

Assignment of Rights Agreement (short form)

Assignment of rights agreement dated ____20__ between _____ (entrant) and [author/composer]_____ (assignor), for \$_____ paid by entrant to assignor, and other good and valuable consideration, receipt of which is acknowledged.

Entrant and assignor agree as follows:

1. Assignment of rights

1.1. Assignor sells, grants, assigns and sets over (“assigns”) to entrant, its successors and assigns, all rights, under copyright or otherwise, and the unencumbered right to exercise these in all media and by any manner and means, whether now or later devised throughout the universe in perpetuity, in that certain [literary material/musical work]_____ written by assignor entitled_____ (“work”), including, but not limited to the copyright in all (i) contents, (ii) present adaptations and versions, (iii) themes, (iv) titles, (v) characters, and (vi) renewals or extensions.

2. Warranties

2.1. Assignor warrants that

2.11. Assignor is the sole author of the work:

2.12. Assignor has authority to enter into this project and to grant the rights granted in this project;

2.13. The work is original except for (i) material in the public domain, and (ii) those excerpts from other works as may be included with the written permission of the copyright owners:

2.14. The work has not been published or copyrighted;

2.15. The work has not been publicly performed in any manner:

2.16. The assignor has not licensed or authorized the publication or performance of the work in any manner:

2.17. The work does not contain any defamatory material or injurious instructions;

2.18. The work does not infringe on any copyright:

2.19. The work does not violate any right of privacy or any other right of any other person:

2.20. The work is not in the public domain:

2.21. The assignor has not entered into any agreements or granted any rights, the performance of which would in any way prevent, limit or restrict the performance of any of the terms of this agreement:

2.22. The assignor has no knowledge of claims by any person, which, if sustained, would be contrary to assignor’s warranties made within this agreement.

2.23. Assignor will indemnify and hold entrant harmless from any claims that may arise out of the work.

3. Assignor assigns to entrant, its legal representatives, successors and assigns, the right to use and permit others to use assignor’s name or likeness for the purpose of advertising or publicizing the work.

4. Modifications

4.1. No verbal agreement will be relevant or allowed to modify or add to this agreement. Any changes, amendments or collateral agreements will have legal effect only if (i) in writing, and (ii) executed by entrant and assignor.

5. Assignor and entrant each individually warrant that it is free to enter into and fully perform this agreement.

6. Governing law

6.1. This agreement will be governed by the laws of the commonwealth of Massachusetts applicable to agreements made in and wholly to be performed in this state, and the parties submit and consent to the jurisdiction of the courts of the state in any action brought to enforce (or otherwise relating to) this agreement.

7. Tufts University copyright policy

7.1. This agreement incorporates by reference the Tufts University copyright policy located at <http://uss.tufts.edu/studentaffairs/>

8. Captions

8.1. The captions used in this agreement are inserted only for the purpose of reference. They are not to be given any legal effect.

8.2. The captions are not to govern, limit, modify or in any other manner affect the scope, meaning, or intent of the provisions of this agreement.

9. Illegality

9.1. If any conflict arises between any provision of this agreement and law or policy, then the law or policy will prevail, and the provision(s) effected will be curtailed, limited or eliminated to the extent (but only to the extent) necessary to remove any conflict, and as so modified, this agreement will continue in full force and effect.

10. By checking the box below the assignor and entrant agree to the terms of this agreement.

11. Entrant may be required to submit a signed copy of this assignment of rights agreement upon request. (fax: 617-627-2630)

Assignor date signed: _____ by: _____ address: _____

Entrant date signed: _____ by: _____ address: _____

Location Release Agreement

Location release agreement dated _____, 20_____, between

_____ (entrant) and
_____ (releasor), for the following location (s):

("premises").

Entrant and releasor agree as follows:

1. Releasor grants entrant access to and from, and use of the above listed premises for the purpose of (i) erecting and maintaining temporary motion picture sets and structures, (ii) photographing the premises, sets and structures, (iii) recording sound for any scenes entrant may desire, and (iv) any other purposes as entrant may desire.
2. Releasor acknowledges that releasor has received good and valuable consideration in exchange for granting entrant the right to use the premises, including but not limited to the opportunity to participant in this project.
3. Releasor acknowledges that entrant may begin to use the premises on or about _____ (date) and may continue to use the premises until the completions of all photographing and recording for which entrant may desire the use of the premises for the proposed scenes, including but not limited to all retakes, added scenes, changes and process shots.
4. Releasor acknowledges that entrant shall have the right to remove all of its sets, structures, and other materials and equipment from the premises.
5. Releasor acknowledges that entrant shall own all rights to all photographs and recordings of any kind made by entrant on or about the premises in all medium now known or hereafter devised, and in perpetuity throughout the world, and that entrant, its affiliates and licensees shall have the right to use such photographs and recordings in any manner it may desire without limitation or restriction of any kind.
6. Releasor warrants that releasor is the owner, or the authorized agent of the owner, of the premises and is fully authorized to execute this location release, and that the rights granted in this agreement do not violate the rights of any person or organization.

