



2014
Centers for Ocean Sciences Education Excellence – Island Earth
STUDENT OCEAN FILM FESTIVAL
In partnership with the Waimea Ocean Film Festival
Film Selection Agreement

This Agreement is made by and between _____ (“Film Owner”) and Waimea Ocean Film Festival, a Hawaii 501 (c) 3 organization (“Ocean Film”) in connection with the COSEE official selection of _____ as a student film (“Film”) to show in the 2014 Waimea Ocean Film Festival on the Big Island scheduled for January 2-5, 2014 (“Festival”).

This Agreement is subject to the following terms and conditions:

Selection / Screenings

If selected, The Film may be screened as part of a student film block, at a time and venue which will be strictly at the discretion of OCEAN FILM. The student film block will be scheduled to show one time between January 2-5, 2014.

Festival Passes

OCEAN FILM hereby agrees to provide one (1) Waimea Film Passes for each student involved with the selected film, as well as three (3) additional Waimea Film Passes for immediate family members of the same student.

Compensation to the Film Owner

With the exception of Festival passes, above Film Owner will receive no monetary compensation for exhibition of the Film during the Festival.

Film Owner represents and warrants that Film Owner has the full and sole right and authority to enter into this Agreement and make the grant of rights made herein, that the person signing this Agreement is fully authorized to do so by the Film Owner, and that OCEAN FILM may rely on the terms of this Agreement if the Film is selected and Film Owner does not object to this Agreement, but fails to sign and return it; that the Film is wholly original with Film Owner; that no claim or litigation exists relating to the Film or purporting to question or adversely affecting the rights granted herein; and that, to the best of Film Owner’s knowledge (or that which Film Owner should have known in the exercise of reasonable prudence), the Film does not violate



the rights of privacy of, or constitute a libel or slander against, or violate any common law or other rights of, any person or entity. Film Owner agrees to defend, indemnify and hold OCEAN FILM and its successors and assigns harmless against and from any and all liability, loss, cost (including reasonable attorneys' fees), causes of action and damages incurred as the result of any breach of any representation, warranty, or agreement made by Film Owner under this Agreement.

This Agreement will be binding upon and inure to the benefit of OCEAN FILM's and Film Owner's respective licensees, successors and assigns.

This Agreement sets forth the entire understanding between OCEAN FILM and Film Owner regarding the Film and cannot be modified except by a writing signed by the party to be charged, and will be construed in accordance with the laws of the State of Hawaii applicable to agreements entered into and to be performed in Hawaii. OCEAN FILM and Film Owner irrevocably agree that any dispute arising out of or relating to this Agreement shall be submitted to binding arbitration pursuant to the commercial arbitration rules of the American Arbitration Association, and judgment confirming the arbitration award may be entered in any court having jurisdiction.

CONTACT:

Carlie Wiener
COSEE-IE (Centers for Ocean Sciences Education Excellence) Program Manager
Hawai'i Institute of Marine Biology - University of Hawai'i
cwiener@hawaii.edu
www.cosee-ie.net
Cell: [\(808\) 628-8666](tel:8086288666)

Agreed to and Accepted by:

_____ Date:
Tania Howard, Executive Director
for and on behalf of Ocean Film Fest, Inc.
a Hawaii non-profit corporation

_____ Date:
Film maker
Print Name:

_____ Date:
Parent of film maker (if under 18)
Print Name:

