



FIFTH CONTINENT AUTUMN FILM CHALLENGE 2019
TEAM LEADER AGREEMENT

Team Leader Name Team Leader Contact details	(Team Leader)
Team Name	(Team)
Film Name	(Film)
Event Organisers	Screen South (Company number 4290554) whose registered office is at: The Wedge, 75-81 Tontine Street, Folkestone, Kent, CT20 1JR ("Screen South" which expression shall be deemed to include Screen South's successors in title, licensees and assigns). (Company)
Funders	Romney Marsh Fifth Continent (Fifth Continent which expression shall be deemed to include any designated programme's under the Fifth Continent heading) (Funders)
Event	Autumn Film Challenge 2019 (Event)
Date of Agreement	(Date)

This is an agreement between the **Team Leader**, representing the **Team**, and the **Company**, with respect to **Team Leader's** and **Team's** involvement in the **Event** and creation of a **film** pursuant to the terms below. The **Team Leader** hereby agrees on behalf of him/herself and the **Team** to take part in the, **event** which is scheduled to take place from 10am Thursday 24th October 2019 to 5pm Wednesday 30th October 2019.

1. The **Team Leader** has read, and agrees on behalf of the **Team** to abide by, the "**Competition Rules**" of the project, which have been sent to the **Team Leader** in the "**Production Pack**". It is understood that the **Company** 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. The **Team Leader** hereby understands that he/she is responsible for all crew, cast, equipment, sets, locations, and other items necessary for participating in the **event**, and all costs, expenses, damages and claims related thereto. The **Company** is providing the **event** and **Competition Rules** in which the **Team Leader** is taking part; a screening opportunity for all qualifying films/videos; and a prize for the Project winner.
3. The **Team Leader** 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, The **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 Film. Team Leader represents and warrants that he/she
 - a. is free to enter into this Agreement,
 - b. that, except with regard to the **Company's** rights as set forth herein, the **Team Leader** is the sole copyright holder in and to the **Film**; and
 - c. the **Film** does not to the best of The **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.
4. The **Team Leader** hereby agrees to indemnify, defend, and hold harmless the **Company**, 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, the **Team Leader**, the **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 the **Team Leader** of any representation, warranty or obligation of the **Team Leader** hereunder.

5. The **Team Leader** hereby agrees to grant to the **Company**, whilst retaining any copyright which The **Team Leader** owns, the right and license in any media in perpetuity to the **film**. The **Team Leader** understands that the **film** may be used for promotional purposes by the **Company** such as:
 - a. screen the **Film** at the **Company's** film festivals and special events;
 - b. use clips from the **Film** for promotional purposes;
 - c. Screen the film on the **company's** websites
 - d. screen, use and make available within the **Programme** of the 'the Fifth Continent Project'
6. The **Team Leader** acknowledges that, in the event of any breach by the **Company** or any third party, the damage, if any, caused to the **Team Leader** thereby will not be irreparable or otherwise sufficient to entitle the **Team Leader** to seek injunctive or other equitable relief. The **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 the **Team Leader** will have neither the right to rescind or terminate this agreement or any of the **Company'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. The **Team Leader** may not assign this Agreement or any of its obligations hereunder without the **Company's** prior written consent. The **Company** may freely assign any and all rights and obligations under this Agreement in whole or in part to any other party. The **Team Leader** acknowledges and agrees that the **Team Leader** is not an employee or agent of the **Company** for any purpose, including all tax obligations, but that the parties are contractors independent of one another.
8. The **Company** will not be liable in any way 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 the **Company** has been advised of the possibility of such damages. No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.
9. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.
10. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Agreed to and Accepted By:

Signature (Team Leader)		Signature (The Company)	
Name: (Please Print)		Name: (Please Print)	
Date:		Date:	

If Signatory is under 18:

I represent and warrant that I am the parent/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 and that I have the right to enter into this agreement.

Signature (Parent or Guardian)	
Name: (Please Print)	
Date:	