



Naming of Parties

This contract (Agreement) is between the Denali Film Festival (*FESTIVAL*) and the undersigned producer (*FILMMAKER*). The Denali Film Festival is an independently run and operated film festival in Denali National Park, AK. The event takes place with permission from the Denali Education Center, a non-profit 501(c)3. The *FILMMAKER*'s address and information are listed on their FilmFreeway application. *FESTIVAL* will choose the streaming platform, duration of streaming (not to exceed ten days), in-person screening dates, and the number of in-person screenings (not to exceed three).

Effective Date

The effective date of this Agreement shall be the day *FILMMAKER* returns a signed and dated copy to *FESTIVAL*.

Definitions

"Filmmaker" shall refer to the owner of the right, title, and interest to the Work including full ownership of the copyright, and who submitted the film for consideration to the Denali Film Festival via FilmFreeway.

"Festival" shall refer to the Denali Film Festival and its organizers.

"Agreement" shall refer to this document.

"Work" shall refer to the film that was submitted by the filmmaker via FilmFreeway to the Denali Film Festival.

Term

From the date of effectiveness, the terms of this Agreement are to last until the last day of streaming which is to be determined by *Festival*. The duration of this contract shall not last more than one year from the date of effectiveness. All terms set forth in this Agreement are bound by the same duration stated above. No terms of this agreement may be transferred, subleased, or delegated and any ability to do so is strictly forbidden.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

Copyright Grant

I (*FILMMAKER*) grant to you (*FESTIVAL*) a perpetual (for the duration of this agreement), universal, non-exclusive, no-charge, royalty-free, copyright license, without any obligation for accounting to (*FILMMAKER*), to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, distribute, and implement the film to the full extent of my copyright interest in the work.

Warranty of Ownership

FILMMAKER is the true and verifiable owner of the full copyright of the Work. *FILMMAKER* has the right to inure this agreement and has not transferred rights to the Work in any manner that would conflict with the interests of *FESTIVAL*. This clause indemnifies *FESTIVAL*, their employees, volunteers, vendors, advertisers, sponsors, and partners from all copyright violations or damages that may arise from a violation of the copyrighted Work. *FILMMAKER* verifies that the Work is an original work of authorship, fixed in any tangible medium of expression now known or later developed from which they can be perceived, reproduced, or otherwise communicated, either directly or with aid of machine or device. *FILMMAKER* verifies that the Work does not contain any material that would be considered libel, harassment, or a violation of any law or statute. *FILMMAKER* agrees to work collaboratively with *FESTIVAL* in defending against any third-party claims related to the Work.

Survival Provision

In the event of death of *FILMMAKER*, this Agreement and its terms will inure to the *FILMMAKER'S* subsidiaries, heirs, or successors and bind itself accordingly. This allows the *FESTIVAL* to retain control of the copyright for the duration outlined in the Agreement.

Promotion

FILMMAKER grants *FESTIVAL* permission to use names and biographical information, titles, still imagery, digital imagery, video clips, interviews, and any other material associated with the Work in whatever means or digital outlet *FESTIVAL* sees fit. The duration of video clips used for promotional use will not exceed three minutes. Promotion of the Work includes press and publicity and will be used specifically to generate attendance and revenue.

Duration and Limitation of Contract

Both parties agree that at no point are *FILMMAKER* or *FESTIVAL* unifying as a group, joint venture, or incorporation, nor do either party have the intention of such an endeavor. Within the confines of this Agreement, both parties will remain independent contractors with no legal, tax, or commercial incentive to the other.

Delivery

Delivery means the transfer of the digital Work file from *FILMMAKER* to *FESTIVAL* as well as the transfer of the digital Work from *FESTIVAL* to the third-party streaming service provider in accordance with the terms and conditions set forth in this Agreement. *FILMMAKER* agrees to send an HD-quality digital file of the Work to *FESTIVAL*. The digital file is not to exceed 8GB and shall be sent either through email, Dropbox, or another transfer site as requested by *FESTIVAL*. *FILMMAKER* gives permission for *FESTIVAL* to upload Work to a third-party streaming site for the purpose of streaming the Work universally via the internet. The third-party

streaming site will be determined by *FESTIVAL* and is not limited to uploading work to *FESTIVAL*'s own YouTube channel for the purpose of streaming. *FILMMAKER* now has been given notice of upload to a third-party site (including YouTube) and agrees to waive their right to undercut the streaming process by either requesting the webpage owner to remove the Work or to utilize the Digital Millennium Copyright Act (DMCA). The use of the DCMA would reduce the effectiveness of *FESTIVAL*'s streaming platform and would tarnish the organization's reputation.

Indemnification

This provision shall survive termination or expiration of this Agreement.

