OOTC48 Hour Horror Film Challenge Team Leader's Agreement

This is an agreement between _____ ("Team Leader") representing the film team known as _____ ("Team"), and Out Of The Cellar, LLC., with respect to the Team Leader's and Team's participation in the Out Of The Cellar 48 Hour Horror Film Challenge 2026 (OOTC48) and creation of a short film or video (the "Film") pursuant to the terms below. The Team Leader hereby agrees on behalf of themself and the Team to take part in OOTC48 ("Project") being produced by Out Of The Cellar, LLC.

_____

(1) Team Leader has read, and agrees on behalf of themself and Team to abide by, the "Filmmaking Rules" and the "Competition Rules" (collectively "Official Rules") of the project, the terms of which are available at www.outofthecellarfilms.com/OOTC48, and by reference made a part hereof. It is understood that OOTC48 reserves the right to disqualify from screening or exhibition and remove from consideration for awards and prizes any films/videos which do not adhere to the Official Rules.

(2) Team Leader hereby understands that they are responsible for all crew, cast, equipment, sets, locations, and other items necessary for participating in the Project, and all costs, expenses, damages and claims related thereto. OOTC48 is providing the event, headquarters and guidelines in which the Team Leader is taking part; a screening opportunity for all qualifying films/ videos; and a prize for the Project winner.

(3) Team Leader hereby affirms that they will secure all rights (including without limitation copyrights) in and to all material included in the Film, including without limitation any and all images, photographs, performances, appearance(s) by any person(s), sounds, soundtrack and music (including without limitation compositions, recordings and performances). In no manner limiting the foregoing, Team Leader will obtain a signed Waiver and Release Form from all cast and crew, a signed Music Release from all persons or entities providing music, and a signed Location Release for all locations used in the Film. Team Leader represents and warrants that they (a) are free to enter into this Agreement, (b) that, except with regard to OOTC48's rights as set forth herein, Team Leader is the sole copyright holder in and to the Film; and (c) the Film does not to the best of Team Leader's knowledge (including what Team Leader should know or have known in the exercise of reasonable prudence) violate the copyright of any person or entity, or defame or infringe upon any rights of any kind, including the right of privacy, of any person or entity.

(4) Team Leader hereby agrees to indemnify, defend, and hold harmless OOTC48, its owners, officers, directors, shareholders, employees, partners, representatives, successors, licensees, and assigns (collectively "Indemnified Parties") from and against any and all claims, costs, damages, expenses and liabilities including without limitation attorneys' fees (collectively "Claims") arising from the creation, production, use, exhibition, promotion, marketing, merchandising, or other exploitation of the Film by the Indemnified Parties and/or any of them, Team Leader, Team and/or any member thereof (including without limitation Claims for negligence and other torts, unauthorized use of likeness, invasion of right of privacy, publicity or personality, defamation, fraud, infringement of copyright and/or trademark, and breach of contract), and for any breach by Team Leader of any representation, warranty or obligation of Team Leader hereunder.

(5) Team Leader grants to OOTC48 exclusive rights to the Film, in accordance with the following:

From the date Team Leader submits their Film to OOTC48 and continuing until September 30, 2027 ("End Date"):

(a) Team Leader shall have the following non-exclusive, non-assignable rights: (i) to enter the Film in film festivals & competitions; (ii) to screen the Film at local film events; (iii) to stream the Film or any portion thereof for free on Team Leader's personal website or for free on any third party website for Internet viewing, provided that the Film or portion thereof as so streamed contains an initial full screen title card stating "This Film was created for the Out Of The Cellar 48 Hour Horror Film Challenge." (or other language as may be designated by OOTC48); (iv) to distribute the Film for free via DVD; (v) to use the Film on a professional reel to promote Team Leader, Team or any Team member; and (vi) any other use agreed to in writing by OOTC48.

(b) Out Of The Cellar, LLC shall have the following rights, which, except for the limited rights of Team Leader as set forth above, shall be exclusive to OOTC48: to copy, screen, show, exhibit, telecast, broadcast, stream, advertise, market, exploit, and disseminate the Film and/or any portion thereof throughout the universe in perpetuity, via any medium and in any manner whether now known or hereafter invented, including but not limited to theatrical, television (including without limitation all forms of broadcast, cable, Video On Demand (VOD) and digital television), DVD/ home video, Internet distribution and any means of digital download, and to sell, license and/or assign any or all of the foregoing rights to any third party. In no manner limiting the foregoing, OOTC48 shall have the right to use the Film and any portion thereof to advertise, promote and publicize OOTC48 Challenge and/or any sponsor thereof in any manner and via any medium at OOTC48's sole discretion.

(6) The parties agree that the following terms shall apply should OOTC48 license, sell, or otherwise assign ("license") any rights in the Film to a third- party licensee prior to the End Date:

(a) Individual License (i.e., OOTC48 licenses the Film individually to a third party): OOTC48 will receive 40% of any license fee and/or royalties or reuse fees received therefrom; Team Leader shall receive 60% of OOTC48's net proceeds of such license fee and/or royalties/ reuse fees.

