

## **“13 STORIES” FILMMAKER AGREEMENT**

This is an agreement between, \_\_\_\_\_, the Team Representative for the Filmmaker Team known as \_\_\_\_\_, (hereafter known as “Filmmaker Team”), the Idaho Forty Eight Hour Film Competition and Festival (hereafter known as “i48”), and the Old Idaho Penitentiary with respect to the Filmmaker Team’s involvement in “13 Stories” and creation of a short film or video (the “Film”) pursuant to the terms below.

The Filmmaker Team hereby agrees to take part in “13 Stories, being produced by i48 and the Old Idaho Penitentiary scheduled to take place from May 1, 2021 to August 29, 2021. The Team Representative hereby states that he/she has read, and agrees to abide by, the “13 Stories Official Rules,” the terms of which are attached hereto and incorporated herein. It is understood that i48/Old Idaho Penitentiary reserves the right to screen or exhibit only those films/videos which adhere to the “Official Rules.”

The Team Representative understands that he/she is responsible for all crew, cast, equipment, sets, locations, and other items necessary for participating in “13 Stories”, and all costs, expenses, damages and claims related thereto. The Old Idaho Penitentiary is providing free location access to the Old Idaho Penitentiary grounds on dates and times specified by the Old Idaho Penitentiary. i48/Old Idaho Penitentiary is providing the event and guidelines in which the Filmmaker Team is taking part; a screening opportunity for all of the completed work; and awards for the winners of the competition.

The Filmmaker Team agrees that they will secure all rights to images, sounds and music used in their project; and/or will secure talent and location releases. The Team Representative indemnifies and holds harmless i48/Old Idaho Penitentiary from any 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 the Filmmaker Team’s film/video.

The Filmmaker Team acknowledges that i48 and Old Idaho Penitentiary will be a co-owner of the completed Film; and that i48 and Old Idaho Penitentiary has the right to screen the Film at

the “13 Stories” event on Sept. 10-11, 2021, subsequent screenings at the Old Idaho Penitentiary at the complete discretion of the Old Idaho Penitentiary, and be posted to i48’s Vimeo internet account; and the right to publicize “13 Stories” using the name or images of the “Film.” The Filmmaker Team, i48 and Old Idaho Penitentiary hereby agree that the Filmmaker Team retains all other rights.

The Filmmaker Team acknowledges that participation in “13 Stories” is without compensation. The consideration for participating in “13 Stories” is the screening of the participant’s completed film/video at the conclusion of “13 Stories” and the possibility, although not the obligation by i48 and Old Idaho Penitentiary, for future screenings; and the opportunity for publicity or exposure for being a participant.

\_\_\_\_\_  
Team Representative

\_\_\_\_\_  
Director - i48

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Representative – Idaho State Historical Society

\_\_\_\_\_  
Date