

BASIC USE AGREEMENT

AGREEMENT (“Agreement”) by and between _____ (“Producer”) and Red Earth City Pty Ltd, T/as Burning Seed (“Burning Seed”).

NOW, THEREFORE, the parties hereto agree as follows:

1. Identification of Producer.

The Producer represents that the following is the full name, address and other identifying information for the Producer:

Name:

Company Name:

Address:

State: Postcode:

Phone:

Email:

2. Identification of Project.

Producer represents that she/he desires to take still photographs (the “Project”) at the 2016 Burning Seed event (the “Event”) for use in the following manner:

Type of project:

Description of project:

Use/distribution of project:

[Under “description,” describe the Project with particularity: e.g., photographs for gallery display; or, photographs for use in a magazine article about art cars.]

3. Representations regarding Affiliations.

a. Producer represents that she/he is acting on her/his own behalf, and has no affiliation with any other person or entity concerning the Project, and that she/he has not consulted or communicated with any other person or entity concerning the Project or concerning the possibility of using, disseminating or displaying the Project or any images obtained by Producer at the Event, except for those persons or entities described in sub paragraphs (b) and (c).

b. Producer represents that she/he is acting with or on behalf of the following persons or entities:

c. Producer represents that she/he has communicated with the following persons or entities concerning the possibility of those or other persons or entities using, disseminating or displaying the Project or any images obtained by Producer at the Event:

4. Equipment for Project.

Producer represents that she/he will be bringing a total of no more than _____ video, or motion picture cameras, still cameras, digital cameras or any other image capture mechanism into the Event and on the Property.

5. Delivery of footage to Burning Seed.

Producer shall, within 90 days from the end of the Event, provide a copy of any raw footage, including without limitation all inner-circle photographs of the burning of the Effigy; and, in the event the Project requires post production work, immediately upon its completion provide a copy of all still photographs obtained at the Event to Burning Seed for placement in the Burning Seed archive, with a minimum of forty images to be provided to Burning Seed. Producer grants to Burning Seed an irrevocable royalty-free worldwide license to display such images or photographs at Burning Seed art shows, in the Burning Seed newsletter or other brochures or mailings, at special Burning Seed events, for use in a film or video created by or on behalf of Burning Seed; in presentations or at conferences; and on websites concerning Burning Seed.

6. Licenses to record images.

Upon execution of this Agreement by Producer and without execution of this Agreement by Burning Seed, Burning Seed grants the Producer a license to record images reasonably necessary for the Project. **The license granted under this Paragraph does not authorize any use to be made of the images recorded at the Event.**

7. License for use of images.

Upon execution of this Agreement by Burning Seed, Burning Seed grants Producer a license only to display and sell the still photographs of images obtained at the Event at gallery shows and in editorial projects concerning the Event, except as provided in subparagraph (b). In particular, without limitation, no images obtained at the Event shall be used for any commercial endorsement, on the Internet, in any book, on any greeting

card or poster, or provided to any stock agency, unless Burning Seed has previously provided written consent for such specific use in subparagraph (b), which consent may be withheld for any reason whatsoever without Burning Seed's sole discretion. The license granted in this Paragraph is limited to a Project that comports with the description of the Project in Paragraph 2, and no other use may be made of the footage obtained at the Event. **Unless and until this Agreement is executed by Burning Seed, Producer agrees that Producer shall make no use of images or sounds obtained at the Event.**

8. Consideration.

In consideration of the licenses granted in this Agreement, Producer agrees to pay Burning Seed compensation of 10% of any gross revenues obtained as a result of a licensed use of the Project.

9. Representations and Compliance with Guidelines.

Producer represents and warrants that:

(1) she/he has read the Rights and Responsibilities Guidelines for Media/Participants (the "Guidelines"), and agrees to fully comply with these Guidelines, which are incorporated by reference and made a part of this Agreement;

(2) Producer will not interfere with the personal experiences of others at the Event, and that she/he will record only actual events as they transpire, and will cease filming or photographing immediately of any participant, artwork or performance if requested to by the participant or artist;

(3) prior to any use of any images or recording obtained at the Event, Producer will obtain written permissions from any individual whose image or voice is utilized in the Project authorizing the use of such image or voice; and

(4) no use will be made of any images obtained at the Event, except as may be licensed by Burning Seed pursuant to this Agreement. Failure to comply with the Guidelines is grounds for immediate expulsion from the Event.

10. Entry to Event.

Producer understands that Burning Seed has exclusive control over the Property, and that entrance to the Property is a privilege subject to the terms of this contract, not a right, and that Producer's license to attend the Event may be terminated by Burning Seed for any violation of this Agreement, the Guidelines, or Event policy.

11. Breach of Agreement.

In the event the Producer breaches any terms of this Agreement or the Guidelines, or any representations or warranties in this Agreement (including, without limitation, the representations and warranties in Paragraphs 1, 2, 3, 4 and 9), or the provisions of Paragraph 15, the licenses granted in this Agreement shall be immediately null and void and of no further legal effect, and Producer shall have no further right to make any use of any images or sounds obtained or recorded at the Event.

12. Limitations of types of images.

Producer agrees that the Project will contain no images of sexual activity, the use of drugs or any act that might be considered in violation of criminal laws.

