



“CHRISTMAS CARNAGE: 48 HOUR FILM CHALLENGE” 2025 TEAM LEADER’S AGREEMENT

**Must be signed in person at the Official Sign Up Event*

This is an agreement between _____ (“Team Leader”) representing the film team known as _____ (“Team Name”), and **Blood Over Texas** (operating within the company **DarkWckd Collective, LLC**) with respect to the Team Leader’s and Team’s participation in the “Christmas Carnage: 48 Hour Film Challenge” 2025 and creation of a short film or video (the “Film”) pursuant to the terms below.

(1) Team Leader has read, and agrees on behalf of him/herself and Team to abide by, the “Filmmaking Rules” and the “Competition Rules” (collectively “**Rules & Guidelines**”) of the Film, the terms of which are available at **www.bloodovertexas.com**, and by reference made a part hereof. It is understood that Blood Over Texas reserves the right to disqualify from screening or exhibition and remove from consideration for awards and prizes any films/videos which do not adhere to the Rules & Guidelines.

(2) Team Leader hereby understands that he/she is responsible for all crew, cast, equipment, sets, locations, and other items necessary for participating in the Film, and all costs, expenses, damages and claims related thereto. Blood Over Texas is providing the event and guidelines in which the Team Leader is taking part; a screening opportunity for all qualifying films/videos; and a prize for the Film winner.

(3) Team Leader hereby affirms that he/she will secure all rights (including without limitation copyrights) in and to all material included in the Film, including without limitation any and all images, photographs, performances, appearance(s) by any person(s), sounds, soundtrack and music (including without limitation compositions, recordings and performances). In no manner limiting the foregoing, Team Leader will obtain a signed release form from all cast and crew, a signed Music Release from all persons or entities providing music, and a signed Location Release for all locations used in the Film. Team Leader represents and warrants that he/she (a) is free to enter into this Agreement, (b) that, except with regard to Blood Over Texas’s rights as set forth herein, Team Leader is the sole copyright holder in and to the Film; and (c) the Film does not to the best of Team Leader’s knowledge (including what Team Leader should know or have known in the exercise of reasonable prudence) violate the copyright of any person or entity, or defame or infringe upon any rights of any kind, including the right of privacy, of any person or entity.

(4) Team Leader hereby agrees to indemnify, defend, and hold harmless Blood Over Texas, its owners, officers, directors, shareholders, employees, partners, representatives, successors, licensees, and assigns [including the owners, officers, employees and agents of such partners, representatives, successors, licensees and assigns] (collectively “Indemnified Parties”) from and against any and all claims, costs, damages, expenses and liabilities including without limitation attorneys’ fees (collectively “Claims”) arising from the creation, production, use, exhibition, promotion, marketing, merchandising, or other exploitation of the Film by the Indemnified Parties and/or any of them, Team Leader, Team and/or any member thereof (including without limitation Claims for negligence and other torts, unauthorized use of likeness, invasion of right of privacy, publicity or personality,

defamation, fraud, infringement of copyright and/or trademark, and breach of contract), and for any breach by Team Leader of any representation, warranty or obligation of Team Leader hereunder.

(5) Team Leader grants to Blood Over Texas exclusive rights to the Film, in accordance with the following from the date Team Leader submits his/her Film to the Blood Over Texas Film Fest and continuing until **December 9th ("End Date")** at which Team Leader will maintain full ownership of the Film:

(a) Blood Over Texas shall have the right to use the Film and any portion thereof to advertise, promote and publicize the Blood Over Texas "Christmas Carnage: 48 Hour Film Challenge" and/or any sponsor thereof in any manner and via any medium at Blood Over Texas's sole discretion.

(b) Team Leader shall have the following non-exclusive, non-assignable rights once the Film has been screened at the Blood Over Texas Film Fest at the Horror for the Holidays 2025 event:

(i) to enter the Film in film festivals & competitions; (ii) to screen the Film at local film events;

(iii) to stream the Film or any portion thereof for free on Team Leader's personal website or for free on any third-party website for Internet viewing; (iv) to distribute the Film for free or Sale via DVD;

(v) to use the Film on a professional reel to promote Team Leader, Team or any Team member.

