



This is an agreement between \_\_\_\_\_ ("Team Lead") Representing the team known as \_\_\_\_\_ ("Team") and the 10 Day Film Project, with respect to the Team Lead's and Team's participation in the 10 Day Film Project and creation of a short film or video (the "Film") pursuant to the terms below.

The Team Lead hereby agrees on behalf of him/herself and Team to take part in the \_\_\_\_\_ ("competition") Being produced by the 10dfc and scheduled to take place between \_\_\_\_\_

1. The Team Lead, on behalf of themselves and their team, acknowledges and agrees to comply with the "Filmmaking Rules" and the "Competition Rules" (referred to collectively as the "Official Rules") of the project. The Official Rules can be found at [www.10dayfilm.com](http://www.10dayfilm.com) and are hereby incorporated into this agreement. It is important to note that 10dfc retains the right to disqualify any films or videos from screening, exhibition, or consideration for awards and prizes if they fail to adhere to the Official Rules.
2. The Team Lead acknowledges and understands that they are responsible for all aspects of their team's participation in the Project, including crew, cast, equipment, sets, locations, and any other necessary items. This responsibility extends to covering all associated costs, expenses, damages, and claims. 10dfc is providing the event and guidelines for participation, offering a screening opportunity for all qualifying films/videos, and presenting a prize for the winning Project.
3. The Team Lead solemnly affirms their commitment to securing all rights, including copyrights, for all material included in the Film. This includes but is not limited to images, photographs, performances, appearances by any individuals, sounds, soundtrack, and music, encompassing compositions, recordings, and performances.

To fulfill this obligation, the Team Lead will ensure that all necessary legal agreements, such as Waiver and Release Forms from cast and crew, Music Releases from music contributors, and Location Releases for all filming locations, are duly signed.

Furthermore, the Team Lead hereby represents and warrants that:

- a. They have the legal capacity to enter into this Agreement.
- b. With the exception of 10dfc's rights as outlined herein, they hold the sole copyright for the Film.
- c. To the best of their knowledge, the Film does not infringe upon any copyright or defame or violate any rights, including privacy rights, of any individual or entity, exercising due prudence in their understanding.

By providing these assurances, the Team Lead takes full responsibility for respecting intellectual property rights, ensuring that the Film complies with all legal requirements, and upholding the integrity of the creative work without infringing upon the rights of others.

4. The Team Lead agrees to assume full responsibility for indemnifying, defending, and protecting 10dfc, its owners, officers, directors, shareholders, employees, licensees, partners, and assigns (collectively referred to as "Indemnified Parties") from any and all claims, costs, damages, expenses, and liabilities, including attorneys' fees (hereafter referred to as "Claims").

These Claims may arise from various aspects of the Film, such as its creation, production, use, exhibition, promotion, marketing, merchandising, or other forms of exploitation undertaken by the Indemnified Parties and/or any of them, the Team Lead, the Team, and/or any member thereof. The scope of these Claims includes, but is not limited to, situations involving negligence, unauthorized use of likeness, invasion of right of privacy, publicity or personality, defamation, fraud, infringement of copyright and/or trademark, and breaches of contractual obligations.

In essence, the Team Lead assumes the responsibility of protecting the Indemnified Parties from any legal repercussions arising from the Film's production and its subsequent use in various contexts. By providing this indemnification, the Team Lead ensures that the Indemnified Parties are safeguarded against any potential legal claims, thereby fostering a secure and harmonious collaboration throughout the filmmaking process.



5. Team Lead grants 10dfc exclusive rights to the film, subject to the terms and conditions outlined below:

Effective from the date of Team Lead's film submission to 10dfc and continuing until Nov 1st, 2033 ("End Date"), the following provisions shall apply:

- a. (a) Team Lead retains the following non-exclusive, non-assignable rights:
- i. The right to enter the Film in film festivals and competitions.
  - ii. The right to screen the Film at local film events at without compensation.
  - iii. The right to stream an approved trailer, for free, on Team Lead's personal website or any third-party website for Internet viewing.
  - iv. The right to use up to 60 seconds the Film on a professional reel to promote Team Lead, the Team, or any Team member.
  - v. Any other use that is mutually agreed upon in writing by 10dfc.