Owner/ agent entrant

Date signed: _____ date signed: _____

By: _____ by: _____

Its: _____ its: _____

Address: _____ address: _____

Personal Consent and Release (minor)

I hereby grant the following rights to Tufts University's 501 c3 film competition, and any affiliates, licensees, subsidiaries, successors and assigns, in consideration of their possible use of my appearance, interview, performance, visual depiction, oral statements and/or any other information and materials supplied by me (all together referred to hereinafter as the "material") for or in connection with a program

_____ ("title") any and all other programs, projects or productions, whether made for television or any other form of media, and any authorized versions thereof, including but not limited to radio, films, videotapes, videocassettes, videodiscs, record albums, audio cassettes, the print media, the internet, or any other method or device now known or hereafter devised in which my appearance, interview, performance and/or other material may be incorporated, exhibited, exploited and/or otherwise used (collectively referred to hereinafter as "the program").

I acknowledge that no promise or representation has been made to me that Tufts University's 501 c3 film competition shall be obligated to televise or otherwise use the material, and i acknowledge that Tufts University's 501 c3 film competition shall have sole and absolute discretion and creative control in determining whether or not my appearance, interview, performance and/or other material shall be televised or used in any way, or in editing the material and program, or in rescheduling or canceling my appearance, interview or performance.

Tufts University's 501 c3 film competition shall have total ownership of the material and the program in perpetuity and throughout the world, and shall have without limitation the following rights: to edit the material and the program in whole or in part, to print any or all of the material, to exhibit, distribute, broadcast, display and/or otherwise use the material and/or the program, in whole or in part, on broadcast or cable television, satellite transmission, radio, films, photographs, videotapes, videocassettes, videodiscs, record albums, audio cassettes, the print media, the internet, and/or by any other method or device now known or hereafter devised in which my appearance, interview, performance and/or other material may be incorporated, exhibited, exploited and/or otherwise used, to copyright the material and the program, to sell, assign or transfer any or all of these rights to others, and to license others to use any or all of these rights.

Tufts University's 501 c3 film competition, and its affiliates, licensees, subsidiaries, successors and assigns may use my name, likeness, voice, biographical information and/or other material supplied by me for purposes of advertising, publicity and promotion, but not as a direct endorsement for any product or service.

I affirm that the use of my appearance, interview, performance and/or other material supplied by me will not violate the rights of any person or organization and will not incur any liability for payment to any person or organization. I further agree to hold Tufts University's 501 c3 film competition, and its affiliates, licensees, subsidiaries, successors and assigns harmless from any and all liability which Tufts University's 501 c3 film competition, or any of its affiliates, licensees, subsidiaries, successors and assigns may incur as a result of my appearance, interview, performance or the other material supplied by me.

Accepted and agreed:

Minor: signature _____

Name _____

Address _____

Date of appearance _____

I am the parent or legal guardian of the minor listed above. I consent to such minor entering into the 501 c3 film competition. I agree that I will be jointly and severally responsible for all obligations of such minor under this release. In addition, I agree that I will indemnify and hold Tufts University harmless from and against any claims asserted against it by such minor.

Parent/guardian: signature _____

Name _____

Address _____

Date _____

Talent Release Agreement

Talent release agreement dated _____, 20_____, between _____ (entrant) and _____ (participant).

Tufts University’s 501c3 Film competition entrant and participant agree as follows:

1. Participant assigns to entrant the right to record participant’s voice and likeness for use in a media production (“production”) that is tentatively titled _____ to be recorded (date) _____.

2. In assigning the rights in this agreement participant grants to entrant and its successors, assigns, and licensees the full and irrevocable right to produce, copy, distribute, exhibit or transmit participants voice and likeness in connection with the production by means including but not limited to broadcast or cablecast, the print media, videotape, videodiscs, record albums, film, audiotape, internet or any electronic or mechanical method now known or hereafter devised.

3. Participant acknowledges that any picture or recording taken of participant under the terms of this agreement becomes the sole and exclusive property of entrant in perpetuity and throughout the world.

4. Participant further acknowledges that entrant has the right to use participants name, portrait, voice or biographical information to promote or publicize the production, and to authorize others to do the same. However, nothing requires entrant to use participants name, voice, or likeness in any of the manners described or to exercise any of the rights in this agreement.

5. Participant warrants that participant is free to enter into this agreement, and that this agreement does not conflict with any existing contacts or agreements to which participant is a party. Participant agrees to hold regent and any third parties harmless from and against any and all claims, liabilities, losses or damages that may arise from use of participants voice or image in the production.

6. Participant acknowledges that participants grant of rights in this agreement is made in consideration of entrant having provided participant with the opportunity to participate in the production and to support the objectives of entrant, and for other good valuable consideration.

