

**DEL MAR TELEVISION FOUNDATION
GRANT PROGRAM AGREEMENT**

Grant Recipient.....

Date Executed:

Dollar Amount Awarded \$.....

Grant Expiration Date.....

Program Title.....

AN AGREEMENT, between the undersigned ("Grantee") and the Del Mar Television Foundation ("DMTF")

Grantee hereby agrees to produce a videotape program(s) in accordance with the provisions set forth in the Grant Program Application Packet and the Grantee's Grant Proposal, all incorporated herein by reference. Grantee agrees to notify the DMTF designated representative of any changes to the Grantee's proposal.

The Parties further agree to the following terms and conditions:

1. **USE OF COPYRIGHTED MATERIALS** - Grantee agrees to procure all necessary licenses and clearances, and to make timely payment of any applicable fees for any copyrighted, trademarked or otherwise protected intellectual property used in the production. Grantee agrees to indemnify and hold the DMTF harmless in any legal action arising from grantee's failure to procure such licenses or clearances, or failure to pay such fees.
2. **TALENT RELEASE** - Grantee agrees to procure and maintain all information pertaining to talent releases for the production provided by the grant. (see DMTF Release Form). Grantee agrees to indemnify and hold the DMTF harmless in any legal action arising from grantee's failure to procure adequate Talent releases.
3. **PAYMENT(S)** - The DMTF agrees to pay the Grantee the dollar amount of the grant when the edited version of the program has been given to the DMTV station operator, a cablecast time has been assigned and a signed off by the DMTV station operator has been completed. (see DMTF – Form attached).

Payment will be made when this form is submitted to the DMTF Treasurer.

4. **GRANT EXPIRATION DATE** - The completed production must be cablecast, on DMTV, no later than six (6) months from the execution date of this document, or the grant will be canceled and no payment made.
5. **INCOME EARNED FROM THE PROJECT (ROYALTY)** - All income earned by Grantee from the project shall accrue to the Grantee with the following provisions:
 - Grantee shall pay to the DMTF one half (1/2) of the net profits earned from the project.
 - These payments, along with a written accounting of their basis, are due and payable no later than thirty days from March 31, June 30, September 30 and December 31 of each year for the quarter ending on each date.

These payments shall continue as long as profits are being made, or until a written agreement with DMTF is executed changing the royalty arrangement.

6. PUBLICATION AND ACKNOWLEDGMENT OF DMTF AWARD FUNDS - Any tangible result of project activity (productions, displays, exhibits, films, tapes, etc.) must bear an acknowledgment of support by the Del Mar Television Foundation. The acknowledgment should read:

This program was funded [in part] by an Award from the Del Mar Television Foundation

7. ACCESS BY THE DMTF TO PRODUCED MATERIALS - The DMTF and Grantee agree to the following:

(A) The ownership and copyright of all produced materials are held equally by the DMTF and the Grantee.

(B) The DMTF reserves the non-exclusive license to use, reproduce, edit, adapt and distribute to any entity without payment to recipient, any produced materials including copyrighted materials, which make up the completed production.

8. TRANSFER OF COPYRIGHT OR OWNERSHIP - Should Grantee decide to sell copies of its program, or any of the rights to the program, Grantee shall notify the DMTF within thirty (30) days of the date of the sale or transfer. Grantee agrees to provide copies of all transfer documents to the DMTF within thirty (30)days of the transfer.

In the event that Grantee transfers any copyright, ownership, or distribution rights in the produced materials, Grantee agrees to take any action necessary to ensure that the DMTF remains fully able to freely exercise all rights reserved under this Agreement.

9. RELEASE FROM LIABILITY -

(A) Under no circumstances shall the DMTF, its officers, directors, employees, contractors and licensees be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from Grantee's participation in the Grant Program.

(B) Grantee assumes full responsibility for all content of the project videotape and related materials and assumes all liability for harm caused by any reliance on or use of inaccurate or misleading content or information contained therein.

10. HOLD HARMLESS - Grantee agrees to defend, indemnify, and hold the DMTF and its officers, directors, employees, contractors and licensees harmless from any and all liabilities, costs and expenses, including reasonable attorney's fees, related to Grantee's failure to comply with the terms and conditions of this agreement.

The undersigned has read and understands all of the terms and conditions in this Agreement, and hereby promises to fully comply with each and every such term and condition.

Signature of Producer

Date

Print Name

Authorizing DMTF Signature

Date

Treasurer

Del Mar Television Foundation

204 10th Street
Del Mar, California 92014
DMTV3 (858) 481 2882 FAX(858) 481 2104

Memo to DMTF Grantees

Subject: Receiving Grant Fund

In order for funds to be released for your DMTF production you must submit the following:

A listing of the date and airtime of the 1st time that the program will air on DMTV. You can pick-up a "Request for Airtime" from the station in order to secure the airtimes.

Make sure the Del Mar Television Foundation is credited for your grant at the beginning and end of your program; “ This program was funded [in part] by the Del Mar Television Foundation”.

Attach a copy of your grant approval letter, or grant program agreement. Grants are valid for six months from the date of the approval, after that, the grant, will be canceled and partial work will not be funded.

One VHS copy of your completed program for DMTF library--to be kept at the station and can be checked out.

When you have completed the above items, turn them into the Del Mar Television Station staff person for verification. They will forward the form to DMTF for payment. Be sure to write your name, address, and the amount that was funded by DMTF.

Date_____

Program Title_____ **Running Time**_____

Producer_____ **Date of Grant**_____

Address_____ **City**_____ **ST**____ **ZIP**_____

Phone Number **Work**_____ **Home**_____

Listing of 1st air time_____

Funding Amount_____

Verified by_____