



## **SUBMISSION AGREEMENT** **(USA)**

**Panavision International L.P.** (the "Company" or "Panavision") would like to thank you for your application for a grant from the Company's New Filmmaker Program ("NFP") for your filmed entertainment project (the "Project"). Please be aware that the Company will only accept and consider the application if you sign and agree to the policies set forth and outlined below.

**By signing below, you agree and acknowledge in favor of the Company:**

### **1. Legal Rights to the Project**

I represent that I am at least 18 years of age and have the exclusive, unconditional legal right and authority to submit the Project and the accompanying materials (the Material) to the Company for consideration for a grant from the Company and the legal right to film and distribute the Project. If the Material is submitted by more than one person, the word "I" shall be deemed changed to "we," all such persons will sign and acknowledge this submission agreement, and this agreement will be binding jointly and severally upon all the persons so submitting the Material. If there are not enough signature blocks, you shall print additional copies of the signature block page and have all persons sign on those additional pages and submit them to the Company.

### **2. No Confidentiality**

I acknowledge and understand that the Company is not undertaking any confidentiality obligations with respect to the Material by virtue of my submission of an application for a grant to the Company.

### **3. Request for Review**

I request that the Company view, read and evaluate the Material I submit in connection with the Project to decide whether the Company will award a grant. The information I provide with respect to the Project is true, correct, and accurate in all respects. I understand that submission of the Material in no way guarantees that the Company will award a grant for the Project, and that the Company has complete discretion to decline a grant for the Project.

### **4. Indemnification**

I agree to indemnify the Company from and against any and all claims, expenses, losses, or liabilities (including, without limitation, reasonable attorneys' fees and punitive damages) that may be asserted against the Company or incurred by the Company at any time in connection with said Material, or any use thereof, including without limitation those arising from any breach of the warranties and promises given by me herein.

### **5. General**

I hereby acknowledge and agree that there are no prior or contemporaneous oral agreements in effect between the Company and me pertaining to the Material.

Should any provision or part of any provision be void or unenforceable, such provision or part thereof shall be deemed omitted, and this agreement with such provision or part thereof shall remain in full force and effect. This agreement shall be governed by the laws of the state of California applicable to agreements executed and to be fully performed therein. All parties irrevocably consent to the exclusive jurisdiction of the state and federal courts located in the county of Los Angeles, California for any action, suit or proceeding arising out of or related to this agreement or the New Film Maker Program.

ACCEPTED AND AGREED BY:

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NAME

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SIGNATURE

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PROJECT NAME

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DATE

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SIGNATURE

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PROJECT NAME

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NAME

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SIGNATURE

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PROJECT NAME

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DATE

(You agree to promptly notify Panavision if more signature blocks are needed and to add more signature blocks if necessary)



## **TERMS AND CONDITIONS OF GRANTS**

### **Camera Equipment Grants**

- All equipment requests are subject to availability. We will always do our best to provide for the specific creative and technical demands of your project, but cannot guarantee availability of specific cameras, AKS, or optics.
- Anamorphic lenses are not available for NFP projects
- Large format lenses are not available for NFP projects
- Large format cameras – with the exception of the Panavision DXL2 – are not available for NFP projects

### **Post-Production Grants**

*Post-production grant includes picture finishing with the following services:*

- Conform from original camera files up to 12 hours
- QT check for editorial after conform
- All data I/O and data storage associated
- Up to 12 hours of final color correction
- Final color corrected render + archive of that to LTO

The New Filmmaker grant awarded by Panavision ("Grant") is void in any jurisdiction where it is restricted by law or otherwise prohibited, or if any of the content is restricted or prohibited by applicable law.

As a condition to the grant, you will be requested to sign and deliver to Panavision, Panavision's (and Light Iron's, if applicable) standard terms and conditions or service agreement or any other agreement reasonably necessary or desirable for Panavision (and Light Iron, if applicable) to make available the equipment or services contemplated hereby. Notwithstanding the foregoing, if you are subsequently found ineligible to participate in this Grant for any reason or are unable or unwilling to comply with these terms and conditions and/or any aforementioned agreement, Panavision (and Light Iron, if applicable) may, at their sole discretion, rescind the Grant.

