



HBO® SHORT FILM COMPETITION SUBMISSION FORM

FILM SECTION

HBO Short Film Competition* (maximum running time 20 minutes)

Deadline: March 30, 2012

* Please note there is a \$50 submission fee per film.

FILM

Title: _____

Running Time (20 min. max. incl. of credits): _____

Year of Production: _____

Genre: Action Comedy Romance Other

Original Film Format: 35mm 16mm HD Other _____

Screening history in the U.S. and abroad (including festivals and any prizes/awards received): _____

PRIMARY CONTACT PERSON

Name:

Position in Relation to Film:

Address:

City:

State:

Zip:

Day Phone:

Eve. Phone:

Cell:

Fax:

E-mail:

FILM CREDITS

Director:

Writer:

Producer:

Executive Producer:

Camera:

Editor:

Principal Cast (lead actors/actresses only):

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ELIGIBILITY REQUIREMENTS

1. Films must have been directed and/or written by a person of African descent.
2. Filmmaker must be 18 years of age or older.
3. Competition is open to U.S. and international entries.
4. Films must be in the English language or contain English subtitles.
5. Films must be a festival premiere (have had no previous festival screenings) through the scheduled ABFF screening date June 21, 2012.
6. Films must have been produced after January 1, 2011.
7. In addition to the above, short must not exceed the maximum running time of twenty (20) minutes, must not have won award(s) at any other festival and must not have previously submitted to the HBO Short Film Competition under its current or any former title. Short films must not have had any previous cable broadcast screening. Employees of Home Box Office (HBO) and any other Time Warner entity (whether or not permanent or temporary employees) and their immediate family members and/or those living in the same household are not eligible to participate in the HBO Short Film Competition.
8. Each entry must arrive at the ABFF offices postmarked by no later than the 5:00 pm EST, March 30, 2012 deadline.

SUBMISSION MATERIALS

1. Each entry **must** be submitted and received as follows:
 - **Two (2) completed submission forms**
 - **\$50 submission fee** to be paid by check/money order only
Please make payable to FILM LIFE, INC./ABFF
 - **Two (2) DVDs of film** (Note: DVDs will not be returned)
 - **Two (2) copies of filmmaker bio and photo**
 - **Two (2) copies of film synopsis (max. 1 page)**
 - **Two (2) copies of a photo still from film**
 - **Two (2) copies of film credits**
 - **Two (2) executed short film competition releases**
2. Entry title and name of entrant must be on all materials and containers.
3. There is not a limit to the number of entries: separate form required for each.
4. Mail entry to: ABFF, c/o FILM LIFE, P.O. Box 1975, New York, NY 10113.
5. Applicants will be notified of the festival's decision by May 18, 2012.

IF YOUR FILM IS SELECTED

1. Filmmaker agrees that he/she will be solely responsible for the delivery of his/her film (including all shipping costs) to and from the festival office. Final films must be received by the ABFF office no later than, June 1, 2012.
2. One (1) photo still from the film and one (1) photo still of the qualifying filmmaker (jpeg. format) and any additional press materials to be delivered to the ABFF immediately after notification as a finalist.
3. HBO will provide round-trip accommodations and festival credentials for one (1) representative of the film and one (1) guest.

HBO SHORT FILM COMPETITION

RELEASE

I certify that the short film which I am submitting (the "Film") to the HBO Short Film Competition for the 2012 American Black Film Festival (the "Festival") is original and I hold all rights to the Film necessary for submission and that the Film and I meet all of the Eligibility Requirements for the HBO Short Film Competition set forth on page 2 of the HBO Short Film Competition Submission Form. I acknowledge that Home Box Office, Inc. ("HBO") and Film Life, Inc. ("Film Life") may receive other films that are similar to the Film or the ideas expressed in the Film that I am submitting. I further certify that no rights in the film have been transferred. I understand that I may not transfer any rights in the Film prior to the selection of the five (5) finalist films to be screened at the Festival. I further understand that if the Film is selected as one of the five (5) finalist films, in consideration for mutual promises and other good and valuable consideration, including the award of a monetary prize and HBO's payment of my transportation and certain other expenses in connection with my attendance at the Festival, I will not negotiate with any party with respect to any rights in the Film prior to September 20, 2012; provided, however, that during such time, at HBO's request, I shall negotiate in good faith exclusively with HBO with respect to HBO's acquisition or exclusive license of the Film for the exhibition thereof by any means in any and all media.

