

VIDEO TAPE FOOTAGE RELEASE FOR BIG MINI DV SHOW

LICENSOR:

LICENSEE: Big Mini DV Festival / Media Arts Department / Long Island University

DESCRIPTION OF THE FILM/TAPE FOOTAGE TO INCLUDE GENRE:

LENGTH OF FOOTAGE:

PRODUCTION: (The "Picture")

Licensor hereby grants to Big Mini DV Festival, Licensor's permission to edit and include all or portion of the above-mentioned "Footage in the Picture" as follows:

1. Licensor grants to Big Mini DV Festival a non-exclusive license to edit and incorporate the "Footage in the Picture" in promos, ads, brochures, websites, and any venue deemed appropriate by Big Mini DV Festival. Big Mini DV Festival may broadcast in whole or in portions and otherwise utilize the "Footage in the Picture," and in customary advertising and publicity thereof, throughout the world in perpetuity in any media now known or hereafter devised.
2. Big Mini DV Festival shall not make any reproductions whatsoever of or from the Footage except as described hereunder. The Big Mini DV Festival also warrants that they will not utilize the "Footage in the Picture" for profit.
3. Licensor represents and warrants that: (1) Licensor has the right and power to grant the rights herein granted, and (2) neither Big Mini DV Festival's use of the Footage pursuant to this license nor anything contained therein infringes upon the rights of any third parties.
4. Licensor and Big Mini DV Festival agree to indemnify and hold the other harmless from and against any and all claims, losses liabilities, damages and expenses, including reasonable attorneys' fees, which may result from any breach of their respective representations and warranties hereunder.
5. As between Licensor and Big Mini DV Festival, the Picture shall be Licensor's sole and exclusive property. Big Mini DV Festival shall not be obligated to use the Footage or the rights herein granted or to reproduce, exhibit, or broadcast the Picture.
6. Licensor acknowledges that, under the Federal Communications Act, it is a Federal offense to give or agree to give anything of value to promote any product, service or venture in the Picture, and Licensor warrants and represents that Licensor has not and will not do so.
7. This agreement constitutes the entire understanding between the parties, supersedes any prior understanding relating thereto and shall not be modified except by a writing signed by the parties. This agreement shall be irrevocable and shall be binding upon and inure to the benefit of Licensor's and Big Mini DV Festival's respective successors, assigns and licensees.

Kindly sign below to indicate your acceptance of the foregoing.

Licensor:

(Signature)

(Please print name)

(Title)

(Company)

(Address)

(Country)

(Phone Number)

(E-mail)

(Fed. ID # or Soc. Sec. #)

CONFIRMED:

By _____