



CONFINEMENT ONLINE FILM FESTIVAL ENTRY FORM  
LICENSE, RELEASE AND AGREEMENT  
PLEASE READ CAREFULLY BEFORE YOU SIGN

1. The undersigned (“Entrant”) has entered his, her, or its film identified below (“Film”) in *The Stranger’s/Portland Mercury’s* Confinement Online Film Festival (the “Festival”).
2. In order to consider the Film, Index Media LLC, dba The Stranger/Portland Mercury (“Festival Producer”) requires that the Entrant sign and deliver this License, Release and Agreement, including accompanying releases and copy of a photo ID for all persons who are depicted in the Film. Entrant understands that it has the right to withdraw the Film from the Festival in the alternative to executing this License, Release and Agreement.
3. The Festival is described as two parts. (a) “Opening Festival”: The festival will screen online. In this portion of the Festival, attendees will vote for films within pre-defined categories. Winners in each category will be awarded a cash prize (Categories and prize amounts; \$500 “Most Creative”, \$500 “Funniest”, \$500 “They Lost Their Goddamn Mind”). No other compensation will be provided to filmmakers who do not win or are first runner up in a category. (b) The second portion of the Festival will be repeat “on demand” screenings following the conclusion of the Opening Festival. All filmmakers who have a film in the Festival will receive a percentage of ticket sales (20% of ticket sales will be divided equally among the films that are chosen to participant) payable at the conclusion of each calendar quarter. The repeat screenings will not have a voting component and no category prizes will be awarded.
4. The Entrant hereby grants to The Festival Producer, for no further royalty or other compensation other than described in Section 3 of this Release and Agreement, a nonexclusive license to (a) screen the Film at one or more public screenings., (b) identify the Film and/or the Entrant on The Festival Producer’s website (or publishing a link to other web sites), in print or print advertising, alone or together with works by other artists, and (c) otherwise use or display the Film as The Festival Producer, or any of its sublicensees, successors or assigns, in their discretion, deem necessary or useful for their own purposes. Upon conclusion of the Festival, The Festival Producer will use diligent efforts to return the Film to the Entrant, if the Entrant, before the conclusion of the Festival, has requested The

Festival Producer to do so. If no such request has been received by The Festival Producer before the conclusion of the Festival, The Festival Producer intends to destroy the Film and will use diligent efforts to do so. However, The Festival Producer shall have no liability to Entrant for failing to comply with Entrant's request to return the Film or failing to destroy the Film if no such request is received, even if the result is dissemination or disclosure of the Film to others.

5. Nothing in this License, Release and Agreement is intended to limit the rights of Entrant or any other person or entity to do any of the things licensed hereunder, the rights granted hereunder being non-exclusive.
6. The Entrant represents and warrants to The Festival Producer that the Entrant is the sole owner of all rights to the Film, has full power and authority to enter into this License, Release and Agreement without the consent of any other person, and that neither the Film nor any exercise of the rights granted by this License violates nor will violate the rights of any person, including without limitation the actors and other participants in the Film, and other persons with interests in the subject matter, source material, presentation or ownership of the Film. The entrant also represents and warrants to The Festival Producer 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 and against any and all claims, losses, costs, damages, liabilities and expenses (including attorneys' fees) whatsoever that maybe incurred by The Festival Producer as a result of, or in the event of, the untruth of this representation and warranty.
7. If music is used in the Film, the Entrant represents and warrants that Entrant has been granted permission for such use by the owner(s) of the lyrics and the music and the Entrant shall provide to The Festival Producer proof of such permission. Alternatively, the Entrant represents and warrants that, unless used for a parody which directly comments on the original piece of music, only minimal parts of any music are used and only as background music.
8. The Entrant shall be responsible for complying with all requirements of 18 USC § 2257, relating to record keeping concerning the identity and date of birth of all performers. The Entrant represents, warrants and agrees that the Entrant is familiar with all these requirements and will comply with them. Acceptance or screening by The Festival Producer of the Film shall not relieve the Entrant from this obligation or constitute any warranty by The Festival Producer of any responsibility for these requirements.
9. Nothing in this License, Release and Agreement constitutes a guaranty that The Film will win the Festival or any award in the Festival or that it will be screened, exhibited or publicized at any time. The Festival Producer will announce a policy at any public screening of the Film that unauthorized taping or recording of any portion of the Film is prohibited. However, The Festival Producer assumes no other responsibility to prevent unauthorized taping or recording.

10. This is the sole agreement between Entrant and The Festival Producer concerning the Film and the Festival, and supersedes any and all prior advertising, agreements, entry forms, correspondence or other communications or understandings between the parties.
11. Entrant agrees that any dispute arising under or related to this License, Release and Agreement shall be resolved by a court in Seattle, Washington and Entrant hereby agrees to subject himself, herself, or itself to the jurisdiction of any court in Seattle, Washington. Washington law shall govern any such dispute and the prevailing party shall be entitled to recover its, his, or her attorney's fees and costs.

Executed on \_\_\_\_\_, 20\_\_.  
INDEX MEDIA LLC

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Film: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**Do you want your film to be returned to you or destroyed?** \_\_\_\_\_

Note: We cannot be responsible for what the postal service, your roommates, etc. do with your disc or thumb drive once we place it in the mail. Please consider making your own copy before submitting and allow us to destroy the item.