

# Submission Form

**Mailing address for submissions: BHFTFF, PO Box 9351, Rapid City, SD 57709**

Title of project: \_\_\_\_\_

Producer(s): \_\_\_\_\_

Director(s): \_\_\_\_\_

Screenwriter(s): \_\_\_\_\_

Production  
Company (if  
applicable): \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City, State, Zip  
Code: \_\_\_\_\_

Name of  
Person(s)  
Submitting Film: \_\_\_\_\_

Alternate  
Contact  
Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title of Film: \_\_\_\_\_

Length (in  
minutes): \_\_\_\_\_

Language: \_\_\_\_\_

Genre: \_\_\_\_\_

Country of  
Origin: \_\_\_\_\_

Shooting  
Format: \_\_\_\_\_

Ultimate  
Projection  
Format (circle  DVD  
one):

Other festivals  
this film has  
been submitted  
to:

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Do you have an  
agent or manager?: Yes No

Agent/Manager's  
Address:

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How did you  
find out about  
us:

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Synopsis: (250 words or less, include cast and credits; use extra sheet if  
necessary)

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# Submission Agreement & Release Form

**PLEASE NOTE** You will need to fill out a separate Release Form for **each** Film submitted.

Title: \_\_\_\_\_

Category: \_\_\_\_A (Expensive More than \$100.00)                      \_\_\_\_B (Cheap)

I am hereby submitting the enclosed/attached film (the "Film") to the Rapid City Fat Tire Film Festival (the "FilmFest"). If this Film is made by more than one person, I understand that each filmmaker must sign this Agreement, and the reference "I" herein shall apply to and be binding upon each party, jointly and severally.

I recognize that the Competition, its officers, employees, representatives, sponsors, judges, and affiliates, have wide access to ideas, materials, stories, themes, plots, suggestions and Films, many of which are similar to each other, and which may be similar to my Film. I understand that new ideas are constantly being submitted to you, and I further recognize that you may now or in the future have other projects in development which are similar to my Film in theme, ideas, story, plot, title, format, or other respects, and that such projects may originate with and/or be acquired from other sources, including without limitation your own officers and employees, either before or after the date of my submission.

I appreciate and understand the concern that reviewing my Film without this signed release of liability might expose you to a claim of plagiarism, idea theft, or claimed existence of an implied-in-fact contract or other claim or litigation. I also understand that, in light of this concern, you would refuse to review my Film in the absence of this Agreement, and that this Agreement limits the types of claims which I can assert against you with regards to the Film. Therefore, as an inducement to you to evaluate my Film, and consideration thereof, I hereby acknowledge and agree to the following Terms and Conditions:

- 1) I have read, understand and complied with all the official Rules & Regulations of the Black Hills Fat Tire Film Festival, and I hereby request that you read, evaluate and judge my Film.
- 2) I represent and warrant that I am at least 18 years of age, (or that my legal guardian has guaranteed) that I am the author of the Film and the sole and exclusive owner of all rights thereto, and that I have the full and exclusive rights to submit the Film to the Competition. I warrant that the Film is not currently under option and has not been purchased by any third party, that there are no disputes regarding ownership of the Film, and that no rights or permissions are required from any third parties. I further warrant that the Film does not invade or defame the rights of any person, living or dead.
- 3) I acknowledge that the enclosed Film was created and written by me without any suggestion or request from the Competition, and that my submission of the Film is completely voluntary and was not solicited by the Competition. No fiduciary or confidential relationship exists between us, nor is there one intended or created by reason of this letter and/or my submission of the Film. I also acknowledge and agree that there is no agreement between you and me, express or implied, relating in any way whatsoever to the use of or failure to use the Film; that no agreement or obligation of any kind may be assumed or implied by reason of my submission of the Film or by reason of any communication that we may have; that I am not entitled to any compensation for review or evaluation of the Film, and that you have no obligation to me of any kind whatsoever except as specifically set forth herein.
- 4) I hereby indemnify and hold harmless the Competition, its officers, employees, representatives, readers, judges, sponsors, and affiliates, individually and collectively, from and against any and all claims, demands, costs, damages, judgments, expenses (including attorney's fees), losses or liabilities arising out of

or in connection with any and all claims of third parties, whether or not groundless, based on the Film or any other materials submitted by me to the Competition.

5) I hereby waive and agree that I will never assert against the Competition any claim or action based on plagiarism, infringement, confidential or fiduciary relationship, implied contract, idea theft, unfair competition or any other theory arising in connection with the Film, and I understand the Competition accepts no liability whatsoever for the unauthorized use of all or part of my Film by any person. In this regard, I hereby absolutely release and forever discharge you of and from any and all claims, liabilities, damages, legal fees, costs, expenses, debts, actions, and causes of action against you of every kind whatsoever, now and in the future, in connection with this submission.

6) I understand the Competition accepts no liability for the loss or non-receipt of the Film. I further understand that the Competition will not and is not obligated to return the Film or any other materials I have submitted to the Competition. I have retained at least one additional copy of my Film, and I hereby release the Competition of and from any and all liability for loss of, or damage to, the copy of the material submitted hereunder.

7) I agree to abide by the decisions of the judges with regards to all matters relating to the Competition, including those decisions involving their sole discretion. I understand that the judges are not obligated to provide any feedback to me regarding my submission. I understand that the entry fees are non-refundable, and that any failure to adhere to the Rules, Regulations, Terms and Conditions of the Competition will result in disqualification.

8) In the event that I am named a finalist or winner, I hereby grant the Competition the nonexclusive right to use my name, photograph, and likeness in connection with any and all publicity and promotional activities relating to the Black Hills Fat Tire Film Festival.

9) I hereby agree that any dispute between us shall be submitted to arbitration in the County of Pennington, South Dakota, in accordance with the rules and regulations of the American Arbitration Association then in effect. The arbitrator's decision shall be controlled by the terms and conditions of this Agreement and shall be final and binding. If I am unsuccessful in such arbitration, I agree to pay all costs and expenses, including without limitation any and all attorney and expert fees, which may be incurred by you in connection therewith. I understand that this Agreement shall be governed by the laws of South Dakota and federal laws applicable to agreements made and performed entirely in South Dakota.

10) This Submission Agreement and Release Form contains the entire agreement between us, and may not be modified or amended unless by a written document signed by each of us. Should any provision(s) of this Agreement for any reason be declared invalid, void or unenforceable, such provision(s) or part(s) thereof shall be deemed omitted, and the rest of the Agreement shall remain in full force and effect.

**AGREED TO AND ACCEPTED BY**

**AUTHOR**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**CO-AUTHOR** (if applicable)

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Parent or Guardian** (if applicable)

Signature \_\_\_\_\_ Date \_\_\_\_\_