

VIDEOTAPE FOOTAGE/PROJECT RELEASE FOR 2010 BIG MINIDV FESTIVAL

LICENSOR _____

LICENSEE Big MiniDV Festival/Long Island University/Media Arts Department

DESCRIPTION OF FILM/TAPE PROJECT ("Footage") INCLUDING GENRE:

LENGTH OF FOOTAGE (hours:minutes) _____

PRODUCTION ("The Picture") _____

Licensor hereby grants to the Licensee, 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 MiniDV 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 MiniDV Festival. Big MiniDV Festival may broadcast in whole or in portions and otherwise utilize the "Footage in the Picture" in customary advertising and publicity thereof, throughout the world in perpetuity in any media now known or hereafter devised.
2. Big MiniDV Festival shall not make any reproductions whatsoever of or from the "Footage in the Picture" except as described hereunder. The Big MiniDV Festival also warrants that it will not use 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 MiniDV 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 MiniDV Festival agree to indemnify and hold harmless from and against any and all claims, losses, liabilities, damages and expenses, including reasonable attorney's fees, which may result from any breach of their respective representations and warranties hereunder.
5. As between Licensor and Big MiniDV Festival, the "Picture" shall be Licensor's sole and exclusive property. Big MiniDV 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 MiniDV Festival's respective successors, assigns and licensees.

Please sign below to indicate your acceptance of the foregoing.

Confirmed:

By _____

Licensors:

(signature)

(print name)

(title)

(company)

(address)

(city, state and ZIP code)

(country)

(contact phone number including country code)

(email)

(Fed. I.D. or Soc. Sec. #)