



CYF 15 Second Film Maker Challenge Team

Film Maker/
Team Leader _____

Team Name _____

Production

Talent

Writer _____

Actor/Talent _____

Director _____

Actor/Talent _____

Producer _____

Actor/Talent _____

Camera _____

Actor/Talent _____

Sound _____

Actor/Talent _____

Music _____

Actor/Talent _____

Editor _____

Actor/Talent _____

SFX/VFX _____

Actor/Talent _____

Film Title _____

Genre _____

Synopsis

CYF 15 Second Film Maker Challenge Agreement

This is an agreement between _____ (“Film Maker”), representing the film team known as _____ “Team”, and the Creative Youth Festival 15 Second Film Maker Challenge and Reel Partners NPC, with respect to the Film Maker's and Team's participation in the Creative Youth Festival 15 Second Film Maker Challenge 2023 and creation of a short film or video (the "Film") pursuant to the terms below.

The Film Maker hereby agrees on behalf of him/herself and Team to take part in the Creative Youth Festival 15 Second Film Maker Challenge 2023 ("Project") being produced by the Creative Youth Festival, a Reel Partners NPC initiative, and scheduled to take place from 21 August 2023 to 09 September 2023.

1. Film Maker 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 www.creativeyouthfestival.com/15-second-film-challenge/, and by reference made a part hereof. It is understood that Creative Youth Festival 15 Second Film Maker Challenge 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. Film Maker 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. Creative Youth Festival 15 Second Film Maker Challenge is providing the event and guidelines in which the Film Maker is taking part; a screening opportunity for all qualifying films/videos; and a prize for the Project winners.
3. Film Maker 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, Film Maker agrees they will obtain and keep copies of Waiver and Release Forms 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, and a signed Materials Release Form for all creative, animation or other works used in the film. Film Maker represents and warrants that he/she:
 - 3.1. is free to enter into this Agreement,
 - 3.2. that, except with regard to Creative Youth Festival 15 Second Film Maker Challenge’s rights as set forth herein, Film Maker is the sole copyright holder in and to the Film; and
 - 3.3. the Film does not to the best of Film Maker’s knowledge (including what Film Maker 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, including the right of privacy, of any person or entity.
4. Film Maker hereby agrees to indemnify, defend, and hold harmless Creative Youth Festival 15 Second Film Maker Challenge, Reel Partners NPC, 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, Film Maker, 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 Film Maker of any representation, warranty or obligation of Film Maker hereunder.

5. Film Maker grants to the Creative Youth Festival 15 Second Film Maker Challenge exclusive rights to the film, in accordance with the following: From the date Film Maker submits his/her film to the Creative Youth Festival 15 Second Film Maker Challenge and continuing until September 31, 2024 ("End Date"):
 - 5.1. Film Maker shall have the following non-exclusive, non-assignable rights:
 - 5.1.1. to enter the Film in film festivals & competitions;
 - 5.1.2. to screen the Film at local film events;
 - 5.1.3. to stream the Film or any portion thereof for free on Film Maker's personal website or for free on any third party website for Internet viewing, provided that the Film or portion thereof as so streamed contains an initial full screen title card stating "This Film was created for the Creative Youth Festival 15 Second Film Maker Challenge." (or other language as may be designated by Creative Youth Festival 15 Second Film Maker Challenge);
 - 5.1.4. to distribute the film for free via DVD;
 - 5.1.5. to use the Film on a professional reel to promote Film Maker, Team or any Team member; and
 - 5.1.6. any other use agreed to in writing by Creative Youth Festival 15 Second Film Maker Challenge.
 - 5.2. Creative Youth Festival 15 Second Film Maker Challenge shall have the following rights, which, except for the limited rights of Film Maker as set forth above, shall be exclusive to Creative Youth Festival 15 Second Film Maker Challenge: 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, Creative Youth Festival 15 Second Film Maker Challenge shall have the right to use the Film and any portion thereof to advertise, promote and publicize the Creative Youth Festival 15 Second Film Maker Challenge and/or any sponsor thereof in any manner and via any medium at Creative Youth Festival 15 Second Film Maker Challenge's sole discretion.
6. The parties agree that the following terms shall apply should Creative Youth Festival 15 Second Film Maker Challenge license, sell, or otherwise assign ("license") any rights in the Film to a third-party licensee prior to the End Date:
 - 6.1. Individual License (i.e., Creative Youth Festival 15 Second Film Maker Challenge licenses the Film individually): Creative Youth Festival 15 Second Film Maker Challenge will receive the 33% of any license fee and/or royalties or reuse fees received therefrom; Film Maker shall receive 67% of Creative Youth Festival 15 Second Film Maker Challenge's net proceeds of such license fee and/or royalties/reuse fees.
 - 6.2. Collection licensed to a third-party or created by Creative Youth Festival 15 Second Film Maker Challenge (definition of "Collection is two or more films of which the Film is one). If Film Maker's entire Film is included in the Collection, Film Maker will receive a pro rata share of 50% of Creative Youth Festival 15 Second Film Maker Challenge's net proceeds therefrom. Pro ration will be dependent upon number of films included in the collection.
 - 6.3. Sponsor License: Notwithstanding the foregoing, in the event the licensee of the Film or Collection is a sponsor of Creative Youth Festival 15 Second Film Maker Challenge or the Project ("Sponsor") as determined by Creative Youth Festival 15 Second Film Maker Challenge, Creative Youth Festival 15 Second Film Maker Challenge will retain 100% of all proceeds, if any, from any such license.

