



## TERMS & CONDITIONS

### SELECTION & EXPECTATIONS:

Due to the expense required to produce a film, the phrase "Time is Money" is never more true than it is when producing a film. Therefore, volunteers must be willing to commit to their positions with reliability and consistency. Heads of departments will not be able to work with any volunteers, which could hinder production. Therefore, please make sure you are prepared to fill the role you wish to fill responsibly if selected.

- I. Signing up for a volunteer position does not guarantee selection. Background actors will need to go through a casting process. Other volunteer positions will go through a selection process. Some training may be required.
- II. Background acting roles are subject to getting cut during the editing/post-production process.

### GENERAL RULES & CONDITIONS

- 1.0 Consideration. Volunteer hereby agrees and acknowledges that Volunteer is rendering Volunteer's services for the good and valuable consideration of the opportunity to work on the Picture and to learn about the motion picture industry.
- 2.0 Term. Volunteer's engagement hereunder shall not be for any guaranteed period of engagement. Production Company reserves the right to discharge Volunteer at any time.
- 3.0 Confidentiality/No Publicity.
  - 3.1. Confidentiality. Volunteer agrees not to divulge or make known to any person or entity any information obtained by them pertaining to the Picture and/or Production Company's business, including information pertaining to the identity of financing sources for the Picture, the terms of financing of the Picture, the budget of the Picture, terms of this agreement (the "Agreement"), terms of any and all agreements pertaining to the Picture, and all information regarding the story, treatments, interviews or appearances for the Picture. Notwithstanding the foregoing, Volunteer shall have the right to disclose this Agreement to professional advisors only so long as such individuals likewise agree to the restrictions set forth herein.
- 4.0 No Publicity. Volunteer will not, without Production Company's prior written consent in each instance, issue or authorize the issuance or publication of any news, story, article, or publicity relating to this Agreement, the Picture or the subject matter or terms hereof.

- 5.0 Personal Information. Volunteer agrees not to divulge or make known to any person or entity any business and/or personal affairs information obtained by them pertaining to the personal matters concerning production personnel (e.g., producers, director, writers, etc.) and acknowledges that any such disclosure will result in an invasion of such individuals' right of privacy, which privacy Volunteer acknowledges such persons are entitled to maintain.
- 6.0 Work For Hire. Production Company is under no obligation to utilize Volunteer's services or the results and proceeds thereof. The results and proceeds of Volunteer's services hereunder in connection with the Picture shall be deemed work-made-for-hire specifically ordered or commissioned by Production Company under all applicable copyright laws. Production Company shall exclusively own all now known and/or hereafter existing rights of every kind throughout the universe, in perpetuity and in all languages, pertaining to such results and proceeds in and to the Picture, and all elements therein, for all now known and/or hereafter existing uses, media, and forms, including, without limitation, all copyrights. If any of the work product hereunder is determined to not be a work-made-for-hire, Volunteer hereby assigns to Production Company in perpetuity all right, title and interest in and to such work product, including without limitation, all copyrights in the work product (and all renewals and extensions thereof). Notwithstanding anything to the contrary contained in this Agreement, Volunteer agrees that Production Company shall have the unlimited right to vary, change, alter, modify and delete from the results and proceeds of Volunteer's services hereunder. Volunteer hereby waives the benefits of any provision of law known as "droit moral" and/or "moral rights" or any similar law in any jurisdiction of the universe and hereby agrees not to institute or support, maintain, or permit any action or lawsuit on the grounds that the Picture or any other film and/or soundtrack and/or any other ancillary, subsidiary, related or other product produced or exploited by Production Company violates any of Volunteer's rights or is in any way a defamation or mutilation of the product of Volunteer's services.
- 7.0 Relationship of Parties. Production Company and Volunteer each acknowledge that they are independent contractors and that no partnership, joint venture, agency or employment relationship has or will be created by this Agreement. It is expressly agreed and understood that Volunteer is not acting under the direct supervision and control of Production Company.
- 8.0 No Equitable Relief. In the event of a breach of this Agreement by Production Company, the rights and remedies of Volunteer shall be limited to the right to recover monetary damages, if any, in an action at law and in no event shall Volunteer be entitled to enjoin or restrain the distribution or exhibition of the Picture, or the use, publication, or dissemination of any advertising issued in connection therewith and Volunteer irrevocably waives any right to equitable or injunctive relief.
- 9.0 Assignment. Volunteer acknowledges that the personal services to be rendered by Volunteer hereunder are of the essence of this Agreement and agrees that he/she shall not assign this Agreement, in whole or in part, to any person or entity. Production Company shall have the right to assign this Agreement or any part hereof, however, any such assignment shall be made specifically subject to the terms and conditions and obligations of this Agreement.

10.0 Miscellaneous. This Agreement shall be interpreted in accordance with the laws of the State of New York. This Agreement contains the entire understanding of the Parties relating to its subject matter. The paragraph headings used in this Agreement are for convenience and are not intended to be utilized to interpret, limit, or modify this Agreement. No change or modification of this Agreement will be binding upon either Party unless it is made by a written instrument signed by both Parties. A waiver by either Party of any provision of this Agreement in any instance shall not be deemed to waive such provision for the future. All remedies, rights, undertakings, and obligations contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either Party. Should any provision of this Agreement be determined to be void, it shall not affect the validity of any other provision of this Agreement.

Volunteer acknowledges that Volunteer has read and is aware of the contents hereof and, intending to be legally bound, has executed this Agreement as of the date written herein.

#### **VOLUNTEER ACKNOWLEDGEMENT**

- I acknowledge and agree to donate my services to Community Flicks.
- I acknowledge that I do not expect payment other than any stipend the organization may or may not offer. In addition, I waive their right to any present or future payment for the work I do for Community Flicks.
- I acknowledge that I am willing to complete any required training and follow the rules of the Community Flicks.
- I acknowledge that I am not an employee of Community Flicks.
- I acknowledge that I will be held liable for any damages I cause to third parties for anything I do outside of my volunteer work for Community Flicks.
- I acknowledge that I will be held personally liable for any damages I cause to third parties during my volunteer work if I am negligent.
- I agree to confidentiality and non-disclosure terms about sensitive and confidential corporate information
- I acknowledge that any work performed while volunteering for Community Flicks becomes the property of Community Flicks.