

High School 48 Hour Film Project Team Leader Agreement

This is an agreement between _____ (“Team Leader”), both for himself/herself and on behalf of the film team comprised of individuals who are collectively known as _____ (“Team”), and the 48 Hour Film Project, Inc. (48HFP), with respect to Team Leader’s and Team’s involvement in the High School 48 Hour Film Project 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 High School 48 Hour Film Project (“Project”), being produced by the 48HFP and scheduled to take place April 12-14, 2024.

(1) Team Leader has read, and agrees on behalf of him/herself and Team to abide by, the High School 48 Hour Film Project Official Rules, the terms of which are available on the www.highschool48.com website, 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 screening 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, including each member of the Team, a signed Music Release from all persons or entities providing music, and a signed Location Release for all locations used in the Film, if applicable. Team Leader represents and warrants that he/she (a) is free to enter into this Agreement, (b) that, except with regard to the rights of 48HFP 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 rights, including copyright of any third party or entity, or defame or infringe upon any rights of any kind of, including the right of privacy, off any person or entity. Team Leader represents that he/she has the authority to bind each of the members of the Team to the terms hereof.

(4) Team Leader, for himself/herself and on behalf of the individual members of the Team hereby agrees to indemnify, defend, and hold harmless 48HFP and its owners, officers, directors, shareholders, 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 or any member of the Team of any representation, warranty or obligation of Team Leader or the Team hereunder.

(5) Team Leader hereby assign to the 48HFP and its assigns a non-exclusive right, title and interest (including, without limitation, all copyright) in and to his/her Film and all elements thereof (including any script prepared in connection with the Film) and all elements thereof (collectively, your “Work”) Team Leader further agrees that he/she shall sign and require each member of the Team to sign any documents 48HFP may request to evidence, establish, maintain its rights in the Film. In addition, Team Leader hereby waives any moral rights, “droit moral,” or similar rights that he/she

may have or acquire in and to the Work. Team Leader acknowledges that his/her Film will be reviewed by the 48HFP. 48HFP as part of its non-exclusive license in the Film, shall have the right (but not the obligation) to use or to license to any other person or entity, the use of all or part of the Film on its website or any designated website, in a television commercial or in any other manner or medium (whether now known or hereafter devised), in its sole discretion. Team Leader hereby expressly consent on behalf of him/herself and the individuals in the Team to 48HFP's use of the names, images, likenesses, on-camera performances, and all other indicia of both the Team Leader persona and the persona of each member of the Team, in any media whether now known or hereafter devised, as described in this Agreement in connection with advertising or promotion of the High School 48 Hour Film Project or for any other reasonable purpose whatsoever, and in any media whether now known or hereafter devised, throughout the world in perpetuity, all without any compensation to Team Leader or the other members of the Team.

(8) Team Leader hereby acknowledges that the compensation for him/herself and the Team is the screening of his/her film and eligibility to win an award for Best film of the DC High School 48 Hour Film Project.

(9) Team Leader, for himself/herself and on behalf of the members of the Team acknowledges that, in the event of any breach by 48HFP or any third party, the damage, if any, caused to Team Leader and/or members of the Team thereby will not be irreparable or otherwise sufficient to entitle Team Leader or the Team to seek injunctive or other equitable relief. The rights and remedies of the Team Leader and the Team 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 neither Team Leader nor any individual member of the Team will have 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.

(10) Team Leader may not assign this Agreement or any of its obligations hereunder without prior written consent of the 48HFP. 48HFP may freely assign any and all rights and obligations under this Agreement in whole or in part to any other party. Team Leader, for himself/herself and on behalf of each member of the Team 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.

(11) Team Leader, both for himself/herself and on behalf of the individual members of the Team hereby acknowledge that a "Making of the 48 Hour Film Project" (the "Documentary") may be shot during the High School 48 Hour Film 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). The 48HFP has no obligation whatsoever to produce or exhibit the Documentary, however.

(12) 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 the total liability of the 48HFP 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.

(13) 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:

Team Leader (signature)

Name (please print)

Address: _____

Date: _____

48 Hour Film Project
PO Box 40008, Wash. DC 20016

By: _____

Mark Ruppert, President

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 Release, and consent to its execution by my child/ward. For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, I hereby release the Producer as set forth and in accordance with the foregoing Release from any claims and/or causes of action I may have against them of any nature whatsoever, and I hereby fully and unconditionally guarantee my child's/ward's releases, waivers, and grant of rights as set forth above.

Printed name of Parent/Guardian: _____

Signature of Parent/Guardian: _____ Date: _____

Address: _____