I hereby authorize HBO and Film Life to exhibit the Film at the 2012 Festival and to use the publicity information and photos submitted by me or on my behalf in their marketing and publicity efforts in connection with the Festival. If the Film is selected as one of the five (5) finalist films to be screened at the Festival, I further authorize the use of stills and clips from the Film, not to exceed 2 minutes in the aggregate, in any and all media for advertising and promotional purposes.

I UNDERSTAND THAT EXCEPT AS PROVIDED FOR UNDER THE ELIGIBILITY REQUIREMENTS AND REGULATIONS OF THE HBO SHORT FILM COMPETITION, NEITHER HBO, FILM LIFE, NOR ANY OTHER PARTY SHALL BE UNDER ANY OBLIGATION TO COMPENSATE OR CREDIT ME IN ANY WAY FOR THE USE OF THE FILM AND I HEREBY IRREVOCABLY RELEASE AND DISCHARGE HBO, ITS LICENSEES, SUCCESSORS AND ASSIGNS FROM ANY CLAIMS WHICH I NOW HAVE OR MAY EVER HAVE FROM OR RELATING TO ANY USE OF THE FILM.

I further hereby warrant, represent and covenant to HBO as follows:

- 1) The Film, and any portion thereof, or any other footage or element provided to HBO hereunder, or any advertising, promotional, publicity or other material supplied by me in connection with the HBO Short Film Competition, will not contain any language or material which is obscene, libelous, slanderous or defamatory and will not violate, infringe upon, or give rise to any adverse claim with respect to, any common law or other right whatsoever (including without limitation any copyright, trademark, literary, dramatic, comedic, musical or photoplay right, right of privacy or publicity or contract right) of any person, corporation or other entity, or violate any other applicable law.
- 2) I have acquired and am in possession of all rights necessary to grant the rights to HBO hereunder (and if my film is selected as a finalist film, will deliver to HBO copies of all such documents as evidence of my acquisition of such rights), including without limitation all copyrights, music rights, still photo, film or videotape footage licenses, individual releases or clearances, or other appropriate licenses of all elements of the Film, or such constituent elements are owned by me or are in the public domain.
- 3) With respect to each musical composition contained in the Film and all other materials provided to HBO hereunder, the non-dramatic music performing rights necessary for HBO's exercise of the rights granted hereunder are: (i) either (A) controlled by American Society of Composers, Authors and Publishers or Broadcast Music Inc., (B) in the public domain or (C) owned or controlled by me, so that no additional clearance of, or payment with respect to, such rights is required by HBO for use of the Film hereunder, and (ii) available for direct license by HBO from the publisher(s) controlling such rights.

- 4) I agree to furnish to HBO a music cue sheet setting forth with respect to each musical composition contained in the Film such composition's running time, composer, publisher and performing rights society.
- 5) The credits contained in the Film as delivered to HBO are complete and accurate and omit no party or entity entitled to any credit for providing services on the Film, nor is any credit provided therein inaccurate, improper or insufficient.
- 6) There are no claims, litigation or other proceedings pending or threatened against the Film or any elements therein.

I HAVE READ THIS RELEASE CAREFULLY AND I UNDERSTAND ITS CONTENTS. No representations have been made to me other than those set forth in this Release and this Release states my entire understanding with reference to the Film.

Date: _____ NAME:(Please print) _____

SIGNATURE: _____

ADDRESS: _____

If releasor is not yet 21 years old, complete the following form:

I, the undersigned, hereby warrant that I am the _____ * of _____, a minor, and have full authority to authorize the above Release which I have read and approved. I hereby release and agree to indemnify the licensed parties and their respective successors and assigns, from and against any and all liability arising out of the exercise of the rights granted by the above Release.

DATE

WITNESS

ADDRESS

Signature of Parent or Guardian

ADDRESS

*insert the word "parent" or "guardian," as appropriate.