It is understood that during the specified period, 10dfc holds exclusive rights to the Film for any use or distribution not explicitly granted to Team Lead. These exclusive rights ensure that the Film's wider distribution and commercialization are solely under the purview of 10dfc.

Upon the End Date, 10dfc retains the right of first refusal. If refused, Team Lead will regain non-exclusive rights to the Film, except for any rights previously assigned exclusively to 10dfc.

By agreeing to these terms, Team Lead acknowledges the importance of granting 10dfc the exclusive rights necessary to protect their intellectual property and support the promotion of the Film within the context of the 10 Day Film Contest. Additionally, the retained non-exclusive rights offer Team Lead opportunities to showcase and further their creative endeavors beyond the contest's timeframe.

- b. (b) 10dfc shall exclusively hold the following rights, with the exception of the limited rights granted to Team Lead as stated above:
- i. The right to copy, remaster, reedit, screen, show, exhibit, telecast, broadcast, advertise, market, exploit, and disseminate the Film and/or any portion thereof worldwide, in perpetuity.
  - ii. These rights encompass any medium or manner, whether currently known or invented in the future. This includes but is not limited to theatrical exhibitions, television distribution (covering all forms of broadcast, cable, Video On Demand (VOD), and digital television), DVD/home video/videogram distribution (including any videogram successor), Internet distribution, and digital downloads.

Furthermore, 10dfc reserves the right to sell, license, and/or assign any or all of the aforementioned rights to any third party, as deemed appropriate by 10dfc in its sole discretion.

Without any limitations, 10dfc possesses the right to utilize the Film, or any portion thereof, to advertise, promote, and publicize the 10 Day Film Contest and/or any of its sponsors. This advertising, promotion, and publicity may occur in any manner and via any medium chosen solely at 10dfc's discretion.

These exclusive rights granted to 10dfc are essential for the effective promotion, distribution, and dissemination of the Film. By agreeing to these terms, Team Lead acknowledges and consents to 10dfc's authority to utilize the Film worldwide, without any time constraints, across various media and platforms, as well as in conjunction with the promotion of the 10 Day Film Contest and its sponsors.

10dfc will be given the right of first refusal upon the end date.

6. The parties agree that the following terms shall apply in the event that 10dfc licenses, sells, or assigns any rights in the Film to a third-party licensee before the End Date:
- a. (a) Individual License (i.e., 10dfc licenses the Film individually): 10dfc shall receive 33% of any license fee, royalties, or reuse fees derived from such licensing, and Team Lead shall receive 67% of 10dfc's net proceeds from the license fee and/or royalties/reuse fees.
  - b. (b) Collection Licensed to a Third-Party or Created by 10dfc (where "Collection" is defined as two or more films, including the Film): If Team Lead's entire Film is included in the Collection, Team Lead will receive a pro-rata share of 50% of 10dfc's net proceeds from the Collection, based on the number of films included.



- c. (c) Sponsor License: Notwithstanding the foregoing, if the licensee of the Film or Collection is a sponsor of 10dfc or the Project, as determined by 10dfc, the Sponsor shall retain 100% of all proceeds, if any, from the license.

For the purposes of this paragraph 6, 10dfc's net proceeds shall be defined, computed, paid, and accounted for according to 10dfc's standard definition, which shall include deductions from gross receipts for customary expenses, including but not limited to distribution fees, distribution expenses, and overhead. 10dfc will provide semi-annual reports to Team Lead, except if Team Lead has not accumulated revenue to report. Semi-annual checks shall be issued to Team Lead as long as the total revenue for Team Lead has reached a minimum of \$25.

7. In the event that a third-party expresses interest in acquiring rights to the Film beyond the specified End Date, 10dfc shall promptly notify the Team Lead. Subsequently, the Team Lead and 10dfc will engage in negotiations to establish an appropriate agreement for the transfer of rights.

However, it is essential to emphasize that under no circumstances, whether before or after the End Date, shall the Team Lead assign or license any rights in and/or to the Film to any third party without obtaining prior written permission from 10dfc. Equally, 10dfc shall not assign or license any rights in and/or to the Film to any third party in a manner that would prevent the Team Lead from exercising the rights granted to them in Paragraph 5(a) and/or in this paragraph (as applicable), without obtaining the written permission of the Team Lead. This mutual consent requirement ensures that both parties retain control over the Film and the rights granted under the agreement.

