

## THE PAINTED TURTLE FILM AND VIDEO AGREEMENT

This contract is an agreement between \_\_\_\_\_\_ ("Partner") and The Painted Turtle ("TPT") entered into on \_\_\_\_\_\_ (date) and pertains to all film and video footage taken on TPT camp facilities, located at 17000 Elizabeth Lake Road, Lake Hughes, CA 93532, on the dates listed in the Term section below.

Both parties agree to the following terms:

<u>**Film Crew</u>**: TPT grants permission to Partner to place a film crew of no more than ( ) persons on TPT camp facilities, consisting of:</u>

(	) camera operators	( ) interviewers
(	) staff	( others, including:

The sole purpose of the film crew will be interviewing campers in one-on-one spots, as well as overview shots participating in camp activities. At no time shall the interviewers or film crew film a camper or campers without express permission from the camp staff. A member of camp staff must be with the film crew at all times on TPT camp facilities.

**Term:** The term of the filming shall begin at \_\_\_\_\_, on \_\_\_\_, and shall not exceed ( ) hours of filming each day, at the address of TPT camp facilities. The term of the filming shall end at , on \_\_\_\_\_.

**Film content:** Partner agrees that TPT's name and/or logo shall not be present in any capacity in the narration of the film, or the video visual content, signage appearances, or interviews with campers or staff.

<u>Photographs/Still Images</u>: Partner agrees that any photograph or still image taken at TPT camp facilities shall not be released for any purpose (newsletter, solicitation letter, press release, article, promotional materials, website, broadcast, social media etc.) without the prior written approval of TPT.

**<u>Permitted Use</u>**: Partner agrees to provide a copy of all footage taken at TPT camp facilities in its raw and final format, prior to any use, viewing or distribution of such footage, for TPT's review and approval. Partner agrees not to use or distribute any footage taken at TPT camp facilities unless and until the use of such footage is approved in writing by TPT, at its sole discretion. Partner agrees to restrict the use and distribution of any approved footage to the use and

pg. 1

distribution specifically approved and set forth in writing by TPT, at the times and in the manner specifically approved in writing by TPT. TPT reserves the right to restrict the future use and/or distribution of any footage taken at TPT camp facilities. Permission is not granted for any use other than as set forth in writing by TPT, including but not limited to public relations, newsletters, solicitation letters, solicitation phone or television marketing efforts, press releases, articles, logos, or website placement. TPT reserves the right to refuse approval on release of any or all footage, without restriction.

**Background Check/Release/Medical Clearance:** Partner agrees to submit the completed TPT Background Check Form to TPT for all crew members and interviewers prior to the day of filming. All crew members and interviewers must be approved by TPT before entering TPT camp facilities. TPT, at its sole discretion, reserves the right to prohibit any person from entering TPT camp facilities. All film crew and interviewers are required to sign a <u>Release</u>, <u>Waiver</u>, <u>Indemnification</u>, and <u>Health Affirmation Form</u> prior to the day of filming. The Painted Turtle requires all film crew to meet TPT medical requirements.

**<u>Camper Release Forms</u>**: It will be the sole responsibility of Partner to select the campers who will be interviewed, with TPT's permission. Partner must supply TPT with a sample of the release form that parents must sign, giving Partner permission to film and interview each individual camper.

**Breach or Default of Agreement:** TPT reserves the right to injunctive or other equitable relief in the event of a breach or default by Partner of any provision herein, it being understood that it is of the essence of this agreement that no footage be used by Partner for any purpose whatsoever without the prior written consent of TPT.

PARTNER

<u>TPT</u> THE PAINTED TURTLE

April Tani, Executive Director

Signed Name
Name
Title
Address
Phone

