



FLAG-TV Program Submission Form and Agreement

P.O. BOX 121001
Nashville, TN. 37212
Email: info@flag-tv.com

1. Program Submitter

Full Name: _____

Organization: _____

Street Address: _____

City, State, Zip: _____

Email: _____

Phone 1: _____ (circle one) mobile home work

Phone 2: _____ (circle one) mobile home work

Are you also the main producer of the program? (circle one) Y N

2. Program Producer

Full Name: _____

Organization: _____

Street Address: _____

City, State, Zip: _____

Email: _____

Phone 1: _____ (circle one) mobile home work

Phone 2: _____ (circle one) mobile home work

3. Program Information

Program Name: _____

Film _____ Documentary _____ Short _____ or TV Episodic _____

If Episodic please list

Episode Name: _____ Episode Number: _____

Filename: _____ Duration: _____

Program Website: _____

Production Location: _____

Program and/or Episode Description:

Significant cast members:

Writer: _____

Director: _____

Signature: _____ (program submitter)

Date: _____



This submission agreement (the “Agreement”) is a binding agreement between Film Like A Girl Television, (FLAG-TV, “we” or “us”) and you or, if applicable, the individual, company or other legal entity you represent (“you”). This Agreement includes the terms of the FLAG-TV Account Agreement (the “Account Agreement”), which also contains limitations of liability, governing law and other provisions relevant to all of your activities under this Agreement. This Agreement sets forth our submission policies for any screenplay, video, or other content (“Content”) that you submit to FLAG-TV using the content submission tool we provide on the FLAG-TV streaming channel, FLAG-TV.com or other portal we designate.

1. ACCEPTANCE.

You accept the terms of this Agreement by clicking to confirm acceptance or by contributing Content to FLAG-TV. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the legal authority to bind that company or legal entity to this Agreement. If you do not have the authority, or if you do not agree with the terms of this Agreement, you must not confirm acceptance and you may not submit Content to FLAG-TV.

2. PURPOSE OF AGREEMENT

In this Agreement, you grant us rights to display, use, modify and distribute Content on FLAG-TV Channel. This Agreement does not grant us rights to create a television series, movie, or other work based on your Submission.

2.1. A “Submission” is film or video content submitted to FLAG-TV.

3. AUTHORITY TO ENTER INTO THIS AGREEMENT.

In order for FLAG-TV to air your content, it is crucial that you have the right to enter into this Agreement and to grant us all of the rights described in this Agreement:

3.1 You represent and warrant that you are at least 18 years old (or the age of majority where you reside, whichever is older), can form a legally binding contract by accepting a contract online (without exchange of paper), and have the full right, power and authority to enter into and comply with your obligations under this Agreement.

3.2 You acknowledge that your activities on FLAG-TV, including those under this Agreement, are subject to the terms of the Account Agreement and you represent and warrant that you are in compliance with the terms of the Account Agreement.

3.3. If you submit a Submission to FLAG-TV, you represent and warrant that you are legally entitled to do so because:

3.3.1 you are the sole author or creator of the Submission; or

3.3.2 you are the sole holder of rights in the Submission because all rights in the Submission have been assigned or transferred to you or

3.3.3 or have written permission from the holder of such rights to submit this Submission

4. REPRESENTATIONS, WARRANTIES AND COVENANTS.

You further represent and warrant the following with respect to any Submission you submit:

4.1 you have obtained all rights of publicity to any cast members or other individuals appearing in your Content;

4.2 you have obtained all rights necessary to use any music in your Content and are in compliance with all licenses to use the music in your Content;

4.3 you have obtained all rights necessary to use the locations or premises in your Content;

4.4 you have obtained all rights necessary to use any images or footage recognizable in your Content and are in compliance with all licenses to use such images and footage;

4.5 neither your Content nor the exercise of the rights you grant in this Agreement will infringe or violate any copyrights, contract rights, rights of privacy or other rights of any person or defame any person;

4.6 if your Content is based in whole or in part on the life of any real person, you will identify that during the submission process;

4.7 our exercise of the rights you grant under this Agreement will not give rise to any obligation to pay you or any third party any royalty or other payment;

4.8 if your Content is appropriate only for viewers 17 and older, you will identify the Content as such;

4.9 your Content is free and clear of any pending or threatened litigation; and

5. GRANT OF RIGHTS FROM YOU TO FLAG-TV FOR ORIGINAL PROPERTIES.

5.1. Private Submissions. The following provisions apply to any Submission you submit to FLAG-TV as a Private Submission:

5.1.1. Review. Your submission will be subject to review by us. You grant us the right to review and consider your Submission and, in connection therewith, share the Submission with our subcontractors engaged in review and, together with our subcontractors, annotate your Submission.

