

SILVER SPRINGS INTERNATIONAL FILM FESTIVAL
JUMP/CUT
FILM CHALLENGE
2017 TEAM AGREEMENT

*** All Fields Required**

This agreement between you, _____ (“Team Leader”), representing the film team known as _____ (“Team”) and the JUMP/CUT Film Challenge (JUMP/CUT) indicates and governs your, and your team’s, interest and involvement in the 2017 JUMP/CUT Film Challenge and the creation of a short film/video (the “Film”) as set forth in the terms below. This agreement asserts and ensures that the Team Leader is responsible for informing his/her team members of the terms, guidelines and conditions of JUMP/CUT, and ensures Team’s adherence to these terms. By signing you ensure your authorization to sign and act for your team.

- 1.) Team Leader hereby agrees, on behalf of the Team, to take part in the JUMP/CUT Film Challenge scheduled to take place from Wednesday, March 15 at 10:00am to Sunday, March 19 at 5:00pm. The Team Leader hereby states that he/she has read, understands, and agrees to abide by the terms, guidelines and conditions of the Challenge as established and stated in the Official Rules, available at www.JumpCutChallenge.com. It is understood that the Silver Springs International Film Festival and its presenting partners reserve the right to screen only those films that adhere to the Official Rules.
- 2.) Team Leader understands that he/she is responsible for all cast/crew, equipment, sets, locations, and other items necessary for participation in the JUMP/CUT Film Challenge as well as all related costs, expenses, damages, and claims. This includes, but is not limited to, claims for negligence, other torts, unauthorized exhibition, discrimination, fraud, infringement, and breach of contract. The Team Leader also affirms that he/she will secure the rights (including without limitation copyrights) in and to all materials included in the Film, including without limitation all images, photographs, performances, appearance(s) by any person(s), sounds, soundtrack and music (including, without limitation, compositions, recordings and performances). The Team Leader agrees to secure and provide talent and location releases (provided by JUMP/CUT) with their Team’s completed film/video. JUMP/CUT provides the event and guidelines in which the Team Leader, and his/her team, is taking part; a screening opportunity for all qualifying films/videos; and a prize for the Challenge winner(s).
- 3.) Team Leader represents and warrants that he/she is free to enter into this Agreement, that, except with regard to JUMP/CUT’s rights as set forth herein, Team Leader is the sole copyright holder in and to the Film; and 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, any person or entity.
- 4.) Team Leader and his/her team hereby agrees to indemnify, defend, and hold harmless, JUMP/CUT, 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 and his/her team of any representation, warranty or obligation of Team Leader hereunder.

5.) The Team Leader acknowledges that JUMP/CUT Film Challenge and its presenting partners, Silver Springs International Film Festival and Ocala Film Foundation, will be a co-owner of his/her completed Film and therefore has the right to screen, show, exhibit, broadcast, or disseminate it in any way possible, including but not limited to broadcast television, cable television, and/or the Internet, and the right to publicize JUMP/CUT Film Challenge, Silver Springs International Film Festival and/or the Ocala Film Foundation using the name, images and/or sounds from the Film. Team Leader and his/her team grants to JUMP/CUT and its presenting partners exclusive rights to the film in accordance with the following: From the date Team Leader submits his/her film to JUMP/CUT (Sunday, March 19, 2017) and continuing until Monday, March 19, 2018 ("End Date"):

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

(i) to enter the Film in film festivals & competitions;

(ii) to screen the Film at local film events;

(iii) to stream the Film or any portion thereof for free on Team Leader's/Team's personal website(s) or for free on any third-party website for Internet viewing, provided the Film or portion thereof as so streamed contains an initial full screen title card stating "This Film was created for the 2017 JUMP/CUT Film Challenge." (or other language as may be designated by JUMP/CUT);

(iv) to distribute the film for free via DVD;

(v) to use the Film on a professional reel to promote Team Leader, Team or any Team member;

(vi) and any other use agreed to in writing by JUMP/CUT and/or its partners.

