



SANTA FE
FILM FESTIVAL

**Terms and Conditions of Without A Box Submissions
to the 2011 Santa Fe Film Festival**

1. I, the representative of the project being submitted (the "Film"), acknowledge and agree as follows in connection with the Film's submittal to Santa Fe Film Festival (SFFF or Festival):
2. I hereby represent and warrant to the Festival that (a) I am duly authorized, on my own behalf and on behalf of all other persons or entities who have any ownership rights in the Film, to exhibit this Film at the Festival, (b) this exhibition will not violate any law or any right or consent of any person or entity and (c) the Film is not subject to litigation nor is it threatened by any litigation.
3. I further represent and warrant that, to the best of my knowledge, the exhibition of the Film at the Festival will not violate or infringe any copyright, patent, privacy right, publicity right, trademark, service mark or any other personal or property right of any person or entity and that my Film does not constitute a defamation of any person or entity. I have paid and will pay in full all license fees, clearance fees, and other obligations, of any kind, arising from the exhibition of the Film in connection with the Festival.

4. If accepted, I acknowledge that the Festival's presentation of the Film does not create any confidential or fiduciary relationship between the Festival and I. I understand that I will not receive any compensation for such exploitation, although some prizes at the Festival may include cash awards. I acknowledge that no obligation of any kind is assumed by or may be implied against the Festival or the because of the Festival's selection of the Film. I understand and acknowledge that the selection of my Film by the Festival does not in any way constitute an express or implied endorsement or approval by the Festival of the content of the Film or any opinion expressed therein.
5. I agree to indemnify and hold harmless Santa Fe Film Festival, the affiliate, subsidiary and parent entities of each, and the officers, directors, employees, attorneys, advisors and agents of each of the foregoing from and against any and all claims, losses, or liabilities (including reasonable attorneys' fees) that may be asserted against any of the foregoing or incurred by any of the foregoing at any time in connection with the Film or the Festival's use thereof, and/or arising from any breach or alleged breach of any representation made by me to the Festival.
6. In the event that the Film is accepted into the official Festival program, myself and all other parties involved with the Film agree that the Film will not associate with nor receive support from corporations during or related to the Film's participation in the Festival that are not Official sponsors or supporters of the Festival without prior written consent of the Festival. Methods of support include: hosting a dinner, party or junket for or in conjunction with the Film, providing media space for roundtable or one-on-one interviews, etc. Santa Fe Film Festival is a non-profit organization that relies on the funding of our official sponsors and supporters to produce the Festival. For an official list of sponsors and supporters, please refer to the contributors list at: <http://www.santafefilmfestival.com>. If you have been approached by a company or corporation that does not appear on this list, they are NOT officially aligned with the Santa Fe Film Festival.

7. If accepted, I hereby grant without reservations, to the Institute, the Festival, and their related entities (a) the right to use footage, stills and/or titles, and information from the Film for promotional purposes and (b) the right to issue and authorize publicity concerning the filmmakers and the Film and to use all associated names, likenesses and biographical information. I also agree to provide contact information for the director and producer(s) of the Film and grant the Festival the right to provide this information to film industry organizations sponsoring Festival events at its discretion.

8. I represent that I am 18 years of age or older, or that if I am younger than the legal age to enter into contracts in my state, I have provided a written consent from my parent or legal guardian. I agree that any controversy arising out of or in connection with my Film and the Festival will be governed by the internal laws of the State of New Mexico and conclusively determined by arbitration in the City of Santa Fe in accordance with the rules of the American Arbitration Association before a single arbitrator mutually agreed by the parties. I hereby waive any and all rights and benefits which I might otherwise have or be entitled to litigate any such dispute in court, including without limitation a trial by jury.

9. I acknowledge that I have read and understood the rules and regulations for submitting a film to the Festival, located at <http://www.santafefilmfestival.com>.

10. By clicking "I Agree" below, I constitute my full and complete acceptance of the terms hereof. I acknowledge that no oral representations of any kind have been made by Santa Fe Film Festival. Maker grants the Santa Fe Film Festival the right to use a clip or clips from the film or any press materials submitted for publicity and promotional purposes.

For accepted titles, the Festival should receive the exhibition print no later than September 29, 2011. The filmmaker is responsible for the expense of shipping their exhibition print to the Festival and its return to if so deemed with the Operations Director. The Festival will NOT cover the expense of shipment back to the filmmaker or to any other location in the U.S. indicated by the filmmaker. Exhibition prints will be shipped within 30 days of the closing of the Festival. The Festival will not pay for the cost of overnight shipping.

