

CERTIFICATION OF ENTRANT

1. I, the representative of the film being submitted (the "Film"), acknowledge and agree as follows in connection with the film submitted for consideration for the Florida ART Film Festival (the "Festival"):
2. I hereby represent and warrant to the Festival that (a) I am duly authorized, on my own behalf and on behalf of all other persons or entities who have any ownership rights in the Film, to exhibit this Film at the Festival, (b) this exhibition will not violate any law or any right or consent of any person or entity and (c) the Film is not subject to litigation nor is it threatened by any litigation.
3. I further represent and warrant that, to the best of my knowledge, the exhibition of the Film at the Festival will not violate or infringe any copyright, patent, privacy right, publicity right, trademark, service mark or any other personal or property right of any person or entity and that my Film does not constitute a defamation of any person or entity. I have paid and will pay in full all license fees, clearance fees, and other obligations, of any kind, arising from the exhibition of the Film in connection with the Festival.
4. If accepted, I acknowledge that the exploitation of the Film does not create any confidential or fiduciary relationship between the Festival and I. I understand that I will not receive any compensation for such exploitation. I acknowledge that no obligation of any kind is assumed by or may be implied against the Festival or the Acrosstown Repertory Theatre because of the Festival's selection of the Film. I understand and acknowledge that the selection of my Film by the Festival does not in any way constitute an express or implied endorsement or approval by the Festival or the Acrosstown Repertory Theatre of the content of the Film or any opinion expressed therein.
5. I agree to indemnify and hold harmless the Festival, the Acrosstown Repertory Theatre, the affiliate, subsidiary and parent entities of each, and the officers, directors, employees, attorneys, creative advisors and agents of each of the foregoing from and against any and all claims, losses, or liabilities (including reasonable attorneys' fees) that may be asserted against any of the foregoing or incurred by any of the foregoing at any time in connection with the Film or the Festival's use thereof, and/or arising from any breach or alleged breach of any representation made by me to Acrosstown Repertory Theatre.
6. I represent that I am 18 years of age or older, or that if I am younger than the legal age to enter into contracts in my state, I have provided a written consent from my parent or legal guardian. I agree that any controversy arising out of or in connection with my Film and the Festival will be governed by the internal laws of the State of Florida and conclusively determined by arbitration in the City of Gainesville in accordance with the rules of the American Arbitration Association before a single arbitrator mutually agreed by the parties. I hereby waive any and all rights and benefits which I might otherwise have or be entitled to litigate any such dispute in court, including without limitation a trial by jury.

(Initial & Date)

7. If accepted, I hereby grant without reservations, to the Festival, the Acrosstown Repertory Theatre and their related entities (a) the right to use footage, stills and/or titles, and information from the Film for promotional purposes and (b) the right to issue and authorize publicity concerning the filmmakers and the Film and to use all associated names, likenesses and biographical information. I also agree to provide contact information for the director and producer(s) of the Film and grant the Festival the right to provide this information to film industry organizations sponsoring Festival events at its discretion.

8. In submitting to the Florida ART Film Festival, I certify that the Film was either written, directed or produced by a Florida Resident within the past three years of the submission date.

9. By signing below, I constitute my full and complete acceptance of the terms hereof. I acknowledge that no oral representations of any kind have been made by the Festival or the Acrosstown Repertory Theatre.

(Signature)

(Printed Name)

(Date)