



19<sup>th</sup> Annual International Ocean Film Festival  
April 7 – 10, 2022

## Licensing Agreement

### Definitions

- "Agreement" shall mean this document.
- "Application" shall mean the online or paper application submitted by Filmmaker to International Ocean Film Festival when submitting a film to the Film Festival.
- "Effective Date" shall mean the date a Filmmaker submits a film to the Film Festival.
- "Film Festival" shall mean International Ocean Film Festival Online Film Festival.
- "Producer" shall mean the undersigned person who owns all right, title, and interest, including copyright in and to the Work, who submitted a film to the Film Festival and agreed to this Agreement.
- "Work" shall mean the film submitted by the Filmmaker to the International Ocean Film Festival.
- "IOFF" shall mean International Ocean Film Festival

### Agreement

This Licensing Agreement (the "Agreement") is entered into between International Ocean Film Festival, a registered 501 (c)3 ("IOFF"), with an address at 1007 General Kennedy Avenue, Suite 205, San Francisco, CA 94129, and the undersigned applicant (the "Producer"), with an address as listed in the IOFF's application to the Film Festival (the "Application").

WHEREAS, IOFF sponsors International Ocean Film Festival Online Film Festival (the "Film Festival"), which features independent films from around the world that focus on ocean related issues;

WHEREAS, Producer is the producer of, and owns all right, title, and interest, including copyright in and to, the short film submitted to the Film Festival (the "Work");

WHEREAS, Producer wishes to allow IOFF to display the Work on IOFF's website, to showcase the Work on the virtual film festival and various future screenings, if applicable, both virtually and in-person;

NOW THEREFORE, in consideration of the mutual representations, covenants, and other terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Effective Date. This Agreement shall become effective as of the date of the Producer's submission of a film to the Film Festival (the "Effective Date").
2. Grant. Producer hereby grants to IOFF the irrevocable, non-exclusive right, but not the obligation, to broadcast, reproduce for IOFF's promotional reels, transmit, communicate, display, distribute not-for-profit, and otherwise exploit the Work, throughout the universe and in perpetuity, and in all languages and versions and digital formats in all media now known or in future devised, and to showcase the Work online, and in as many screenings around the world as

desired. Producer will not receive any payment or consideration of any kind for submitting the Work, having the Work shown for the Film Festival, or having the Work otherwise exploited by IOFF. For the avoidance of doubt, IOFF has no obligation to display the Work on IOFF's website or to screen the Work at any physical IOFF events.

3. Delivery. In the event that the Work is selected for the Festival, Producer agrees to deliver a high-resolution digital copy of the Work to IOFF as a condition to completion of the application.

4. Promotional Use. Producer hereby grants to IOFF the irrevocable, non-exclusive right, but not the obligation, to advertise and promote the Work, by whatever method and in whatever media IOFF deems appropriate, which shall include the right to edit, dub or otherwise alter the Work and to couple and combine the Work with other material (including material taken from other productions). Producer also grants IOFF the right to use Producer biographical information (not including personal information) and the likenesses of people who appear in the Work in connection with the rights granted in this Agreement.

5. Proprietary Rights, Credit and Attribution. As between Producer and IOFF, Producer shall be the sole owner of all intellectual property rights in the Work. IOFF shall give Producer credit in connection with the exploitation of the Work by identifying Producer in a prominent manner in conjunction with the advertising and promotion of the Work.

6. Warranties and Representations. Producer warrants and represents that:

a. Producer has the right to enter into this Agreement and grant the rights granted herein, and that there has been no prior sale, publication or transfer of rights to the Work or any party thereof which conflicts with the rights granted to IOFF in this Agreement.

b. The Work is Producer's original work, and does not now and will not violate any existing intellectual property rights, including, without limitation, copyright, trademark, or any other proprietary or contractual rights, and that the Work contains no matter which, if published, will be harassing, libelous, obscene, or a violation of any rights of publicity or privacy, or any law or regulation. Producer will fully cooperate with IOFF in responding to and defending against any third party claim related to the Work.

7. Indemnification. Producer, at his or her or its own expense, shall indemnify and hold harmless IOFF, its successors and assigns, directors, officers, employees, and agents against any claim, demand, cause of action, expense or liability (including reasonable attorneys' fees and costs), arising from any third party claim that Producer's Work infringes such third party's intellectual property rights, rights of privacy or rights of publicity.

8. Limitation of Liability. Under no circumstances and under no legal theory, whether under tort, contract, or otherwise, shall IOFF have any liability to Producer for any claim arising out of this Agreement for any indirect, special, punitive, incidental, or consequential damages arising during and/or as a result of the breach or non-performance of this Agreement regardless of the cause thereof, even if such party shall have been informed of the possibility of such damages, or for any claim by any other person.

9. Assignment. This Agreement shall inure to the benefit of and be binding upon the subsidiaries, licensees, successors, heirs, and assigns of the parties hereto.

10. Survival of Terms. Notwithstanding any expiration or termination of specific paragraphs of this Agreement, remaining paragraphs shall survive and remain in effect in accordance with their terms.

11. Miscellaneous.

a. All notices and other communications under this Agreement shall be in writing and shall be deemed given when delivered by hand or five (5) business days after being deposited with an international overnight courier, to the address set forth above or such other addresses as either party shall specify in a written notice to the other.

b. This Agreement is to be governed by and construed and enforced in accordance with the substantive laws of the State of California, without giving effect to the conflict of laws or choice of laws provisions thereof, and the parties hereto submit and consent to the jurisdiction of the courts in the State of California, including Federal Courts therein, should Federal jurisdiction requirements exist, in any action to enforce (or otherwise relating to) this Agreement.

c. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties, or, if incapable of such enforcement, shall be deemed to be deleted from this Agreement, and the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

d. The waiver by either party of a breach of or a default under any provision of this Agreement, shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

e. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties; the parties shall at all times be independent contractors under this Agreement.

f. Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

g. This Agreement constitutes the entire agreement between the parties concerning discussions, proposals, negotiations, conditions, and agreements, whether oral or written, between the parties relating to the subject matter of this Agreement. This Agreement shall not be amended except by a written agreement subsequent to the Effective Date and signed on behalf of the party against which enforcement is sought.

h. This Agreement may be executed in counterparts, all of which collectively constitute a single document and each such counterpart shall be binding upon the parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

By checking the "I have read and accept the Licensing Agreement" box below, Producer accepts and agrees to comply with the foregoing terms and conditions.

☐ I have read and accept the Licensing Agreement.

\_\_\_\_\_  
Title of Film

\_\_\_\_\_  
Submission Date (Effective Date

\_\_\_\_\_  
Producer Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Producer Signature

\_\_\_\_\_  
IOFF Representative (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
IOFF Signature