



Office Use Only

## 2010 TFI SLOAN FILMMAKER FUND RELEASE FORM

Tribeca Film Institute Inc.  
Attn: TFI Sloan Filmmaker Fund  
375 Greenwich Street  
New York, New York 10013

To the Tribeca Film Institute:

I am concurrently submitting to you with this release form (the "Release") a completed Fund Entry Form, an entry fee of \$40 (U.S.) payable to Tribeca Film Institute Inc. ("TFI") and a narrative feature film project entitled

\_\_\_\_\_ (such feature film project, together with any other ideas or material submitted by me hereunder, collectively, the "Submission Material") for entry in the 2010 TFI Sloan Filmmaker Fund (the "Fund"). I hereby represent, warrant and agree that:

1. I am executing this Release to induce TFI to review the Submission Material, and I acknowledge that TFI has refused to accept, consider or otherwise evaluate the Submission Material without my acceptance of each and all of the provisions of this Release, and that TFI has not examined said Submission Material prior to my execution of this Release. I further acknowledge and agree that (a) TFI is not undertaking any obligation to either examine or use said Submission Material or to be selected by the Fund; (b) neither my disclosure of the Submission Material hereunder, my entering into this Release, nor my selection by the Fund (if I become a recipient of the Fund) shall establish any express or implied confidential relationship between any TFI Entity (as defined below) and me with respect to the Submission Material or otherwise, and (c) no contract or obligation of any kind is assumed by any TFI Entity, or may be implied against any TFI Entity, by reason of my submission of the Submission Materials, the review of the Submission Materials hereunder, or my selection by the Fund.
2. I am the sole author and owner of all Submission Material and have the full right and authority to submit the Submission Materials to TFI upon the terms and conditions stated herein. The Submission Material is original with me, and the submission hereunder of the Submission Material will not violate any law or any right of any person or entity. The Submission Material has never been under option by a third party and is not currently under option by any third party except as follows: \_\_\_\_\_ (please provide details, if applicable, otherwise leave blank). To the extent the Submission Material is based on an existing published work, I either (a) am the owner of such published work, or (b) have written permission from the author and owner of such published work to adapt such published work into a feature length theatrical motion picture, and I am submitting a copy of such written permission simultaneously with submission of this Release.
3. I agree that if my project is selected by the Fund, I will require any entity producing and/or distributing the film to include the following, on screen, in the credits for such film: (a) the words "In association with the TFI Sloan Filmmaker Fund" (opening) or (b) the words: or (b) "Supported by the TFI Sloan Filmmaker Fund" (closing).
4. I agree that if I am selected as a Fund recipient I will provide status updates (the "Status Updates") to TFI every two (2) months and will notify TFI of any delays that may impact the timing of the production or of material changes to the scope of content of the film ("Notifications"). Specifically, each Status Update shall describe the current status of the film including, but not limited to, the tasks that have been accomplished, the remaining outstanding tasks, the film's estimated completion date, any crew additions and a report itemizing

the money that has been spent to date. Status Updates and Notifications shall be sent to Erin Hildebrand at TFI at 73 Spring Street, Suite 406, New York, NY 10012. TFI also reserves the right to require a meeting with me at any time and any location on reasonable terms set by TFI.

5. I understand that TFI and persons and entities affiliated with, related to, or connected with TFI and/or the Fund (each, a "TFI Entity") may have access to and/or may create or have created stories, ideas, and materials that may be similar or identical to the Submission Material in theme, idea, plot, format or other respects. I also recognize that many stories and ideas are similar and that often different stories and ideas relate to one or more common underlying themes. I acknowledge and agree that there may be stories, ideas, and/or materials contained in the Submission Material that are not novel or original, are not fixed in tangible form, and/or were not originated by me, and/or because other persons (who may include, without limitation, other participants in the Fund) have submitted or developed similar or identical stories, ideas, and/or materials and in such cases any TFI Entity may determine, in its sole discretion, that it has an independent legal right to use any such stories, ideas, and/or materials. Accordingly, I agree that I will not be entitled to any compensation because of the use by any TFI Entity of any stories, ideas or materials that are similar or identical to the Submission Material, except as set forth in the next paragraph.