Creative Youth Festival 15 Second Film Maker Challenge's net proceeds for the purposes of this paragraph 6 shall be defined, computed, paid and accounted for pursuant to Creative Youth Festival 15 Second Film Maker Challenge's standard definition, which shall include allowances for the deduction from gross receipts Creative Youth Festival 15 Second Film Maker Challenge's customary deductions including, without limitation, distribution fees, distribution expenses, and overhead. Creative Youth Festival 15 Second Film Maker Challenge shall make semi-annual (i.e., twice per year) reports to Film Maker, provided, however, that Creative Youth Festival 15 Second Film Maker Challenge need not

issue a report if Film Maker has not accumulated revenue to report. Creative Youth Festival 15 Second Film Maker Challenge shall issue checks to Film Maker on a semi-annual basis so long as total revenue for a Film Maker has reached a minimum of \$25.

7. In the event that a third-party wishes to purchase rights to the film beyond the above End Date, the Creative Youth Festival 15 Second Film Maker Challenge shall notify the Film Maker and the Film Maker and Creative Youth Festival 15 Second Film Maker Challenge shall negotiate an agreement. Notwithstanding the foregoing, Film Maker shall not at any time (whether before or after the End Date) assign or license any rights in and/or to the Film to any third party without the prior written permission of Creative Youth Festival 15 Second Film Maker Challenge, and Creative Youth Festival 15 Second Film Maker Challenge shall not assign or license any rights in and/or to the Film to any third party which would preclude Film Maker 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 Film Maker.
8. Should the Film Maker receive a distribution offer prior to the End Date and not initiated by Creative Youth Festival 15 Second Film Maker Challenge, Film Maker may enter into the deal provided the following requirements are met:
 - 8.1. Creative Youth Festival 15 Second Film Maker Challenge gives authorization in writing;
 - 8.2. Creative Youth Festival 15 Second Film Maker Challenge receives five percent (5%) of all distribution proceeds.
9. Film Maker hereby acknowledges that participation in the Creative Youth Festival 15 Second Film Maker Challenge 2023 is without remuneration or monetary compensation whatsoever. The consideration for participating in the project is the screening (in-person or online) of Participant's completed film/video at the conclusion of the Project; and the possibility, although not the obligation by Creative Youth Festival 15 Second Film Maker Challenge, for future screenings and distribution; and the opportunity for publicity or exposure for being a participant.
10. Film Maker acknowledges that, in the event of any breach by Creative Youth Festival 15 Second Film Maker Challenge or any third party, the damage, if any, caused to Film Maker thereby will not be irreparable or otherwise sufficient to entitle Film Maker to seek injunctive or other equitable relief.

Film Maker'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 Film Maker will have neither the right to rescind or terminate this agreement or any of Creative Youth Festival 15 Second Film Maker Challenge'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. Film Maker may not assign this Agreement or any of its obligations hereunder without Creative Youth Festival 15 Second Film Maker Challenge's prior written consent. Creative Youth Festival 15 Second Film Maker Challenge may freely assign any and all rights and obligations under this Agreement in whole or in part to any other party. Film Maker acknowledges and agrees that Film Maker is not an employee or agent of Creative Youth Festival 15 Second Film Maker Challenge for any purpose, including all tax obligations, but that the parties are contractors independent of one another.
12. Film Maker hereby acknowledges that a "Making of the Creative Youth Festival 15 Second Film Maker Challenge" (the "Documentary") may be shot during the Creative Youth Festival 15 Second Film Maker 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 the Creative Youth Festival 15 Second Film Maker Challenge a signed release for each of his/her participating cast and crew members. Creative Youth Festival 15 Second Film Maker Challenge has no obligation whatsoever to produce or exhibit the Documentary, however.

- 13. Creative Youth Festival 15 Second Film Maker Challenge 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 Creative Youth Festival 15 Second Film Maker Challenge has been advised of the possibility of such damages. Furthermore, it is understood that Creative Youth Festival 15 Second Film Maker Challenge’s total liability for any Claims and/or causes of action shall not exceed, and is limited to, the total amount paid to Creative Youth Festival 15 Second Film Maker Challenge in entry fees by Film Maker 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 the laws of South Africa and its courts shall have exclusive jurisdiction to the exclusion of the courts of any other country.

Agreed to and accepted by:

Signature: _____

Name: _____

Date: _____

Address: _____

Phone: _____

Email: _____

FOR OFFICIAL USE ONLY

For Creative Youth Festival 15 Second Film Maker Challenge and Reel Partners NPC (Cape Town, South Africa)

Signature: _____

Position: _____

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.

Signature of Parent/Guardian	Name and Surname	Date
Address		