

SHORT SCRIPT USE AGREEMENT

This agreement is between _____ (“Screenwriter(s)”) and _____ (“Producer”) for use of the screenplay entitled _____ (“Script”) by the Producer as the basis for a short film, tentatively titled _____ (“Film”).

The Screenwriter(s) represents and warrants that the Script is not currently under option and has not been purchased. The Screenwriter(s) represents and warrants that:

- a) I/we am/are the sole author and copyright owner of the submitted Script,
- b) I/we have the full and exclusive right to submit the Script,
- c) the Script does not violate or infringe upon any rights of any third party including but not limited to contractual rights, copyrights and rights of privacy or publicity,
- d) the Script does not constitute defamation, libel or slander, and
- e) the Script is not the subject of any actual or threatened claims or litigation.

The Screenwriter(s) allow for the one time exclusive use of the Script for no monetary consideration for the period of one year from signing date. Screenwriter(s) will receive “Written by” credit on the film.

The Screenwriter(s) reserves all rights and copyrights pertaining to the Script other than those specifically stated within this agreement.

The Screenwriter(s) understands that this is a low/no budget independent production utilizing volunteers, the skill level of the participants may vary from the beginner to experienced and may impact the finished product.

The Screenwriter(s) releases the Producer, his employees, volunteers, financial backers, family and assigns (“Indemnified Parties”) from any financial, legal and/or title disputes arising from the production of any part of the Script.

The Screenwriter(s) holds the Indemnified Parties harmless from any actions that may result from disputes between the Screenwriter(s) and Producer.

The Screenwriter(s) and Producer acknowledge that nothing herein requires ROCHESTER MOVIE MAKERS, INC., its board of directors, or any members of ROCHESTER MOVIE MAKERS, INC. to be indebted to the Screenwriter(s) or Producer or Team involved with the production of the Script.

The Screenwriter(s) and Producer jointly and severally hereby indemnify, hold harmless and agree to defend ROCHESTER MOVIE MAKERS, INC. from and against any and all claims, expenses, losses or liabilities (including but not limited to attorneys' fees) that may be asserted or that ROCHESTER MOVIE MAKERS, INC. may incur in connection with this Script's production or any breach of these representations and warranties.

This Agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except by writing signed by each party.

The Screenwriter(s) and Producer hereby certify and represent that they are of legal age and have every right to contract in their own name in connection with this Agreement, and that they have read the foregoing and fully understand the meaning and effect thereof, and intending to be legally bound they have signed and dated this Agreement below:

Print Name of Screenwriter(s)

Print Name of Producer

Signature(s)

Date