

**Terms and Agreements**  
**2024**  
**FiveFest**

**PARTICIPATION**

For good and valuable consideration (defined as the \$25 FiveFest Registration fee) paid by Participant, and the obligation of Organizer to a screening (defined herein) of any FiveFest Film Product (defined herein), which all parties agree has been made, this is an agreement, between (1) Hlabeard Productions, LLC, its officers, directors, employees, agents, volunteers, representatives, staff, and leaders (herein known as "Organizer"), and (2) "FiveFest Participant," defined as any person who submits a film to SATO48-2024 FiveFest.

To the degree they apply, all terms of the "Terms and Agreements – Challenge 2024" are incorporated herein by reference.

It is understood that the Organizer reserves the right to screen or exhibit the FiveFest Film Product only if said FiveFest Film Product adheres to all the Terms & Conditions referenced herein.

The Organizer is providing: the event and guidelines in which the FiveFest Participant is taking part; festival screening, and other possible screening opportunities, for all eligible FiveFest Film Product; and based on available funds, prize(s) and award(s) for winner(s). FiveFest Participant agrees all decisions by all judges are final.

FiveFest Participant hereby affirms they have the right to all elements, including but not limited to images, poster art, intellectual property rights, sounds, and music used in the FiveFest Film, including Cast, Crew, Music, Location Releases, and Music Report information from all parties prior to the submission of their FiveFest Film.

**REGISTRATION**

FiveFest Participant agrees to a FiveFest Registration fee of Twenty-Five US Dollars (\$25) PER FILM and understands that the fee will be subject to change and is non-refundable.

**FIVEFEST FESTIVAL SCREENINGS**

Please refer to:

SATO48-2024 FiveFest Rules & Guidelines, sections: FiveFest Programming, Notification of Your Acceptance Level, and FiveFest Dates To Save, which are incorporated herein by reference.

**DISQUALIFICATIONS**

The FiveFest Film Product will be disqualified if any of the FiveFest Rules & Guidelines are violated, or any of the FiveFest Terms & Agreements are breached.

**THE FILM**

FiveFest Participant acknowledges the FiveFest Film Product is five (5) minutes or less in length by timecode (00:05:00:00).

**SATO48 THE TV SHOW**

Though it is anticipated all FiveFest Film Product will only be screened in-theater, Organizer reserves the right to request of FiveFest Participant all other rights and releases necessary to broadcast the FiveFest Film Product under rules established by the Federal Communications Commission.

**TRAILER**

The trailer may contain any material relating to the FiveFest Film Product being submitted. The trailer must not exceed 1 minute. The trailer must be first uploaded to the Festival Manager / FiveFest site / Promotional Materials, then posted online.

#### **FILM RIGHTS**

Please refer to:

SATO48-2024 FiveFest Rules & Guidelines / Film Rights, which is incorporated herein by reference.

FiveFest Participant and Organizer hereby acknowledge that nothing herein provides for remuneration or compensation whatsoever by either party to the other, now, or at any time, for any use of the FiveFest Film Product, its elements, or for any other matter.

The only consideration for participating in SATO48-2024 FiveFest is the FiveFest Participant's Registration Fee, and other aspects included by reference in: SATO48-2024 FiveFest Rules & Guidelines / FiveFest Programming.

#### **INDEMNITY**

The FiveFest Participant hereby affirmatively indemnifies, saves and holds harmless Organizer (as defined herein) from any and all claims, costs, damages, expenses and liabilities arising from the creation, use or participation hereunder of the FiveFest Film Product (including, but not limited to claims for negligence and other torts, unauthorized exhibition, discrimination, fraud, infringement and breach of contract).

The FiveFest Participant also hereby releases Organizer (as defined herein) from any and all liability, and further agrees to indemnify, hold harmless, and defend Organizer (as defined herein) from and against any and all claims which might be made against them arising out of FiveFest Participant's involvement in SATO48-2024 FiveFest and/or the FiveFest Film Product.

#### **LIMITED LIABILITY:**

The FiveFest Participant understands that during the FiveFest Participant's participation in SATO48-2024 FiveFest, the Participant may be exposed to a variety of hazards and risks, foreseen and unforeseen, that may include, but are not limited to, personal injury, property damage and death.

FiveFest Participant agrees to waive, discharge claims, and release Organizer (as defined herein), from any and all liability on account of, or in any way resulting from, injuries, death, or damages.

The FiveFest Participant understands and intends that this assumption of risk and release is binding upon the FiveFest Participant's heirs, executors, administrators and assigns, and includes any minors accompanying the FiveFest Participant during creation of the FiveFest Film Product.

#### **HEADINGS**

Headings in this document are for reference purposes only. The terms of this Terms & Agreement document, and all documents referenced herein, may only be changed in writing signed by all parties.

**END**