

BROCKTV STUDENT FILM FUND SUBMISSION GUIDELINES & APPLICATION

Introduction

The BrockTV Student Film Fund (BSFF) provides grants to students who seek to create engaging narrative and non-narrative video content including, but not limited to, short films, music videos, documentaries, and experimental projects.

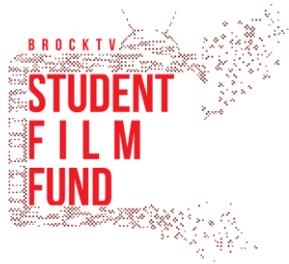
The objectives of the BSFF are to:

- Support and encourage the development of filmmakers and talent in the Brock Community.
- Encourage the creation of Canadian Content.
- Provide a platform for students to learn the grant application process.

Student Filmmakers, eligible for the BrockTV Student Filmmakers Fund, shall be defined as Brock University undergraduate students (enrolled in a minimum of 0.5 credits at the time of application), whose collective membership of cast and crew is comprised of a majority of registered undergraduate students with a clear mandate related to Digital Video Production.

Please note:

1. The Brock Student Film Fund Committee (BSFFC) has full discretion in the application of, or exception to, the guidelines to ensure that funding is provided to those projects that meet its spirit and intent. In all questions of interpretation of either these Guidelines or the spirit and intent of the production program, the BSFFC's interpretation shall prevail.
2. While compliance with these guidelines is a prerequisite to eligibility for funding, compliance does not guarantee entitlement to the BSFF. As an investor, the BSFFC negotiates its participation, which varies from project to project and may be less than requested. The BSFFC may make adjustments to its guidelines and application forms from time to time as required.
3. Submissions will be judged on the following criteria:
 - Financial feasibility of production and distribution plan.
 - Overall quality and creativity of the script or treatment submitted.
 - Potential appeal to a student audience.
 - Uniqueness among all projects currently seeking funding.
 - Amount requested by other projects currently seeking funding.
4. Submitted budgets may be reviewed and revised by the BSFFC and returned to the filmmaker for approval if savings can be found using existing BrockTV assets.



BROCKTV STUDENT FILM FUND APPLICATION & AGREEMENT

THIS AGREEMENT (the "Agreement") is made this ____ day of _____, 20__ (the "Effective Date") between:

The BrockTV Student Film Fund Committee

(A Committee of Brock University Student's Union Inc. "BUSU")

AND

("the Filmmaker")

Print Name: _____ Student #: _____ Tel: _____

Preferred Email: _____ Alternate Email: _____

A Permanent Family Address: _____

School Year Address: _____

The party agrees as follows:

1. Engagement

1.1 The BSFFC hereby engages the Filmmaker to complete the project tentatively entitled _____, herein after known as the "Work".

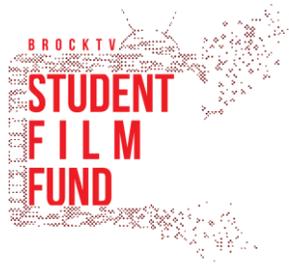
1.2 The start date for the project as determined by the filmmaker and the BSFFC will be _____

The completion date for the project, as determined by the filmmaker and the BSFFC, will be _____

A period of one year is the suggested production timeframe, with graduating applicants required to finish their film no later than December 31 of their graduation year.

1.3 The Filmmaker shall be scheduled to hold Review Meetings with a member of the BSFFC. These meetings will cover itemized financial record keeping and current production progress and will take place a minimum of once during each of the following periods:

- development
- pre-production
- production
- post-production



1.4 The Filmmaker is a Brock University undergraduate student currently enrolled in a minimum of 0.5 credits at the time of application.

2. Grant of Rights

2.1 The Filmmaker hereby grants to the BSFFC the irrevocable right to use the Filmmaker's biography, name and likeness in connection with promotion, publicity, advertising, and exploitation of the Work. All foregoing rights shall be granted to BrockTV.ca for all media, where now known or hereafter devised, as it may choose, except where violating legislative and statutory laws of Canada.

2.2 No waiver by either party of any provision of this Agreement or of any breach of this Agreement shall be a continuing waiver or be effective unless given in writing.

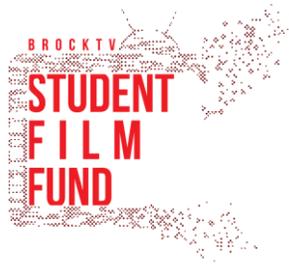
2.3 The BSFFC shall hold 50% interest in the project until completion and final committee approval of the film, at which time the BSFFC shall release 100% of the film and all rights to the filmmaker.

3. Representations and Warranties

3.1 The Filmmaker represents and warrants that:

- a) Any of the materials provided or delivered by the filmmaker in connection with the Work shall be wholly original or the Filmmaker shall provide the appropriate documentation proving ownership of the rights for use in the Work.
- b) The Filmmaker shall not enter into any agreement, obligation or commitment, written or oral, nor pay or pledge the credit or capital of the BSFFC to any purchase or rental unless with the BSFFC's prior written consent in each instance;
- c) Except as otherwise acknowledged herein, the Filmmaker is under no obligation or disability, created by law or otherwise, which would in any manner or to any extent prevent or restrict the Filmmaker from entering into and fully performing this Agreement;
- e) The Filmmaker is skilled in the services required in completing the Work, to be provided hereunder, and can supply to the BSFFC those skills, judgment and experience such that BSFFC will not be required to exercise detailed control over the manner, and in which the Filmmaker provides said services and materials for which the BSFFC has funded; and
- f) The Filmmaker shall keep confidential all Confidential Information concerning the business and products of BrockTV, the BSFFC, and BUSU. Nothing herein shall be construed as giving the recipient of confidential information and right, title, interest in or ownership of the confidential information provided to them.