You agree to follow all Panavision (and Light Iron, if applicable) policies, rules and instructions, such as, social distancing, remote communications instead of face-to-face interactions, wearing of masks or personal protection equipment, or any other policies, rules and instructions Panavision (and Light Iron, if applicable) has for you. [Post-production services must be redeemed in either the Los Angeles or New York city Light Iron facilities. Panavision or Light Iron, at their sole discretion, may change the city in which the post-production services may

be redeemed. The camera rental package must be redeemed in either Los Angeles or New York city at the Panavision facilities. Panavision, at their sole discretion, may change the city in which the camera package may be redeemed.]

The Grant is not redeemable for cash, credit, or anything else, and may not be used in conjunction with any other offers, awards, discounts, or anything else. The Grant is personal to the applicant, and may not be sold, resold, leased, licensed, rented, traded, auctioned, given away or otherwise assigned or transferred to any other party. This award and any rental equipment and/or post-production services may not be used to film, digitalize, record, capture, create or otherwise have anything to do with pornography, obscenity, defames any person or entity, or is illegal.

You are responsible for all taxes related to the award. You will provide to Panavision your full name, contact info, social security number or tax identification number and mailing address for tax purposes.

Any award of camera rental equipment or post-production services to you shall be for a future project to be recorded, created, and produced entirely in the United States. All awards for camera rental, post-production services or anything else must be redeemed and used entirely in the USA.

The camera rental package is available for timeframes ranging from one weekend to up to four (4) weeks depending on the financial amount of the Grant. The Grant must be redeemed within twenty-four (24) months from the date of the Grant. For the sake of clarity, all equipment must be redeemed and returned, and all post-productions services must be completed, in either case prior to the date that is 24 months from the date of the Grant.

The award does not cover any shipping costs, nor does it cover the purchase of any expendables. All camera rental packages include lenses and accessories, though substitutions may be made based on availability.

You must obtain insurance that complies with Panavision requirements from an independent insurance agent at least one (1) week prior to the initial prep date. You must provide a certificate of insurance that complies with all Panavision requirements from your insurance provider to Panavision at least ~~two~~ one (1) week prior to the prep date. Additionally, you are required to make in advance of the rental, a security deposit of [\$1,000.00], which amount will be refunded upon the return of all equipment undamaged ~~and pay a service fee of~~ [ \$\_\_\_\_\_ ]. You are required to pay a service fee - amount to be determined and based on project. You agree to sign the Panavision social media and promotion agreement. You grant Panavision a perpetual, royalty free, worldwide, irrevocable license to copy, use, display, make public, promote, advertise, market, edit, make derivatives, and produce, including but not limited to, behind the scenes (BTS) clips and photos for marketing, advertising, promotional and other purposes. You agree to cooperate with Panavision in its marketing, promotional and advertising efforts related to the New Filmmaker Program by providing interviews and content.

Any post-production services awarded herein are subject to facility schedule and colorist availability.

The camera rental package is subject to availability.

Any other awards are subject to availability.

Things beyond Panavision's (and Light Iron's, if applicable) reasonable control, such as, earthquake, fire, hurricane, flood, tornado, tsunami, weather, natural disaster, terrorist attack, terrorist threat, war, epidemic, pandemic, civil unrest, riot, strike, labor unrest, supply shortage, an act or order of any governmental or judicial authority, including without limitation, an increase in the threat level as determined by the U.S. Department of Homeland Security (or similar U.S. government authority) or anything else beyond Panavision's (and Light Iron's, if applicable) reasonable control may also delay, affect, or change availability of or make unavailable the camera rental package and/or post-production services.

If you are awarded a Grant, you agree to contact Panavision (and Light Iron, if applicable) with as much advance notice as possible to redeem the award.

Questions regarding the Grant can be directed to [NFP@panavision.com](mailto:NFP@panavision.com). Panavision's privacy policy can be found <https://www.panavision.com/privacy-policy-global>.

ACCEPTED AND AGREED BY:

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