13. Execution of the Agreement.

Upon execution of this Agreement by Producer and without execution of this Agreement by Burning Seed, Burning Seed grants Producer the license described in Paragraph 6 to use recording equipment at the Event, and Producer agrees that Producer shall be bound by all paragraphs of this Agreement. Producer shall have no license under Paragraph 7 for any use of images recorded at the Event, and Producer shall make no use of images recorded at the Event, unless and until the Agreement is executed on behalf of Burning Seed by Philip Smart, Director of Red Earth City.

14. No assignment, sublicensing or unauthorized use.

Producer may not assign this Agreement or any licenses granted to Producer under this Agreement, nor grant any sublicenses concerning any licenses granted to Producer under this Agreement, except with the prior written consent of Burning Seed, which consent may be withheld for any reason whatsoever within Burning Seed's sole discretion. Any attempted assignment and/or sublicense without Burning Seed's prior written consent shall be void and shall transfer no rights to the purported assignee/sublicensee. I assign to Burning Seed a joint ownership in the copyright for images obtained at the event so that in the event any third party displays or disseminates any of my images, footage, or Photographs in a manner not authorized by this agreement, including any unapproved assignment or sublicensing, Burning Seed can enforce against the third party any restrictions concerning use of the images, and I appoint Burning Seed as my attorney-in-fact to execute any documents necessary to effectuate such assignment. Burning Seed agrees that it will not utilize this joint ownership to enter into any licensing agreements for the images, footage, or Production.

15. Arbitration.

Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in Sydney, NSW, before a single arbitrator in accordance with the commercial arbitration rules of the NSW Courts and Tribunals Services, and judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction; provided, however, that Burning Seed has the option to not utilize arbitration, and instead to institute litigation against Producer, and Producer agrees to submit to the jurisdiction of the state or federal courts in Sydney, NSW, and that venue for any such litigation shall be Sydney, NSW.

16. Governing Law and Integration.

This is a fully integrated Agreement, made and entered into in the State of NSW and shall in all respects be interpreted, enforced and governed under the laws of NSW, except that parole evidence shall not be admissible to interpret, vary or modify any of the terms of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of

the parties. This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties with regard to the subject matter hereof are contained herein, and the documents referred to herein or implementing the provisions hereof. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by either party to the other with respect to the subject matter of the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter hereof are waived, merged herein and superseded hereby.

17. Severability.

Should any covenant, condition or other provision contained herein be held invalid, void or illegal by any court of competent jurisdiction, it shall be deemed severable from the remainder of the Agreement and shall in no way effect, impair or invalidate any other covenant, condition or other provision herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, it shall be deemed valid to the extent of the scope or breadth permitted by law.

18. Notices.

All notices, requests, demands and other communications under the Agreement shall be in writing and by personal delivery or overnight courier, and shall be deemed having been duly given on the date of receipt. Notices shall be addressed as follows:

To Burning Seed:

Philip Smart, Director of Red Earth City
47 Braye St, Mayfield NSW 2304

To Producer:

To address in Paragraph 1

19. Release and indemnification.

Producer, for her/himself and on behalf of her/his respective heirs, successors and assigns, fully and forever releases and discharges Burning Seed and its successors, agents, employees, insurers and representatives, of and from any and all liability, claims, demands, damages, punitive damages, disputes, suits, actions, claims for relief and causes of action, arising out of or relating to Producer's attendance at the Event or Producer's actions concerning the Project. Producer agrees to indemnify, defend and hold harmless Burning Seed and its successors, agents, employees, officers, insurers and representatives, from and against any and all liability, claims, demands, damages, punitive damages, disputes, suits, actions, claims for relief and causes of action, losses, liabilities, costs and expenses (including costs, reasonable attorney's fees and reasonable investigative costs) arising out of or relating to the Project and/or Producer's actions concerning the Project, or in connection with any suit, demand or action by any third party arising out of or resulting from the Project and/or Producer's actions concerning the

Project or Producer's attendance at the Event.

20. Miscellaneous.

This Agreement cannot be amended, altered, modified, waived or superseded, in the whole or in part, except by a written agreement so stating which is signed by all parties to this Agreement. No delay or omissions on the part of any party to this Agreement shall operate as a waiver of any such right or any other right. Waiver of any one breach of any provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. Section headings are for convenience only and are not part of the Agreement. Producer, if she/he executes this Agreement on behalf of any other party to the Agreement, represents and warrants that she/he has been duly authorized by such party to execute the Agreement. In the event legal action is instituted by either party to enforce the terms and conditions of this Agreement, the party prevailing in any such action shall be entitled to recover all reasonable attorneys' fees and costs incurred by such party in such action.

IN WITNESS WHEREOF, the parties have executed this Agreement in counterparts, to be effective on the last date executed below.

Dated: _____, 2016

Dated: _____, 2016

Dated: _____, 2016

Producer: _____

By: _____

Producer: _____

By: _____

Red Earth City Pty Ltd T/as BURNING SEED

By: _____ Philip Smart

Director of Red Earth City Pty Ltd

NOTE: Producer's signature binds Producer to all provisions of this Agreement. Producer has no license to make any use of images or sounds recorded at the Event until this Agreement is executed on behalf of Burning Seed. See Paragraphs 7 and 13.