8. If, before the End Date, the Team Lead receives a distribution offer from a third party that was not initiated by 10dfc, the Team Lead may proceed with the deal subject to the fulfillment of the following requirements:

- a. The Team Lead must obtain written authorization from 10dfc.
- b. 10dfc shall be entitled to receive five percent (5%) of all distribution proceeds resulting from the deal.

These requirements ensure that 10dfc has oversight and involvement in any distribution arrangements made by the Team Lead with third parties. By obtaining written authorization and agreeing to the percentage of distribution proceeds to be shared with 10dfc, the Team Lead and 10dfc establish a cooperative and fair process for handling external distribution offers.

9. Team Lead acknowledges that their participation in the competition is voluntary and without any guarantee of remuneration or monetary compensation. The consideration for participating in the project consists of the following:
  - a. The screening of the Participant's completed film/video at the conclusion of the Project, whether in-person or online.
  - b. The possibility, although not the obligation by 10dfc, for future screenings and distribution of the Participant's film/video.
  - c. The opportunity for publicity or exposure, offering the chance for recognition as a participant in the contest.
  - d. The potential prize winnings as stated in the official rules.
  - e. To receive a cash reward, the Team Lead must provide all raw footage, audio, photo, whether for the film or the filmmaking process ("assets"). Award shall not be granted until all assets are transferred.
  - f. All awards \$600 and greater cannot be granted until a w9 is submitted to 10dfc.

By participating in the competition, Team Lead agrees to these terms and understands that the rewards are primarily in the form of recognition, exposure, and potential future opportunities related to their film/video.

10. Team Lead acknowledges that, in the event of any breach by 10dfc or any third party, any damage caused to Team Lead will not be irreparable or sufficient to warrant seeking injunctive or other equitable relief. In such an event, Team Lead's rights and remedies will be strictly limited to the right, if any, to seek compensatory damages (but not punitive or consequential damages) through an action at law. Team Lead shall not have the right to rescind or terminate this agreement or any of 10dfc's rights granted herein, nor shall Team Lead have the right to enjoin the exhibition or other exploitation of the Film or any subsidiary or allied rights related to it.
11. Team Lead shall not have the right to assign this Agreement or any of its obligations hereunder without obtaining 10dfc's prior written consent. However, 10dfc retains the freedom to assign any and all rights and obligations under this Agreement, either in whole or in part, to any other party.



Furthermore, Team Lead acknowledges and agrees that they are not considered an employee or agent of 10dfc for any purpose, including all tax obligations. The relationship between the parties is that of independent contractors, with each party functioning independently of the other.

12. Team Lead acknowledges and agrees that a Documentary on the competition (referred to as the "Documentary") may be filmed during the 10 Day Film Contest. In doing so, Team Lead grants permission for camera crews to record their team's activities at any production stage of the project. Additionally, Team Lead commits to promptly providing 10dfc with signed releases for each participating cast and crew member, allowing the inclusion of their likeness and contributions in the Documentary. However

13. 10dfc shall not be held liable for any special, indirect, or consequential damages, including but not limited to damages arising from any Claim or cause of action, such as contract, warranty, strict liability, or tort, regardless of whether 10dfc has been advised of the possibility of such damages.

Moreover, it is explicitly understood that 10dfc's total liability for any Claims and/or causes of action shall not exceed, and is limited to, the total amount of entry fees paid to 10dfc by Team Lead under this agreement. These limitations shall remain applicable, even in the event of any failure of the essential purpose of any limited remedy.

14. Any disputes or claims arising from this agreement shall be governed by and construed in accordance with the internal laws of Oklahoma, without any reference to its conflicts of laws provisions.

AGREED TO AND ACCEPTED BY

Signature: \_\_\_\_\_  
(Team Lead)

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

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

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

10 Day Film Contest, Inc  
121 NE 52nd Street, OKC OK 73105

10dfc Producer: Attila Gyula Balazs

Signature: *Attila Gyula Balazs*

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