms of which are available at [www.48hourfilm.com/](http://www.48hourfilm.com/), and by reference made a part hereof.

(2) Music Video Producer 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.

(3) Music Video Producer 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). Music Video Producer 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, Music Video Producer is the sole copyright holder in and to the Film.

(4) Music Video Producer hereby agrees to indemnify, defend, and hold harmless 48HFP, 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, Music Video Producer, 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 Music Video Producer of any representation, warranty or obligation of Music Video Producer hereunder.

(5) Music Video Producer hereby acknowledges that participation in the MVP is without remuneration or monetary compensation whatsoever. The consideration for participating in the project is the possibility that the Participant’s submission may be used in the completed “You Have 48 Hours” MVP.

(6) Music Video Producer hereby acknowledges that he/she is granted rights to the song, “You Have 48 Hours” for the MVP only. All other rights reserved, except by permission of the song composer.

(7) The 48HFP will own the copyright in and to the submission for the MVP.

(8) 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.

(9) 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: \_\_\_\_\_  
(Music Video Producer)

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

Date: \_\_\_\_\_

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

48 Hour Film Project  
PO Box 40008  
Washington, DC 20016 USA

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_