(6) The parties agree that any activity of the Blood Over Texas screening, promoting or sharing clips of the Film prior to the End Date, that Blood Over Texas will retain 100% of all proceeds, if any, from any such license.

(7) In the event that a third-party wishes to purchase rights to the Film prior to the End Date, Blood Over Texas shall notify the Team Leader. Notwithstanding the foregoing, Team Leader shall not at any time before the End Date, assign or license any rights in and/or to the Film to any third party without the prior written permission of Blood Over Texas, and Blood Over Texas shall not assign or license any rights in and/or to the Film to any third party which would preclude Team Leader from exercising its rights in and/or to the Film as set forth above at Paragraph 5(b) and/or in this paragraph (as applicable), without the written permission of Team Leader.

(8) Should the Team Leader receive a distribution offer prior to the End Date and not initiated by Blood Over Texas, Team Leader may enter into the deal provided the following requirements are met: 1) Blood Over Texas gives authorization in writing.

(9) Team Leader hereby acknowledges that participation in the Blood Over Texas "Christmas Carnage: 48 Hour Film Challenge" is without remuneration or monetary compensation whatsoever. The consideration for participating in the project is the screening (in-person or online) of Participant's completed film/video at the conclusion of the project; and the possibility, although not the obligation by Blood Over Texas, for future screenings; and the opportunity for publicity or exposure for being a participant.

(10) Team Leader acknowledges that, in the event of any breach of this Agreement by Blood Over Texas or any third party, the damage, if any, caused to Team Leader thereby will not be irreparable or otherwise sufficient to entitle Team Leader to seek injunctive or other equitable relief. Team Leader's rights and remedies in such event will be strictly limited to the right, if any, to recover compensatory (but not punitive or consequential) damages in an action at law, and Team Leader will have neither the right to rescind or terminate this agreement or any of Blood Over Texas's rights hereunder, nor the right to enjoin the exhibition or other exploitation of the Film or any subsidiary or allied rights with respect thereto.

(10) Team Leader may not assign this Agreement or any of its obligations hereunder without Blood Over Texas's prior written consent. Blood Over Texas may freely assign any and all rights and obligations under this Agreement in whole or in part to any other party. Team Leader acknowledges and agrees that Team Leader is not an employee or agent of Blood Over Texas for any purpose, including all tax obligations, but that the parties are contractors independent of one another.

(11) Team Leader hereby acknowledges that photos, video or other recording may be captured during the Blood Over Texas "Christmas Carnage: 48 Hour Film Challenge" for promotional purposes, such as advertising, social media posts or Screening promotions and hereby agrees to allow camera crews to tape his/her team during any production stage of the project; and further agrees to immediately provide to Blood Over Texas a signed release for each of his/her participating cast and crew members. Blood Over Texas has no obligation whatsoever to produce or exhibit any Documentary materials.

(12) Blood Over Texas will not be liable for any special, indirect or consequential damages, without limitation, damages arising under any Claim or cause of action, including contract, warranty, strict liability or tort, whether or not Blood Over Texas has been advised of the possibility of such damages. Furthermore, it is understood that Blood Over Texas's total liability for any Claims and/or causes of action shall not exceed, and is limited to, the total amount paid to Blood Over Texas in entry fees by Team Leader under this agreement. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy.

(13) This agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without any reference to its conflicts of law provisions.

Agreed to and Accepted By: *Must be signed in person at the Official Sign Up Event

Team Leader Signature: _____ Date: _____

Team Leader Name (printed): _____

Address: _____

Phone: _____ Email: _____

If Signatory is under 18:

I represent and warrant that I am the parent or guardian of the minor whose name appears above, that I have read and approve of the foregoing Agreement, and consent to its execution by my child/ward, and I hereby fully and unconditionally guarantee my child's/ward's undertakings, obligations, indemnities, releases, waivers and grant of rights as set forth above.

Signature of Parent or Guardian _____ Date: _____

Printed Name _____

Address: _____

Blood Over Texas | DarkWckd Collective, LLC

8306 Maui Drive, Austin, TX 78749

Lisa Tsonetokoy, President _____ Date: _____