(b) Anthology licensed to a third-party or created by OOTC48 (definition of "Anthology" is two or more films of which the Film is one). If Team Leader's entire Film is included in the Collection, Team Leader will receive an equally split share of 50% OOTC48's net proceeds therefrom. Pro ration will be dependent upon number of films included in the anthology.

(c) Sponsor License: Notwithstanding the foregoing, in the event the licensee of the Film or Collection is a sponsor of OOTC48 or the Project ("Sponsor") as determined by OOTC48, OOTC48 will retain 100% of all proceeds, if any, from any such license.

OOTC48's net proceeds for the purposes of this paragraph 6 shall be defined, computed, paid and accounted for pursuant to OOTC48's standard definition, which shall include allowances for the deduction from gross receipts OOTC48's customary deductions including, without limitation, distribution fees, distribution expenses, and overhead. O O T C 48 shall make semi-annual (i.e., twice per year) reports to Team Leader, provided, however, that OOTC48 need not issue a report if Team Leader has not accumulated revenue to report. O O T C 48 shall issue checks to Team Leader on a semi-annual basis so long as total revenue for a Team Leader has reached a minimum of $25.

(7) In the event that a third-party wishes to purchase rights to the Film beyond the above End Date, the OOTC48 shall notify the Team Leader and the Team Leader and OOTC48 shall negotiate an agreement.

Notwithstanding the foregoing, Team Leader shall not at any time (whether before or after the End Date) assign or license any rights in and/or to the Film to any third party without the prior written permission of OOTC48, and OOTC48 shall not assign or license any rights in and/or to the Film to any third party which would preclude Team Leader from exercising its rights in and/or to the Film as set forth above at Paragraph 5(a) and/or in this paragraph (as applicable), without the written permission of Team Leader.

(8) Should the Team Leader receive a distribution offer prior to the End Date and not initiated by OOTC48, Team Leader may enter into the deal provided the following requirements are met: 1) OOTC48 gives authorization in writing; 2) O O T C 48 receives five percent (5%) of all distribution proceeds.

(8) Team Leader hereby acknowledges that participation in the Out Of The Cellar 48 Hour Horror Film Challenge 2026 is without remuneration or monetary compensation whatsoever. The consideration for participating in the project is the screening (in-person or online) of Participant's completed Film/video at the conclusion of the Project; and the possibility, although not the obligation by OOTC48, for future screenings and distribution; and the opportunity for publicity or exposure for being a participant.

(9) Team Leader acknowledges that, in the event of any breach of this Agreement by OOTC48 or any third party, the damage, if any, caused to Team Leader thereby will not be irreparable or otherwise sufficient to entitle Team Leader to seek injunctive or other equitable relief. Team Leader's rights and remedies in such event will be strictly limited to the right, if any, to recover compensatory (but not punitive or consequential) damages in an action at law, and Team Leader will have neither the right to rescind or terminate this agreement or any of OOTC48's rights hereunder, nor the right to enjoin the exhibition or other exploitation of the Film or any subsidiary or allied rights with respect thereto.

(10) Team Leader may not assign this Agreement or any of its obligations hereunder without OOTC48's prior written consent. OOTC48 may freely assign any and all rights and obligations under this Agreement in whole or in part to any other party. Team Leader acknowledges and agrees that Team Leader is not an employee or agent of OOTC48 for any purpose, including all tax obligations, but that the parties are contractors independent of one another.

(11) Team Leader hereby acknowledges that a "Making of the Out Of The Cellar 48 Hour Horror Challenge" (the "Documentary") may be shot during OOTC48, and hereby agrees to allow camera crews to tape their team during any production stage of the project; and further agrees to immediately provide to the OOTC48 a signed release for each of their participating cast and crew members. OOTC48 has no obligation whatsoever to produce or exhibit the Documentary.

(12) OOTC48 will not be liable for any special, indirect or consequential damages, without limitation, damages arising under any Claim or cause of action, including contract, warranty, strict liability or tort, whether or not OOTC48 has been advised of the possibility of such damages. Furthermore, it is understood that OOTC48's total liability for any Claims and/or causes of action shall not exceed, and is limited to, the total amount paid to OOTC48 in entry fees by Team Leader under this agreement. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy.

(13) This agreement shall be governed by and construed in accordance with the internal laws of the District of Columbia, without any reference to its conflicts of laws provisions.

Agreed to and Accepted By:

Team Leader Signature: _____ Date: _____

Team Leader Name (printed): _____

Address: _____

Phone: _____

Email: _____

Out Of The Cellar, LLC

PO Box 20762, Castro Valley, CA 94546

_____ Date: _____

Veronica Craven, Director

If Signatory is under 18:

I represent and warrant that I am the parent or guardian of the minor whose name appears above, that I have read and approve of the foregoing Agreement, and consent to its execution by my child/ward, and I hereby fully and unconditionally guarantee my child's/ward's undertakings, obligations, indemnities, releases, waivers and grant of rights as set forth above.

_____

Signature of Parent or Guardian Printed Name Date

_____

Address