

the Stranger | **the Portland MERCURY**

INDEX NEWSPAPERS LLC
REGIONAL HEADQUARTERS:

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www.thestranger.com / www.portlandmercury.com

1. The undersigned (“Entrant”) has entered his or her film identified below (“Film”) in The Stranger's HUMP!. 2. In order to consider further the Film, Index Newspapers LLC, dba The Stranger (“The Stranger”) requires that the Entrant sign and deliver this License, Release and Agreement, including the accompanying releases for all persons who are depicted in the Film. Entrant understands that it has the right to withdraw the Film from the Contest in the alternative to executing this License, Release and Agreement. 3. The Entrant hereby grants to The Stranger, for no further royalty or other compensation, a nonexclusive license to screen the Film at one or more public screenings at any time in connection with the Contest (b) identifying the Film or the Entrant, on The Stranger’s website (or publishing a link to other web sites), in print or print advertising, alone or together with works by other artists, and (c) otherwise doing such things as The Stranger, or any of its sublicensees, successors or assigns, in its discretion deems necessary or useful for its own purposes in connection with the Contest. Upon conclusion of the Contest, The Stranger will use diligent efforts to return the Film to the Entrant, if the Entrant has requested The Stranger to do so before the conclusion of the Contest. If no such request has been received by The Stranger before the conclusion of the Contest, The Stranger intends to destroy the Film and will use diligent efforts to do so. However, in the absence of its willful misconduct, The Stranger shall have no liability to Entrant for failing to comply with Entrant’s request to return the Film or failing to destroy the Film if no such request is received, even if the result is dissemination or disclosure of the Film to others. 4. Nothing in this License, Release and Agreement is intended to limit the rights of Entrant or any other person or entity to do any of the things licensed hereunder, the rights granted hereunder being non-exclusive. 5. The Entrant represents and warrants to The Stranger that the Entrant is the sole owner of all rights to the Film, has full power and authority to enter into this License, Release and Agreement without the consent of any other person, and that neither the Film nor any exercise of the rights granted by this License violates nor will violate the rights of any person, including without limitation the actors and other participants in the Film, and other persons with interests in the subject matter, source material, presentation or ownership of the Film. The Entrant also represents and warrants to The Stranger that the attached releases cover all “performers” in the Film, as defined by 18 USC 2257. The Entrant shall defend and indemnify The Stranger from and against any and all claims, loss, cost, damage, liability and expense (including attorneys’ fees) whatsoever that may be incurred by The Stranger as a result of the untruth of this representation and

warranty. 6. The Entrant shall be responsible for complying with all requirements of 18 USC 2257, relating to record keeping concerning the identity and date of birth of all performers. The Entrant represents, warrants and agrees that the Entrant is familiar with all these requirements and will comply with them. Acceptance or screening by The Stranger of the Film shall not relieve the Entrant from this obligation or constitute any warranty by The Stranger that these requirements have been complied with or any assumption by The Stranger of any responsibility for these requirements. 7. Nothing in this License, Release and Agreement constitutes a guaranty that the Film will win the Contest or any award in the Contest or that it will be screened, exhibited or publicized at any time. The Stranger will announce a policy at any public screening of the Film that unauthorized taping or recording of any portion of the Film is prohibited. However, The Stranger assumes no other responsibility to prevent unauthorized taping or recording. 8. This is the sole agreement between Entrant and The Stranger concerning the Film and the Contest, and supersedes any and all prior advertising, agreements, entry forms, correspondence or other communications or understandings between the parties.

EXECUTED on _____, 2006.

INDEX NEWSPAPERS LLC

Name

Signature

Name of Film