



National Film Challenge 2007 Participants Agreement

This is an agreement between the National Film Challenge Entrant (you), whose address is listed on the Entry Form (hereafter known as "ENTRANT") and KDHX, 625 N Euclid Ave, Ste 100, Saint Louis, MO 63108, (hereafter known as "NFC Producer"), with respect to Entrant's participation in the National Film Challenge 2007 (the "NFC") and the creation of a short film or video (the "Film") pursuant to the terms below.

The ENTRANT hereby applies to take part in the NFC being produced by the NFC Producer and scheduled to take place from October 19-22, 2007.

ENTRANT hereby states that he/she has read, and agrees to abide by, the "Official Rules of the NFC," the terms of which are available on the NFC website (www.filmchallenge.org). It is understood that the NFC Producer reserves the right to judge, screen and/or exhibit only those films/videos which adhere to the "Official Rules of the NFC."

ENTRANT hereby understands that he/she is responsible for all crew, equipment, sets, locations, and other items necessary for participating in the NFC 2007, and all costs, expenses, damages and claims related thereto. The ENTRANT assumes all liability for his/her film production and participation in the NFC. The ENTRANT agrees to indemnify and hold harmless the NFC Producer, its directors, officers, employees and agents, from any costs, claims, expenses, losses or liabilities incurred arising from or related in any way whatsoever to ENTRANT's participation hereunder.

The NFC Producer shall provide the event and guidelines in which the ENTRANT is taking part; and a judging, prize and promotional opportunity for all of the completed Films adhering to the Official Rules of the NFC.

ENTRANT hereby agrees and represents and warrants that he/she will secure all rights to the film including, but not limited to, rights to talent, images, sounds and music used in his/her Film; and will provide all talent, music and location releases to the NFC Producer.

ENTRANT hereby indemnifies, saves and holds harmless the NFC Producer from any and all claims, costs, damages, expenses and liabilities arising from the creation, use or participation hereunder (including, but not limited to claims for negligence and other torts, unauthorized exhibition, discrimination, fraud, infringement and breach of contract) of ENTRANT's Film.

ENTRANT hereby grants the NFC Producer the right to screen, show, exhibit, broadcast or disseminate in any way possible the Film or portions thereof worldwide in perpetuity

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in any and all media, including and not limited to theatrical release, broadcast television, cable television and/or the internet; and the right to promote and publicize the Film and the NFC using the name and images of the "Film." ENTRANT represents and warrants the he/she has obtained all rights to grant such rights hereunder.

ENTRANT and NFC Producer hereby agree that the ENTRANT has the right to submit and screen his/her project to film festivals. Any additional screenings or broadcast on the part of the ENTRANT are prohibited except with the express written consent of the NFC Producer.

ENTRANT hereby acknowledges that participation in the NFC is without remuneration or compensation whatsoever. The consideration for participating in the project is the Film's eligibility to win the Grand Prize or other award, and the possibility, although not the obligation by the NFC Producer, for future screenings; and the opportunity for publicity or exposure for being a participant hereunder.

ENTRANT hereby acknowledges that a "Behind the Scenes at the NFC" (the "Documentary") may be shot during the NFC, and hereby agrees to allow camera crews to tape his/her team during any production stage of the Film project; and further agrees to immediately provide to the NFC Producer a signed release for each of his/her participating cast and crew members, using the official NFC Release Form available at www.filmchallenge.org. This in no way, however, obligates the NFC Producer to produce or exhibit the "Documentary."

The parties agree that should the NFC Producer receive actual net profit from the use of ENTRANT's entire completed Film in NFC Producer's program, film or production, entitled "The Best of the NFC 2007," the ENTRANT will receive a pro rata share of 50% of net profits. Pro ration will be dependent upon number of Films included in "The Best of the NFC." In addition, should ENTRANT's Film be sold, sales revenues shall be divided as follows: 75% to the ENTRANT and 25% to NFC Producer.

Signature of NFC Entrant

NFC Producer

Print Name

625 N Euclid Ave, Ste 100

Print Address

Saint Louis, MO 63108

City, State and Zip

Date