

THIS AGREEMENT AND COPYRIGHT ASSIGNMENT made and effective as of the ____ day of _____ 2015 between the Spiritus Christi Church (“Spiritus”) and Matthew Spaul (”Producer”).

WHEREAS, Producer desires to engage Spiritus to create and deliver a documentary film on the last twenty years of the congregation (the “Film”); and

WHEREAS, Spiritus has agreed to cooperate with the parties to this Agreement in completing the project so long as certain conditions are met as set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration as specified herein, the Parties, intending to be legally bound, do hereby agree as follows:

1. Grant of Rights.

(a) *Student Work.* The Film shall be made for Matthew Spaul’s Thesis film as a graduate student at Rochester Institute of Technology. To be completed by May 2015.

2. The Film.

(a) *Archival Footage, Interviews, and Licensed Elements.* Producer will work in conjunction with Spiritus to collect archival footage, interviews, and elements licensed from third parties for incorporation into the final edit of the Film, such that releases, licenses, and permissions from third parties that may be required can be obtained in the name of the Producer. Spiritus retains ownership of all materials provided by Spiritus and/or its designees approving use of materials only in the Film including promotion, exhibition, and distribution of the Film.

3. Required Approval.

(a) There will be no required approval of the Film prior to screening the Film.

4. Indemnification and Insurance.

(a) Each party agrees to indemnify and save harmless the other against any and all liability, loss, damages, attorney’s fees, and expenses of whatever kind and nature which either party may directly or indirectly incur, or be required to pay by reason of or in consequence of the intentionally wrongful or negligent act or omission of the other party. If claim or action is brought against either party and for which the other party may be responsible hereunder in whole or in part, then that party shall notify and handle or participate in the handling of such defense of such matter.

(b) Both parties shall indemnify Spiritus and/or its designee against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data.

SPIRITUS CHRISTI CHURCH

BY:

Title

Date Signed

Matthew Spaul

BY:

Title

Date Signed