3.2 The Filmmaker shall indemnify and release BrockTV, BSFFC, Brock University Student's Union, Brock University and their principals, officers, directors and/or employees harmless from and against any claims, liabilities, demands, actions or causes of action for any injuries, harm, loss, misuse, fraud,



negligence, inconvenience or damages howsoever suffered arising from participation in any filming, meeting, or other such event within the absolute scope of the Work. In any serious incident of misuse, fraud or negligence, the Filmmaker understands that as a division of Brock University Student's Union, the incident must be handled by the Student's Union and may result in a seizure of any or all BSFF Funding.

3.3 The Filmmaker hereby understands that any and all equipment will not be considered out of their liability until the BSFFC verifies the equipment is accounted for and is in good condition.

3.4 Any major purchase of production equipment for the project remains the sole property of BrockTV once the project is completed and must be handed back to a designated BrockTV member.

3.5 Both partners agree on any and all human and technical resources provided by BrockTV, as well as the marketing strategy and the cost associated with said resources if applicable.

3.6 BSFF funds shall not be used as honorarium, payment, or reimbursement to the applicant or producers of the film. Professional third-party services and professional actors may be paid using BSFF funds with pre-approval from the BSFFC before said services are retained.

4. Default

4.1 The parties agree that in the event of any impediment to the Filmmaker's project, in which the project can no longer be completed, that a statement of "Default" will be applied to this contract and the filmmaker agrees to hand over all production assets and any remaining funds to BrockTV. Or, the BSFFC may provide a reasonable extension to the completion date of the project at its discretion.

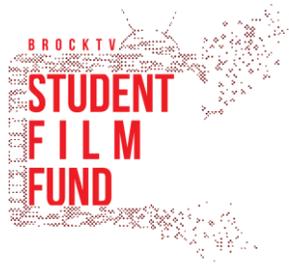
5. Test Screenings

5.1 Once the Filmmaker has completed the post production process, the Work will be screened for the BSFFC. The BSFFC reserves the right to request edits to the opening and closing credits, as well as the film itself, if the current state of the film does not reflect the spirit of the film as it was originally agreed upon by the Filmmaker and the BSFFC.

6. Timing of Funds

The schedule for funding once approved by the BSFFC will be as follows:

- Pre-Production Payment: 50% upon the approval of a sufficiently detailed budget and production schedule.
- Production Payment: 25% upon completion of shooting.
- Post-Production Payment: 25% upon completion of entire project.



7. Distribution and Credits

7.1 Upon completion of the film, the Filmmaker must enter the work into a minimum of three (3) film festivals, two (2) of which must be festivals situated in Canada. Submissions must take place within twelve (12) months of film completion.

7.2 All related fees for festival entry must be included in the original budget submitted to the BSFFC.

7.3 BrockTV.ca reserves the right to screen the film at the RenderThis film festival at their discretion.

7.4 The BrockTV Student Film Fund shall be credited by name in the opening credits as “**Executive Producer: BrockTV Student Film Fund**” or “**In association with BrockTV Student Film Fund**”. Closing credits are to also include the **BrockTV Student Film Fund** and its **official logo**.

ADDITIONAL DOCUMENTS TO INCLUDE WITH YOUR APPLICATION:

1. Script or treatment

- Narrative project: Proper full screenplay format in .doc or .pdf file format.
- For documentaries and other non-narrative projects, please submit a 1-3 page treatment outlining the premise and theme of the film, who will be interviewed, locations to be used, etc.

2. Itemized budget for requested amount

- Detailed quotes for all professional services to be contracted.
- Detailed pricing of all planned purchases and expenses including film fest submission costs (request a budget template).

3. Shooting schedule

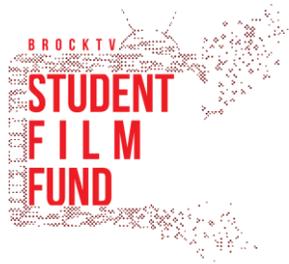
- Detailed plans of date, time, and location where film will be shot.

4. Cast and crew list

- Please include Brock University/Niagara College student numbers for all students on crew.

5. Distribution plans

- Submission date and anticipated cost of film festival submissions (3 minimum, 2 must be Canadian).



SUBMISSION DEADLINE: See BrockTV.ca website

Hand in all submission materials to the BrockTV.ca office (Student-Alumni Centre, main floor). For more information, contact Executive Director (ed@brocktv.ca), the Administrative Coordinator (admin@brocktv.ca) or 905-688-5550 x 3499).

BE IT RESOLVED THAT the parties have caused this Agreement to be executed as of the Effective Date first written.

Applicants Signature Applicants Printed Name Date

AND

BROCK UNIVERSITY STUDENTS' UNION

Brock University Students' Union President

Brock University Students' Union General Manager

BrockTV.ca Executive Director