

## 48 Hour 360VR 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 participation in the 360VR 48HFP 2021 ("360VR"), and creation 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 360VR 48HFP 2021 being produced by the 48HFP and scheduled to take place in \_\_\_\_\_ (city) from \_\_\_\_\_ (date).

(1) 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 360VR, the terms of which are available at [www.48hourfilm.com](http://www.48hourfilm.com) and by reference made a part hereof. It is understood that 48HFP reserves the right to disqualify from screening eligibility and remove from consideration for awards and prizes any Entry (in other words, film or video) which does 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 360VR, and all costs, expenses, damages and claims related thereto. 48HFP is providing the event and guidelines in which the Team Leader is taking part, and review of the Entry for possible exhibition and awards, including a prize for the winner.

### (3) COVID-19 Assumption of Risk

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. It is believed that an asymptomatic individual can be infected with and transmit COVID-19 without their knowledge.

The 48 Hour Film Project ("48HFP") has put in place preventative measures to reduce the spread of COVID-19, however, 48HFP cannot guarantee that you, or anyone of your cast and/or crew, or anyone else will not become exposed to or infected with COVID-19 as a result of participating in a 48HFP event. Participation in a 48HFP program, event or activity could increase the risk of contracting COVID-19.

To reduce the risk of exposure to COVID-19, for the 360VR the 48HFP has implemented the following measures:

- It is recommended that each team leader complete the Safe Sets training.

- It is recommended that each team have a Team Health Coordinator who reminds cast and crew to follow healthy practices while on set.

The Team Leader hereby agrees that he/she has independently evaluated and reviewed the risks of being exposed to or infected with COVID-19 and has determined to participate in 48HFP programs, events, and/or activities with full knowledge and acceptance of the risk. Fully understanding these risks, I, for myself, my child(ren), my spouse, my legal representatives, heirs, and assigns, hereby agree to assume full responsibility and liability for the risk of bodily injury, illness, permanent disability, and/or death which may result from exposure to or infection with COVID-19 before, during, or after participating in a 48HFP program, event, or activity.

(4) Team Leader hereby affirms that he/she will secure 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 will obtain 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 of, including the right of privacy, of any person or entity.

(5) Team Leader hereby agrees to indemnify, defend, and hold harmless 48HFP, 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 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.

(6) Team Leader grants to the 48HFP exclusive rights to the Entry, in accordance with the following:

From the date Team Leader submits his/her Entry to the 48HFP and continuing until June 1, 2022 ("End Date"):

(a) Team Leader shall have the following non-exclusive, non-assignable rights:

(i) to enter the Entry in film festivals & competitions; (ii) to screen the Entry at local film events; (iii) to stream the Entry or any portion thereof for free on Team Leader's personal website or for free on any third party website for Internet viewing, provided that the Entry or portion thereof as so streamed contains an initial full screen title card stating "This Film was created for the 48 Hour 360VR." (or other language as may be designated by 48HFP); (iv) to distribute the Entry for free via DVD; (v) to use the Entry on a professional reel to promote Team Leader, Team or any Team member; and (vi) any other use agreed to in writing by 48HFP.

(b) 48HFP shall have the following rights, which, except for the limited rights of Team Leader as set forth above, shall be exclusive to 48HFP: 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 360VR and/or any sponsor thereof in an appropriate manner and via any medium at 48HFP's sole discretion.

(7) The parties agree that the following terms shall apply should 48HFP license, sell, or otherwise assign ("license") any rights in the Entry to a third party licensee prior to the End Date:

(a) Individual License (i.e., 48HFP licenses the Entry individually): 48HFP and the Team Leader will split any and all license fees and/or royalties or reuse fees received therefrom as follows: Team Leader shall receive 66%; 48HFP shall receive 34%.

(b) Collection (i.e., 48HFP licenses two or more films ("Collection") of which the Entry is one): If Team Leader's entire Entry is included in the Collection, Team Leader will receive a pro rata share of 50% of 48HFP's net proceeds therefrom. Pro ration will be dependent upon number of films included in the collection.

48HFP's net proceeds for the purposes of this paragraph 7 shall be defined, computed, paid and accounted for pursuant to 48HFP's standard definition, which shall include allowances for the deduction from gross receipts 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.

(8) If 48HFP does not license the Entry to a third party prior to the End Date, then upon the End Date, 48HFP's rights as set forth above at paragraph (5)(b) shall become non-exclusive, and shall be owned and shared equally by both Team Leader and 48HFP in perpetuity. However, if 48HFP does license the Entry to a third party prior to the End Date, then 48HFP's rights as set forth above at paragraph (5)(b) shall remain exclusive to 48HFP and continue until Dec. 31, 2022 ("Extended End Date"). No license (including any extensions and/or renewals) of the Entry by

48 Hour 360VR 2021

48HFP to any third party shall, without Team Leader's prior written permission, extend past the Extended End Date. Notwithstanding the foregoing, Team Leader shall not at any time (whether before or after the End Date or Extended End Date) assign or license any rights in and/or to the Entry to any third party without the prior written permission of 48HFP, and 48HFP shall not assign or license any rights in and/or to the Entry to any third party which would preclude Team Leader from exercising its rights in and/or to the Entry as set forth above at Paragraph 5(a) and/or in this paragraph (as applicable), without the written permission of Team Leader.

(9) Should the Team Leader receive a distribution offer prior to the End Date and not initiated by 48HFP, Team Leader may enter into the deal provided the following requirements are met: 1) 48HFP gives authorization in writing; 2) 48HFP receives 10% of all distribution proceeds.

(10) Team Leader hereby acknowledges that participation in the 360VR 48HFP is without remuneration or monetary compensation whatsoever. The consideration for participating in the 360VR is the review and eligibility for awards and possible future screening of Participant's completed Entry at the conclusion of the 360VR; and the possibility, although not the obligation by 48HFP, for future screenings and distribution; and the opportunity for publicity or exposure for being a participant.

(11) 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.

(12) 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.

(13) 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.

(14) 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.

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Signature of Parent or Guardian

Printed Name

Date

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