



MEDIA LLC

HUMP! Film Festival

800 Maynard Ave. S Seattle, WA 98134

HUMP! ENTRY FROM, LICENSE, RELEASE AND AGREEMENT

1. The undersigned entrant ("Entrant") has submitted the film identified below ("Film") to Dan Savage's/The Stranger's/Portland Mercury's HUMP! Film Festival (the "Festival").
2. In order for the Festival Producer, Index Media, doing business as HUMP! Film Festival/The Stranger/Portland Mercury ("Festival Producer"), to consider the Film, the Entrant must sign and deliver this License, Release, and Agreement, including performer releases and provide a copy of a photo ID for all individuals depicted in the Film. The Entrant acknowledges that it has the right to withdraw the Film from the Festival if they choose not to execute this License, Release, and Agreement.
3. The Festival consists of the following:
 - a. **"In Theaters"**: This component of the festival will showcase the Film through in-person theater screenings in various cities across the United States, Canada, and Europe throughout the entirety of the 2024 calendar year.
 - b. **"Streaming"**: The Film, part of the HUMP! film collection/volume/lineup, will be prominently featured as a streaming event on humpfilmfest.com throughout the entirety of the 2024 calendar year. ("Initial streaming period.")
 - c. Following the conclusion of the Initial Streaming Period, The Film will remain available for streaming on the humpfilmfest.com streaming platform indefinitely, subject to the terms of this Agreement.
4. Filmmaker's Rights:
 - a. The Filmmaker retains all rights to their respective films.
 - b. The Filmmaker may exercise their right to remove the Film from the streaming platform by providing written notice to the Festival Producer at least 90 days before the desired removal date.
5. Revenue Sharing:
 - a. The Festival Producer agrees to share 10% of the ticket sales generated from all In-Theater events featuring the Film.
 - b. The Festival Producer agrees to share 20% of the ticket sales generated from all Streaming event featuring the Film.
 - c. The revenue generated from ticket sales will be equally divided among the filmmakers included in the lineup.
 - d. The Festival Producer will calculate and distribute royalty payments on a quarterly basis.
 - e. The Filmmaker will receive an email from AR@indexnewspapers at the end of each quarter, which will include the royalty amount and allow for verification of payout information.
 - f. The Filmmaker may update their payout information at any time.

- g. There is no minimum or maximum payout requirement. However, if the royalty payment for a particular quarter falls below \$25, the payment will be carried over to the following quarter.
 - h. If the filmmaker chooses to remove their film from the streaming platform, the filmmaker will be paid residual royalties up to the day of the films removal.
- 6. Streaming and Download Restrictions:
 - a. Films included in any streaming lineup can only be viewed on the designated streaming page on humpfilmfest.com.
 - b. The Films are not available for download, reproduction, or any other form of distribution without the written consent of the Filmmaker and the Festival Producer.
- 7. Automatic Renewal:
 - a. This Agreement will automatically renew for successive one-year periods unless either Party provides written notice of termination at least 90 days before the current term's expiration.
 - b. Notwithstanding the automatic renewal provision, either Party may terminate this Agreement with immediate effect in the event of a material breach by the other Party.
- 8. The Entrant grants the Festival Producer a non-exclusive license, without further royalty or compensation, to screen the Film at public screenings, identify the Film and/or the Entrant on the Festival Producer's website (or publish a link to other websites), and use or display the Film as deemed necessary or useful for their own purposes. The Festival Producer will make diligent efforts to return the Film to the Entrant upon conclusion of the Festival if a request for return is received before the Festival's conclusion. If no such request is received, the Festival Producer intends to destroy the Film and will make diligent efforts to do so, with no liability to the Entrant for failure to comply with a return or destruction request.
- 9. During the calendar year in which the Film is part of the Festival, the Festival Producer will have exclusive rights to screen the Film. The Film may not be screened outside of the Festival in any way during this period. After the conclusion of the Touring Festival, all rights to the Film revert to the Entrant, and the Festival Producer will have no further rights to the Film.
- 10. The Entrant represents and warrants to the Festival Producer that they are the sole owner of all rights to the Film, have the authority to enter into this License, Release, and Agreement without the consent of any other person, and that the Film and exercise of the rights granted do not violate the rights of any person, including actors, participants, and other individuals with interests in the subject matter, source material, presentation, or ownership of the Film. The Entrant also represents and warrants that the attached releases cover all performers in the Film as defined by 18 USC § 2257. The Entrant shall defend and indemnify the Festival Producer from any and all claims, losses, costs, damages, liabilities, and expenses (including attorney's fees) arising from the untruth of this representation and warranty.
- 11. If music is used in the Film, the Entrant represents and warrants that they have obtained permission from the owner(s) of the lyrics and music for such use and will provide proof of permission to the Festival Producer. Alternatively, if only minimal parts of any music are used as background music and not for a parody directly commenting on the original piece of music, the Entrant represents and warrants such use.
- 12. The Entrant is responsible for complying with all requirements of 18 USC § 2257 regarding record-keeping of performers' identity and date of birth. The Entrant represents, warrants, and agrees to comply with these requirements. The acceptance or screening of the Film by the Festival Producer

does not relieve the Entrant of this obligation, nor does it constitute any warranty by the Festival Producer regarding responsibility for these requirements.

13. This License, Release, and Agreement do not guarantee that the Film will win the Festival or any award or that it will be screened, exhibited, or publicized at any time. The Festival Producer will announce a policy at any public screening prohibiting unauthorized taping or recording of any portion of the Film, but assumes no other responsibility to prevent unauthorized recording.
14. This Agreement represents the entire agreement between the Entrant and the Festival Producer concerning the Film and the Festival, superseding any prior advertising, agreements, entry forms, correspondence, or other communications or understandings between the parties.
15. The Entrant agrees that any dispute arising under or related to this License, Release, and Agreement shall be resolved in a court in Seattle, Washington. The Entrant submits to the jurisdiction of any court in Seattle, Washington, and Washington law shall govern the dispute. The prevailing party shall be entitled to recover their attorney's fees and costs.

FILM TITLE: _____

SHORT FILM DESCRIPTION (1-2 Sentences) _____

[Filmmaker First & Last Name] _____

[Address] _____

[City] _____

[State] _____ **[ZIP]** _____

FILMMAKER SIGNATURE: _____ **DATE:** _____