

FTT Productions & Equipment Checkout Policy

By checking "Agree" below I am signing this Waiver, Release and Indemnification Agreement and hereby acknowledge and represent that I have read this entire document, that I understand its terms and provisions, that by signing it I am giving up substantial legal rights I might otherwise have, that it is a binding agreement, and that I have signed it knowingly and voluntarily. I understand that I will not be allowed to checkout FTT equipment until I agree to this document.

ON SET PRODUCTION RULES:

- ▶ No alcohol, controlled substances or other drugs are permitted on the set.
- ▶ Student filmmakers are responsible for the behavior of all crew and cast, and should neither engage in or tolerate any behavior that constitutes sexual harassment or discrimination on the basis of race, religion, gender, or sexual orientation.
- ▶ Student filmmakers agree to indemnify and hold harmless the University of Notre Dame for any property or personal damage caused by any cast or crew member of the production team.

FTT PRODUCTIONS

I acknowledge that I am submitting video/film work, which I have wholly created and I warrant that the work is original and that I have the power and authority to make this agreement. I also warrant that none of the work has been previously published elsewhere in whole or in part, nor have any copyright implications. The University of Notre Dame is not liable for any violations or legal action due to copyright infringement in the work I have created.

Ownership: The student filmmaker shall own all rights and title to any and all film and video projects made by himself or herself (or made collaboratively with one or more other student filmmakers) with the exception of certain rights identified herein.

Copyright: The student filmmaker shall own all copyrights and interests thereto in the film made by himself or herself (or made collaboratively with one or more other student filmmakers) with the exception of certain limited rights identified herein. The obligation to register the work or works for copyright and to maintain copyright shall be the responsibility of the student filmmaker.

Income: The student filmmaker shall be entitled to receive all income generated by the public or private exhibition of the film made by himself or herself (or made collaboratively with one or more other student filmmakers) with the exception of any income received by the University of Notre Dame or the Department of Film, Television and Theatre from the exhibition at the annual student film festival and other specified uses.

Publicity: The student filmmaker consents to any publicity, including the use of my name and likeness, and waive any right to inspect and/or approve any photography, film videotape, recordings or advertising copy which may be used in connection with my participation in FTT produced projects.

Right to Exhibit: The University of Notre Dame Department of Film, Television and Theatre and the student filmmaker shall have the right to exhibit the film made by the student filmmaker as follows:

- A. The student filmmaker shall have the right to exhibit the film in all markets and venues in all states, countries or territories.
- B. I hereby grant the University permission to reproduce, edit, publish, disseminate, stream, publicly display, or publicly perform, in whole or in part, the work in any medium at the University's discretion (including but not limited to public websites), should the University elect to use my work. If the University elects to use my work, I agree to cooperate with University staff to assure that the published version of the work conforms to appropriate substantive and technical standards.
- C. The Department of Film, Television and Theatre of the University of Notre Dame shall have the right to exhibit the film for its own educational, marketing, fundraising and other purposes in all states, countries or territories.

Credits: The last credit of the “end credit sequence” as that term is commonly used and understood in the film industry or by the Department of Film, Television and Theatre must read as follows:

From the University of Notre Dame’s Department of Film,
Television and Theatre Undergraduate Production Program

Supervising Faculty: (Course Instructor Name)

Copyright (Year)
{Student Names, or d/b/a}

EQUIPMENT USE POLICY:

- ▶ Students must be currently enrolled in FTT Production courses at Notre Dame. You only have access to equipment designated for that particular class.
- ▶ FTT equipment may only be used for designated class assignments.
- ▶ Students must have a valid local address & phone number on file with checkout staff.
- ▶ You **MUST** have a valid student ID in order to checkout equipment.
- ▶ Failure to return items on time will result in cash fines that accumulate daily after the initial checkout period.
- ▶ Failure to pay fines will result in a loss of FTT Checkout facilities privileges.
- ▶ You must pay your fine in full when returning late equipment. You will not be allowed to check out any other equipment until all fines are paid.
- ▶ Student filmmakers are responsible for up to \$500 in replacement costs for any FTT equipment damaged or lost due to negligence.

- ▶ All equipment must be returned during Checkout hours to an FTT student assistant. Under no circumstances can equipment be left with a note for return. This will result in a \$20 fine.
- ▶ Any equipment found stored in DPAC editing rooms will be taken and result in a \$20 fine.
- ▶ Any course materials fees listed on your syllabus must be paid by the due date. Failure to be marked as “Paid” will result in loss of checkout access until fees are paid in full. **You will also not have access to the DPAC editing rooms until these fees are paid. It may take up to one business day to receive editing room access after your fees have been paid.**

YOUR EQUIPMENT, YOUR RESPONSIBILITY

- ▶ You are responsible for the care and safe return of all equipment and items checked out to you, which includes all standard parts contained in a kit. It is not the sole responsibility of checkout staff to ensure all parts are included. **CHECK YOUR GEAR!**
- ▶ You will be charged for the repair or replacement of any items lost, damaged or stolen. It is ALWAYS the assumption you had everything when you left with the equipment unless noted by the student assistant upon checkout.
 - * “I got it this way.” is not an acceptable reason.
- ▶ Items leaving checkout must be scanned and assigned to your checkout order. No exceptions.
- ▶ All cables, lights and kits should be returned wrapped neatly and organized as they were checked out. Staff will require you to wrap your gear accordingly before accepting back to be checked in.

LASTLY

- ▶ Student Assistants running checkout are in charge. You must wait your turn checking equipment in and out. They may refuse to check your gear in or out for any of the rules stated or behavior that is considered inappropriate. Reported incidents may result in suspension of checkout privileges and/or fines.