

48HFP International Shootout 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 Hour Film Project 2009 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 48 Hour Film Project International Shootout ("Project"), being produced by the 48HFP and scheduled to take place from December 4-7, 2009.

(1) Team Leader has read, and agrees on behalf of him/herself and Team to abide by, the "International Shootout 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 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. 48HFP is providing the event and guidelines in which the Team Leader is taking part; a potential distribution opportunity for all qualifying films/videos; and a prize for the Project winner.

(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 Talent Release from all persons appearing in the Film, a signed 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 48HFP'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 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 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) Potential Distribution

(a) Team Leader understands and acknowledges that 48HFP and its partners will assess the Film for potential distribution opportunities. Therefore, 48HFP shall have, and Team Leader hereby assigns to 48HFP, exclusive rights (including without limitation all copyrights and extensions and renewals thereof) to the Film from the date the Film is delivered to 48HFP for the Project Through June 7, 2010 ("Assessment Period"). If 48HFP and/or its partners have not selected the Film for further distribution opportunities by the end of the Assessment Period, Team Leader and 48HFP shall thereafter share, on a 50/50 basis as co-authors, all rights (including without limitation all copyrights and extensions and renewals thereof) in and to the Film, on a non-exclusive basis, unless otherwise agreed in writing.

(b) If, by the end of the Assessment Period, 48HFP and/or its partners have selected the Film for further distribution opportunities, 48HFP shall retain sole exclusive rights (including without limitation all copyrights and extensions and renewals thereof) in and to the film through the later of December 31st, 2011, or for as long as the term (as may be renewed and/or extended) of any distribution agreement for the Film entered into by 48HFP, its licensees and/or assignees ("Distribution Period"). Team Leader shall receive a pro-rated share of 1/3 of net proceeds generated by distribution of the Film pursuant to any such distribution agreement. (Pro-ration to be determined by total number of films included in the distribution package). Upon the conclusion of the Distribution Period, Team Leader and 48HFP shall thereafter share, on a 50/50 basis as co-authors, all rights (including without limitation all copyrights and extensions and renewals thereof) in and to the Film, on a non-exclusive basis, unless otherwise agreed in writing.

(c) In no manner limiting any grant of rights set forth above, 48HFP shall have the right 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

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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 Film 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.

d) 48HFP's net proceeds for the purposes of this paragraph 5 shall be defined, computed, paid and accounted for pursuant to 48HFP's standard definition, which shall include allowances for the deduction from gross receipts of 48HFP's customary deductions including, without limitation, distribution fees, distribution expenses, and overhead. 48HFP shall make semi-annual (i.e., twice per year) reports to Team Leader, provided, however, that 48HFP need not issue a report if Team Leader has not accumulated revenue to report. 48HFP shall issue checks to Team Leader on a semi-annual basis so long as total revenue for a Team Leader has reached a minimum of \$25.

(6) Team Leader hereby acknowledges that participation in the Project is without remuneration or monetary compensation whatsoever. The consideration for participating in the project is the possibility, although not the obligation by 48HFP, of having the Film considered for further distribution opportunities and; potentially being introduced to entertainment industry agents, managers, and/or producers, and; potentially having the Film screened at the Cannes Film Festival Short Film Corner 2010; and the opportunity for publicity or exposure for being a participant.

(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 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 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) Team Leader hereby acknowledges that a "Making of the 48 Hour Film Project" (the "Documentary") may be shot during the Project, 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 the 48HFP a signed release for each of his/her participating cast and crew members, using the attached "Release" (Exhibit A). 48HFP has no obligation whatsoever to produce or exhibit the Documentary, however.

(10) 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.

(11) 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: _____

48 Hour Film Project
PO Box 40008, Washington DC 20016

By: _____

Its: _____

Date: _____