

# Corpus Christi 7 Day Film Project Participant's Agreement

This is an agreement between \_\_\_\_\_ ("Project Participant"), representing the film team known as \_\_\_\_\_ ("Team"), and the Corpus Christi Film Society, ("CCFS"), with respect to Project Participant's and Team's involvement in the Corpus Christi 7 Day Film Project 2009 and creation of a short film or video (the "Film") pursuant to the terms below. Project Participant hereby agrees on behalf of him/herself and Team to take part in the Corpus Christi 7 Day Film Project 2009 ("Project"), being produced by CCFS and scheduled to take place from July 8 to July 15, 2009.

(1) Project Participant 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 <http://www.corpuschristifilmsociety.com/CC7D/cc7drules.html>, and by reference made a part hereof. It is understood that CCFS reserves the right to disqualify from screening or exhibition and remove from consideration for awards and prizes any films/videos that do not adhere to the Official Rules.

(2) Project Participant 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. CCFS is providing the event and guidelines in which the Project Participant is taking part; a screening opportunity for all qualifying films/videos; and a prize for the Project winners.

(3) Project Participant 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, Project Participant 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. Project Participant represents and warrants that he/she (a) is free to enter into this Agreement, (b) that, except with regard to CCFS's rights as set for the herein, Project Participant is the sole copyright holder in and to the Film; and (c) the Film does not to the best of Project Participant's knowledge (including what Project Participant 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) Project Participant hereby agrees to indemnify, defend, and hold harmless CCFS, its owners, officers, members, 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, Project Participant, 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 Project Participant of any representation, warranty or obligation of Project Participant hereunder.

(5) Project Participant hereby acknowledges that participation in CC7D is without remuneration or monetary compensation whatsoever. The consideration for participating in the project is the screening of Participant's completed film/video at the conclusion of the Project; and the possibility, although not the obligation by CCFS, for future screenings; and the opportunity for publicity or exposure for being a participant.

(6) Project Participant acknowledges that, in the event of any breach by CCFS or any third party, the damage, if any, caused to Project Participant thereby will not be irreparable or otherwise sufficient to entitle Project Participant to seek injunctive or other equitable relief. Project Participant's right and remedies in such event will be strictly limited to the right, if any, to recover compensatory (but not punitive or consequential) damages in and action at law, and Project Participant will have neither the right to rescind or terminate this agreement or any of CCFS'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.

(7) Project Participant may not assign this Agreement or any of its obligations hereunder without CCFS's prior written consent. CCFS may freely assign any and all rights and obligations under this Agreement in whole or in part to any other party. Project Participant acknowledges and agrees that Project Participant is not an employee or agent of CCFS for any purpose, including all tax obligations, but that the parties are contractors independent of one another.

(8) CCFS 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 CCFS has been advised of the possibility of such damages. Furthermore, it is understood that CCFS's total liability for any Claims and/or causes of action shall not exceed, and is limited to, the total amount paid to CCFS in entry fees by Project Participant under this agreement. These limitations

shall apply notwithstanding the failure of the essential purpose of any limited remedy.

(9) Project Participant and CCFS will jointly own, as co-authors, the copyright in and to the Film, and hereby agree to the following division of rights:

(a) Project Participant shall have the following rights:  
To use the Film in whatever way they wish.

(b) CCFS shall have the following rights:  
to copy, screen, show, exhibit, telecast, broadcast, advertise, and market still and moving images from the Film for the sole purpose of advertising, promoting and publicizing CC7D or CCFS for perpetuity. When Film is used for above purpose printed or verbal notation of Team Name and Team Captain's name is to be referenced.

(10) This agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without any reference to its conflicts of laws provisions.

**Agreed to and Accepted By:**

Signature: \_\_\_\_\_  
(Project Participant)

Corpus Christi Film Society  
PO Box 7603, Corpus Christi, TX 78467

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

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

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

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

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

**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