To the fullest extent permitted by law, *FILMMAKER* shall defend, indemnify, and hold harmless the *FESTIVAL*, and its directors, officers, other employees, affiliates, sublicensees, and agents (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of¹ *FILMMAKER*'s breach or alleged breach of any of the terms, warranties, or representations of this Agreement except to the extent such Claims are caused by the breach by *FESTIVAL* of its obligations under this Agreement.²

Limitation of Liability

FILMMAKER shall not file a claim of any kind against *FESTIVAL* arising from this Agreement or the events surrounding the festival. No liability may be found on the part of the *FESTIVAL* through tort, contract, or any other legal theory. *FESTIVAL* has no liability for any type of damages arising out of the contract whether from breach or non-action regardless of the cause.³

Territory

FILMMAKER grants *FESTIVAL* universal territory rights to stream the Work via a third-party streaming platform on the *FESTIVAL*'s webpage.

Distribution

FILMMAKER agrees to allow *FESTIVAL* to host a video on demand (VOD) streaming format that permits audience members to select the time, place, and device of streaming the Work. Audience members will pay USD for a digital ticket at a price to be set later by *FESTIVAL*. *FESTIVAL* will keep 100% of all gross revenue including subscription revenue, advertising revenue, and entry fee revenue.

Restrictions

¹ <https://www.lawinsider.com/clause/indemnification-clause>

² <https://cbfilmfest.org/filmmaker-agreement-and-contract>

³

https://d3n8a8pro7vhmx.cloudfront.net/womensvoicesnow/pages/538/attachments/original/1475606791/Festival_Licensing_Agreement.pdf?1475606791

FESTIVAL will use all digital files in an unaltered form [unless the use is for advertising.] *FESTIVAL* warrants and represents that they shall not directly or indirectly allow any materials to be edited, altered, or otherwise modified, either in whole or in part, directly or indirectly. Without limiting the generality of the foregoing, all videos included in the Video Service, including all Ephemeral Copies derived from encoded digital files delivered to *FESTIVAL*, shall be in the same form and format, including the same codecs, bitrates, frame rates, screen resolutions, sampling rates and other parameters, as the corresponding video is delivered to *FESTIVAL* without alteration, editing and/or transcoding of any kind, in whole or in part⁴.

Limited License to Digital Content

Subject to payment of any charges to access digital content, and *FILMMAKER*'s compliance with all terms of this agreement, *FILMMAKER* grants *FESTIVAL* a non-exclusive, limited license, during the applicable viewing period, to access and view the digital Work in accordance with the usage rules outlined in this Agreement. *FESTIVAL* will remove digital Work from streaming platform after the end of the viewing period specified in this Agreement. The limited license and all transferable rights outlined in this Agreement of the *FILMMAKER*'s work extend to the streaming platform of the *FESTIVAL*'s choosing.⁵

Cancellation

Cancellation clause based on external events that may affect *FILMMAKER*'s stream, potential revenue, or potential opportunities if the streaming is not able to take place. Streaming and online services are subject to weather beyond the control of *FESTIVAL*. *FILMMAKER* acknowledges that any losses incurred by a change, partial, or total lack of streaming are not the fault of *FESTIVAL*, and no type of relief may be sought from *FESTIVAL* for any change or update to the streaming service or schedule.⁶

Security

FESTIVAL agrees to make a good faith effort to keep the digital files of the Work safe and secure from piracy or outside tampering or altering. The storage of the digital file, be it the cloud or an external hard drive will remain reasonable safe. *FESTIVAL* agrees to make a good faith effort to keep digital files free from piracy and is a promise to the *FILMMAKER* that their work will be protected to a reasonable degree. *FILMMAKER* agrees to expel any notion of liability on the part of *FESTIVAL* for any altering, tampering, or illicit downloading from the third-party streaming service or the modes of delivery specified within this Agreement.

Most Favored Nations

FESTIVAL hereby represents and warrants as of the date hereof and covenants and agrees from and after the date hereof that none of the terms offered to any other holder in any other agreement is or will be more favorable to such other holder than those of the *FILMMAKER* and this Agreement.

⁴ <https://www.lawinsider.com/contracts/iF50wO5vidG#streaming>

⁵ <https://app-argo-prod.s3.us-west-1.amazonaws.com/pdf/document/version/2020/terms-and-conditions-1-0.pdf>

⁶ <https://www.lawinsider.com/clause/cancellation-by-the-artist#:~:text=Should%2C%20for%20any%20reason%2C%20an,and%20shall%20not%20be%20refunded.>

Mediation and Arbitration

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Anchorage, AK. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved through mediation, the parties agree to submit the dispute to binding arbitration in Alaska under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court with jurisdiction to do so.⁷

Attorney Fees

If any legal action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses.⁸

Superseding Agreement

If any provision of this Agreement or the application thereof to any party, Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

Agreement of All Terms

This Agreement encompasses the entire agreement and supersedes all prior contracts and understandings relating to the subject matter. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged.

I understand and agree to the foregoing terms and do so by submitting my electronic signature.

NAME	SIGNATURE	DATE
FILMMAKER		

Kimberly Braun		06/13/2023
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NAME	SIGNATURE	DATE
FESTIVAL		

Darrell Johnston		06/13/2023
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NAME	SIGNATURE	DATE
FESTIVAL		

⁷ <https://www.lawinsider.com/clause/mediation-and-arbitration>

⁸ <https://cbfilmfest.org/filmmaker-agreement-and-contract>