

BLACK & UNLIMITED FATHERHOOD PROJECT
FILM RIGHTS LICENSE

This Film Rights License (“License”) is made as of this ____ day of _____, 2024 by, between and among _____ with an address of _____ (“Licensor”), on the one hand; and **ABFF VENTURES, LLC d/b/a Nice Crowd** with an address of 4111 W. Alameda Avenue, Suite 501, Burbank, CA 91505 (Nice Crowd”) and **Walmart, Inc.** with an address of 702 SW 8th Street, Bentonville, AR 72711 (“Walmart”), on the other hand. Said Nice Crowd and Walmart are sometimes referred to herein collectively as “Licensees.”

WHEREAS, the Licensor wishes to enter a film created and produced by Licensor and titled “_____” (the “Film”) into the “Black & Unlimited Fatherhood Project,” a competition (the “Competition”) to take place at the 2024 American Black Film Festival (the “Festival”) during June of 2024; and

WHEREAS, Licensor understands and agrees that if the Film is judged to be among the finalists in such Competition it will be screened and shown at the Festival, and will be posted on the YouTube® platform (“Youtube”) by Walmart subject to the terms and conditions described below.

NOW, THEREFORE, in consideration of the Film being accepted by the Licensees for consideration and judging in the Competition and the potential rewards (both tangible and intangible) if the Film is chosen as a finalist in said Competition, the Licensor hereby grants the following rights described in this License to the Licensees upon the Film being designated as one of the finalists in the Competition, subject, however, to the following terms and conditions.

1. **Definitions.** In addition to the defined terms appearing above, the following terms when used in this License shall have the meanings ascribed to them below:

(a) **Film Info.** Shall mean the photographs, images and recordings of, and the names, likenesses and biographical and other information relating to the Film’s director(s), cast, and Licensor(s), as well as the Film’s Title (as that term is defined below) and all information submitted as part of the official Festival “entry form” and “Film Information Form.”

(b) **Stills.** Shall mean the still photographs derived from or otherwise related to the Film.

(c) **Title.** Shall mean the title of the Film.

(d) **Trailers.** Shall mean the trailer(s) and/or edited sequence(s), and/or clip(s) of the Film.

(e) **Supplemental Materials.** Shall mean any other materials submitted by or for Licensor in connection with the submission of the Film to the Competition or the Festival, including, without limitation, postcards, posters (printed or digital), social networking and other digital address links, and all other materials of any of any kind or nature whatsoever.

2. Grant of Rights.

- (a) **To Nice Crowd.** Licensor hereby grants to Nice Crowd and its authorized agents, a non-exclusive, non-transferable license to use, publish, perform, display, show, exhibit and otherwise communicate the following materials in any format: (i) the Film in its entirety to the public only in connection with public screenings of the Film at the Festival in Nice Crowd's designated Festival venue(s) and/or as part of its virtual Festival on its streaming platform or its online site, including with advertising or other promotional or sponsored content preceding, accompanying or following the Film (in Nice Crowd's discretion and without consent of, or accounting to, Licensor); (ii) all of the Trailers, Stills, Film Info, and/or any Supplemental Materials in any marketing materials promoting the Festival in all media prior to and during said Festival; and (iii) all of the Trailers, Stills, Film Info, and/or any Supplemental Materials on the archival sections of Nice Crowd's web site dedicated to documenting the events occurring at the Festival and other past Nice Crowd festivals (collectively the "NC Licensed Rights"). The term of the NC Licensed Rights shall be from the date hereof until the day after the end of the Festival (including the virtual portion of the Festival), **except that** the term of the rights granted in subsection (a) (iii), above, shall be in perpetuity.
- (b) **To Walmart:** Licensor hereby grants to Walmart and its authorized agents, a non-exclusive, non-transferable license to use, publish, perform, display, show, exhibit and otherwise communicate the following materials in any format: (i) the Film in its entirety on the YouTube platform including with advertising or other promotional or sponsored content preceding, accompanying or following the Film (in Walmart's discretion and without consent of, or accounting to, Licensor); and (ii) all of the Trailers, Stills, Film Info, and/or any Supplemental Materials in any marketing materials promoting the appearance of the Film on YouTube in all media (collectively the "Walmart Licensed Rights"). The term of the Walmart Licensed Rights shall be from the date hereof until December 31, 2024.

3. **No Obligation to Use.** Licensor acknowledges that nothing in this License will be deemed to impose any obligation on any Licensee to use the Film, Trailers, Stills, Film Info, and/or any Supplemental Materials (collectively the "Licensed Content") as permitted hereunder, it being expressly understood that all such uses, if any, are within the applicable Licensee's sole discretion. Each and both of the Licensees further reserve the right at any time and from time to time to discontinue, temporarily or permanently, any licensed use of any of the Licensed Content, with or without notice, and Licensor agrees that no Licensee shall be liable to Licensor or to any third party for any such suspension, modification or discontinuance of the uses of the Licensed Content hereunder.

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6. Representations and Warranties. Without limiting any other representations, warranties or covenants of Licensor elsewhere in this License, Licensor hereby represents and warrants that:

- (a) Licensor possesses the full power and authority to enter into this License and to grant all rights necessary to carry out this License;
- (b) Licensor has not made and shall not make any grant of rights to anyone else which will or might impair, encumber or conflict with any of the rights granted herein or with each Licensee's full exercise and enjoyment of those rights and, in particular, the Licensed Content is clear of, and there are not and will not be outstanding at any time, any liens, claims, charges, encumbrances, Licenses, obligations or commitments to any person or entity which can or will interfere with the rights granted under this License;
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7. Indemnity. Licensor hereby agrees to defend, indemnify and hold harmless each Licensee, and their representatives and successors, from and against any and all third party claims, losses, liabilities, damages, penalties and other expenses obtained against, imposed upon, suffered or incurred by such parties (including reasonable outside attorneys' fees and costs, whether or not litigation is commenced) (collectively, "Claims") arising out of or in connection with the Licensed Content, any matter or thing contained in the Licensed Content, or any breach or alleged breach of any of Licensor's

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9. General. Provided that the Film is exhibited within the scope of this License, Licensor agrees that Licensor's only remedy for a breach of any provision of this License by any Licensee shall be an action for monetary damages only, and only as such damages, if any, are incurred by Licensor as a result of such breach, and in no event shall Licensor have the right to seek or obtain injunctive or other equitable relief or to enjoin the exercise of any of the rights granted hereunder. This License contains the entire understanding between the parties with respect to the subject matter hereof, supersedes all prior agreements with respect to the subject matter hereof, and may not be altered or waived except by a writing signed by all parties hereto. Licensor will do such acts and sign, or cause to be signed, such instruments as any License may reasonably require for the purposes of giving effect to the terms of this License. Licensor may not assign or license Licensor's interest under this License, and any attempt to do so shall be null and void. If any provision of this License is held to be unlawful, void, or unenforceable, in whole or in part, as to any situation or person, the balance of this License shall remain in effect and the provision in question shall remain in effect as to all other persons or situations, as the case may be. This License shall be governed by, construed and enforced in accordance with the laws of the State of California applicable to Licenses made and fully performed therein, exclusive of its rules governing choice of law and conflict of laws. Licensor hereby consents to the exclusive jurisdiction of the federal and state courts in Los Angeles County for litigation of any and all disputes that may arise between Licensor and any of the Licensees. Licensor hereby consents to personal jurisdiction in Los Angeles County.

ACCEPTED AND AGREED TO:

Licensor's Signature

Print Name of Licensor

Telephone Number :