5.2. Public Submissions. The following provisions apply to any Public Submission:

5.2.1 Our Rights to Distribute Your Public Submission. You grant us a worldwide, royalty-free, non-terminable, sub-licensable, transferable right to copy, transfer, stream, make available for download, add captions and make other distribution-related modifications to your Public Submission as we desire to facilitate such distribution.

6. PROFILE INFORMATION.

For all Submissions, you grant to us the right to use profile information you submit on FLAG-TV Channel and website.

7. SIMILAR CONTENT.

Given the open nature of FLAG-TV Channel, FLAG-TV Channel participants may develop and submit scripts, movies, shows, and videos that are similar to each other. In order to prevent legal claims that could be disruptive to FLAG-TV Channel participants and impede the ability of FLAG-TV scripts, movies, shows and videos to be developed and released, you agree to irrevocably and forever waive any legal claim you may have under any theory of law in any territory, including, without limitation, copyright infringement or breach of implied in fact contract (idea submission), that your rights were infringed due to any similarity between your Content and any other content that is or may become available on FLAG-TV, unless there is substantial similarity of protectable expression under United States copyright law between your Content and the other content and the other content includes a verbatim copy of a material portion of your script or other written material.

8. NO OBLIGATION TO MAKE AVAILABLE OR USE.

We have no obligation to make any Content available on FLAG-TV or to otherwise use it in any way. If we make any Content available on FLAG-TV or otherwise commence exploitation, we may remove it from FLAG-TV and cease further exploitation at any time in our sole discretion.

9. COMPENSATION.

You will have no right to compensation in connection with the exploitation of rights you grant under this Agreement.

10. CUMULATIVE RIGHTS.

All rights you grant under this Agreement are cumulative and we may exercise or refrain from exercising any one or more of them separately from, simultaneously and/or in connection with any other rights you grant us or with any rights we obtain from other sources. In addition, if any grant of exclusive rights you make to us is deemed invalid or to be less than exclusive, we will, nonetheless, have a non-exclusive license to use the Content as authorized in this Agreement to the fullest extent permissible under law.

11. MISCELLANEOUS

11.1. Relationship of the Parties. You will perform under this Agreement as an independent contractor of FLAG-TV. Nothing in this agreement will be deemed to constitute a joint venture or partnership between the parties. Neither party will have the right to bind the other in any manner.

11.2. Affiliates. All rights you grant to us may be exercised by us or by any of our affiliates, subcontractors or sublicensees.

11.3. Assignment. You will not assign any part or all of this Agreement without our prior written consent. Any attempt to assign in violation of this section is void in each instance. We may assign any or all of our rights or obligations under this Agreement to any party, and the assignment will be deemed a novation under law forever releasing FLAG-TV from any and all obligations and liabilities under this Agreement.

11.4. No Responsibility for Third-Party Actions. You acknowledge that, if submitted to FLAG-TV as a Public Submission, your Content is freely available for viewing, streaming and possible download without copy protection. In no event will FLAG-TV or any of its licensees, its sublicensees, its distributors, its producers, any party to which it assigns any of its rights hereunder, or its or their affiliates, successors or assigns, or any of their directors, officers, members, shareholders, employees, associates, agents or representatives (collectively, the "FLAG-TV Parties") be responsible for any

reproduction, display, modification, or use of your Content or any portion thereof by you or any third party.

11.5. Remedies and Interpretation. All remedies will be cumulative and pursuit of any one will not waive any other. Captions and headings are for convenience only and will not be used to construe meaning.

Signature

Date