Participant entrant

Date signed: _____ date signed: _____

By: _____ by: _____

Its: _____ its: _____

Address: _____ address: _____

Crew/Cast List

Film: _____

Date: _____

Entrant: _____ **Name**
_____ **title**

Address

E-mail

Telephone

Producer/director/writer

Upm

1st ad

2nd ad

Poc

Apoc

Script

Grip

Grip

Grip

Editor

Editor

Editor

Actor

Actor

Actor

Actor

Actor

Actor

Extra

Extra

Extra

Extra

Extra

Extra

Music Release

To: Tufts University 501c3

1. I hereby irrevocably grant you the irrevocable, worldwide right to exploit, sublicense, Or assign any and all music or portions thereof (the "material") that were created or are Owned by me and are contained in the short motion picture currently entitled " _____ " (the "picture") in connection with (a) the picture in any manner or Medium now or hereinafter known or devised, (b) in the advertising and promotion of The picture, and (c) in connection with any ancillary rights relating to the picture, Including a soundtrack (collectively, the "rights"). You may delete or edit or change or Rearrange all or any part of the material in connection with the foregoing uses.

2. I represent and warrant that I have the full right and authority to grant the rights and that your exploitation of the rights will not violate any rights of any persons. I hereby Indemnify and hold you harmless if you incur any loss, cost, or expense (including Attorneys' fees), due to any claim by me or any other parties relating to your exploitation of the rights.

3. I represent that either (a) I am at least twenty-one years of age or (b) one of my Parents has countersigned below.

4. In no event shall I be entitled to terminate this agreement or any of the rights granted Hereunder, or to interfere with, restrain, enjoin, or otherwise impair the production, Exhibition, distribution, other exploitation, or any other use of the picture or any rights in connection therewith.

5. This agreement shall be governed and construed under the laws of Massachusetts, and The parties hereby submit to the jurisdiction of the courts of Massachusetts.

Dated: _____

By:

Print name: _____

If you are under 21 years old, please have one parent countersign

Below:

By:

Print name: _____

Tufts 501c3: Prize Money Remittance Checklist.

Please send us the following along with this checklist to receive your prize money.

Please make sure you label it correctly. Please write / print the following, clearly on your Master cd / dvd / mini dv and also in the fields below.

1. Title of the submission _____
2. Name of the competition in which it was chosen as winner.

3. Entry level or jury level submission.
4. Playing time (duration) in 00:00:00 format _____
5. Genre such as (action, comedy, etc) _____

If you are using a cd or dvd please make sure you burn it as a data cd / dvd with Video files and not as video cd or dvd to be played on standard dvd players.

Bank information (please print clearly below)

US citizens/residents will be paid by check

Terms and conditions acceptance form

Please make sure you clearly fill all the fields in this form. The forms can be downloaded from the tufts 501c3 website on the submission requirements page. Please make sure you complete the appropriate form. Remember to clearly state the title of your film and the competition month.

Writer's assignment agreement

Please clearly state the title of your film and the competition month.

Talent releases

Please send a talent release form for each individual that appears in your submission video. For children under 18 years of age, a parent or legal guardian must sign the release. Remember to clearly state the title of your film and the competition month.

Crew list

Please send a list containing the full legal names of every person that appears in your submitted video.

Music releases

Please complete music release forms for all music used in your submission. Remember to clearly state the title of your film and the competition month.

Please e-mail us at 501c3@tufts.edu for any further queries.

Material Release

Film (working title): _____ (the "film")

Description of material: _____
_____ (the "licensed material")

Licensor: _____ ("licensor")

Licensor hereby grants to _____ ("producer"), its successors and assigns, the non-exclusive right to reproduce the licensed Material, to record and edit the licensed material as desired on film, tape or otherwise (the "recording"), and to use the licensed material, in whole or in part, in and in connection with the film and all versions thereof and all materials relating thereto, including advertising and promotion. Producer, and its successors and assigns, shall own all right, title and interest, including the copyright, in and to the film, including the recording, to be used and disposed of throughout the world in perpetuity without limitation as producer shall determine in its sole discretion, including without limitation to distribute the film in all manner, format and media, whether now known or hereinafter developed.

Licensor represents and warrants that licensor possesses or has obtained all rights to the licensed material necessary for the grant of this license and that the rights granted hereunder will not conflict with or violate any commitment, agreement, or understanding licensor has or will have to or with, nor infringe upon any rights of, any person or entity. Licensor shall pay and indemnify and hold producer and its grantors, officers, directors, assignees, agents, licensees, and employees harmless from and against all claims, losses, costs, expenses, settlements, demands, and liabilities of every kind, including reasonable attorneys' fees and expenses, arising out of or incurred by reason of the use of the licensed material set forth herein or the inaccuracy, alleged breach, or actual breach of any representation, warranty, covenant, agreement, or undertaking licensor has made herein.

Signature: _____

Address: _____

City: _____ state: _____ zip: _____

Telephone: _____

Date: _____

E-mail: _____

Material release