(b) JUMP/CUT shall have the following rights, which, except for the limited rights of Team Leader as set forth above, shall be exclusive to JUMP/CUT: 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 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, JUMP/CUT shall have the right to use the Film and any portion thereof to advertise, promote and publicize JUMP/CUT Film Challenge and/or any sponsor thereof in any manner and via any medium at the sole discretion of JUMP/CUT and/or its partners.

6.) The parties agree that the following terms shall apply to any Official JUMP/CUT Compilation DVD, should one be produced. If the entire Film is included on a JUMP/CUT compilation DVD, Team Leader will receive a pro rata share of up to 50% of net proceeds received by JUMP/CUT when more than 2500 DVDs are sold. Pro ration will be dependent upon number of films included on said compilation. JUMP/CUT's net proceeds for the purposes of this paragraph shall be defined, computed, paid and accounted for pursuant to JUMP/CUT's standard definition, which shall include allowances for the deduction from gross receipts JUMP/CUT's customary deductions including, without limitation, distribution fees, distribution expenses, and overhead. JUMP/CUT shall make semi-annual (i.e., twice per year) reports to Team Leader, provided, however, that JUMP/CUT need not issue a report if Team Leader has not accumulated revenue to report. JUMP/CUT 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.

- 7.) Upon the End Date, JUMP/CUT'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 JUMP/CUT and its partners in perpetuity. No license (including any extensions and/or renewals) of the Film by JUMP/CUT 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 Film to any third party without prior written permission from JUMP/CUT, and JUMP/CUT shall not assign or license any rights in and/or to the Film to any third party which would preclude Team Leader from exercising its rights in and/or to the Film as set forth above at Paragraph 5(a) and/or in this paragraph (as applicable), without the written permission of Team Leader.
- 8.) Should the Team Leader receive a distribution offer prior to the End Date and not initiated by JUMP/CUT, Team Leader may enter the deal provided the following requirements are met:
 - i.) JUMP/CUT gives authorization in writing;
 - ii.) JUMP/CUT receives 20% of all distribution proceeds.
- 9.) Team Leader hereby acknowledges that participation in the JUMP/CUT Film Challenge 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 Challenge; and the possibility, although not the obligation by JUMP/CUT, for future screenings and distribution; and the opportunity for publicity or exposure for being an official team.
- 10.) Team Leader acknowledges that, in the event of any breach by JUMP/CUT 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 JUMP/CUT'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.
- 11.) Team Leader may not assign this Agreement or any of its obligations hereunder without JUMP/CUT's prior written consent. JUMP/CUT 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 JUMP/CUT for any purpose, including all tax obligations, but that the parties are contractors independent of one another.
- 12.) Team Leader hereby acknowledges that a "Making of the JUMP/CUT Film Challenge" (the "Documentary") may be shot during the JUMP/CUT Film Challenge, 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 JUMP/CUT a signed release for each of his/her participating cast and crew members, using the attached "Release" (Exhibit A). JUMP/CUT has no obligation whatsoever to produce or exhibit the Documentary, however.

13.) JUMP/CUT 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 JUMP/CUT has been advised of the possibility of such damages. Furthermore, it is understood that JUMP/CUT's total liability for any Claims and/or causes of action shall not exceed, and is limited to, the total amount paid to JUMP/CUT 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 State of Florida.

Agreed to and Accepted By:

Team Leader Signature _____ Date ____/____/____

Print Name _____ Date of Birth ____/____/____

Address _____

Email _____ Phone (____) _____ - _____

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.

Parent/Guardian Signature _____ Date ____/____/____

Print Name _____ Date of Birth ____/____/____

Address _____

Email _____ Phone (____) _____ - _____

And:

JUMP/CUT Film Challenge
3512 East Silver Springs Boulevard, #246
Ocala, FL 34470

By:

Representative Signature _____ Date ____/____/____

Representative's Name (print) _____

Title: _____