6. If any TFI Entity uses, without my permission and in violation of my rights under U.S. Copyright Law, any portion(s) of the Submission Material that is/are expressed in sufficient detail that they are protected under U.S. Copyright Law, my remedy shall be limited to an award of money which shall not exceed the fair market value, as of the date of this Release, of the non-exclusive right to use similar material for a similar use. In no event shall I be entitled to any other or additional compensation or remedy. I hereby waive any right to seek injunctive or other equitable relief in connection with any claim that I may bring that any TFI Entity may have used any portion of the Submission Material in violation of my rights as set forth in this paragraph. I acknowledge and agree that the foregoing means I may not enjoin or interfere with the development, production, distribution, advertising, promotion or other exploitation of any work in connection with any such claim that I may have.

7. I agree to indemnify and hold harmless the TFI Entities, their respective parent and subsidiary corporations and affiliated and related entities, predecessors, heirs, licensees, successors and assigns, and the officers, directors, members, shareholders, agents, representatives and employees of each of the foregoing (collectively, the "Fund Parties") from and against any claim, loss, damage or expense (including, without limitation, attorneys' fees and disbursements) arising out of or in connection with the Submission Material (including, without limitation, any and all claims of third parties, whether or not groundless, based on the Submission Material), the delivery and/or disclosure of the Submission Material by me and/or any breach or alleged breach of any of my representations, warranties, covenants and/or agreements hereunder.

8. I have retained at least one copy of the Submission Material and I understand that the Submission Material will not be returned to me for any reason. I understand that TFI accepts no liability whatsoever for non-receipt, damage or loss of the Submission Material, and I agree to hold the Fund Parties harmless from any such non-receipt, damage or loss.

9. I hereby grant TFI the non-exclusive right to use my name, likeness, photograph, voice, sound and/or biographical information in connection with any and all publicity and promotional activities with respect to the Fund.

10. Without limiting any other provision contained in this Release, I agree that if I am selected by the Fund, TFI shall have the right to place the Submission Material on a password-protected website (the "Fund Website") in order to share the Submission Material with other TFI Entities. I acknowledge that despite TFI's efforts to safeguard the Submission Material with commercially reasonable security measures, TFI cannot guarantee that the Submission Material will not be disclosed or accessed by unauthorized acts or by accidental circumstances. I agree to hold harmless the Fund Parties from and against any claim, loss, damage or expense (including, without limitation, attorneys' fees and disbursements) arising out of or in connection with the loss, theft, disclosure, or use of the Submission Material through the Fund Website or otherwise.

11. I have read, understood and complied with this Release, the Entry Form and the Eligibility and Guidelines for the Fund, which are incorporated herein by this reference. No oral representations of any kind have been made to me, and this Release, together with the Entry Form and the Eligibility and Guidelines for the Fund, contains the entire understanding between TFI and me with respect to the Submission Material and the Fund, and supersedes any prior or contemporaneous understandings, correspondence or other documents. Should any provision or part of any provision of this Release be deemed void or unenforceable, such provision or part thereof shall be deemed omitted, and this Release with such provision or part thereof omitted shall remain in full force and effect. I acknowledge and agree that any modifications to or waivers of any of the provisions of this Release must be expressly approved by TFI in writing. I further acknowledge that TFI may assign this Release in whole or in part to any person or entity in its discretion.

12. If the Submission Material is submitted by more than one person, then all such persons will sign this Release, the words "I", "my", "me" and the like throughout this Release shall refer to all such persons, and this Release will be binding jointly and severally upon all such persons. This Release shall be construed and enforced pursuant to the laws of the State of New York with respect to contracts negotiated, entered and performed entirely within the State of New York and without applying the choice-of-law rules thereof. Any litigation in connection with this Release shall be conducted exclusively before a federal or state court of competent jurisdiction located in the State of New York, County of New York, and TFI and I each hereby waive any objection and submit to the *in personam* jurisdiction and venue of such court.

Sincerely,

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

If applicable:

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

Co-author's Signature: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Phone (home): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Phone (other): \_\_\_\_\_

Zip: \_\_\_\_\_

Phone (home): \_\_\_\_\_

Phone (other): \_\_\_\_\_

ACCEPTED AND AGREED:

TRIBECA FILM INSTITUTE INC.

By: \_\_\_\_\_

Authorized Signatory