

# OUTSIDE IN FILMS & STEPHEN VAN VUUREN

4836-D Tower Road. Greensboro, NC 27410  
office 336.202.4777

## VIRTUAL EXTRAS TALENT AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year) by and between Stephen van Vuuren & Outside In Films (hereinafter referred to as "Company" and \_\_\_\_\_ (hereinafter referred to as "Talent").

### BACKGROUND

Company is in the business of developing, producing and marketing motion pictures. Company's current project, "Outside In" is in production from 7/1/2004. Talent volunteered, was cast, and accepted a role as a virtual extra in "Outside In".

Company is creating a film utilizing tens of thousands or more of still photographs for us in "Outside In". Company anticipates that the film may be distributed in locales around the world. Talent has, and is willing to, give full use of their images submitted via the "Outside In" "Virtual Extras Candle to the Sky" program.

### I. TERM

- A. This Agreement is in effect from at 7/1/2004.
  - 1. Talent agrees that the images submitted are without copyright or other restriction and may be used, altered and deployed in the motion picture "Outside In" as well as any promotional materials for the film project, the Company or their parties, principles or contracted agents.
  - 2. Talent agrees that the images submitted are donations given without limitation of use in support of the motion picture and waives all rights limitation on their usage in perpetuity.

### II. COMPENSATION

- A. It is agreed that Talent will receive no compensation at the time of the signing of this Agreement nor at any point in the future release of the film "Outside In" or derivative works, promotional materials thereof.
  - 1. It is understood that Company is not guaranteed to realize profits from this production, exhibition, distribution, rental, lease or sale of "Outside In". Should Company realize profits, which exceed the cost of production and distribution, however, Talent shall not be entitled to compensation in any amount in perpetuity.

### III. RIGHTS AND OBLIGATIONS

- A. Company shall provide Talent with full details of the use of the images in the film as well as all relevant details of release of the film project "Outside In".
- B. Talent shall insure the submitted images are obtained legally, are without copyright restriction and informed the Company of any liabilities whatsoever in the submitted images.
  - 1. Talent agrees they are over 18 and voluntarily agreed to these images for the film "Outside In" and understands their use. If under 18, their parent or legal guardian must sign this agreement.
  - 2. Talent understands that any liabilities or violations contained in the images are their sole responsibility and not of the Company.
  - 3. Talent shall notify Company immediately should new information arising after signing this agreement and/or submitting the images of any information that may affect the legal or copyright standing of the images.

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**IV. UNIQUENESS**

A. It is understood that Talent has been selected to play the character assigned due to Talent’s uniqueness; hence, another cannot substitute his/her performance.

**V. LIKENESS**

A. Talent grants to Company the right to use his/her name, likeness, voice and biographical information for production, promotional, publicity and advertising purposes.

1. Talent understands that all materials subject to this section are the property of Company.

2. If applicable, Talent’s screen credit shall read as follows:

\_\_\_\_\_.

**VI. JURISDICTION**

A. This Agreement is entered into and is to be governed and construed under the laws of the State of North Carolina in the country of the United States. The courts of the State of North Carolina and the country of the United States shall have exclusive jurisdiction over any claims arising out of this Agreement.

**VII. ENTIRETY**

A. This is the entire understanding of the parties. This Agreement shall not be amended, in part or in full, in any way except by in writing signed by the parties to this Agreement and specifically referring hereto.

SIGNED:

\_\_\_\_\_ Talent

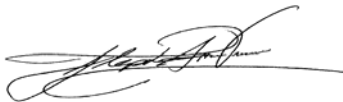
\_\_\_\_\_ Witness or Parent (legal guardian)

\_\_\_\_\_ Date of Birth

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Full Name, Address, email and area code phone number(s)

SIGNED



Production Company Agent  
Outside In Films

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## VIRTUAL EXTRAS PHOTOGRAPHER AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_ (year) by and between Stephen van Vuuren & Outside In Films (hereinafter referred to as "Company" and \_\_\_\_\_ (hereinafter referred to as "Photographer").

### BACKGROUND

Company is in the business of developing, producing and marketing motion pictures. Company's current project, "Outside In" is in production from 7/1/2004. Photographer volunteered accepted a role as a virtual extra photographer in "Outside In".

Company is creating a film utilizing tens of thousands or more of still photographs for us in "Outside In". Company anticipates that the film may be distributed in locales around the world. Photographer has, and is willing to, give full use of their images submitted via the "Outside In" "Virtual Extras Candle to the Sky" program.

### I. TERM

- A. This Agreement is in effect from at 7/1/2004.
1. Photographer agrees that the images submitted are without copyright or other restriction and may be used, altered and deployed in the motion picture "Outside In" as well as any promotional materials for the film project, the Company or their parties, principles or contracted agents.
  2. Photographer agrees that the images submitted are donations given without limitation of use in support of the motion picture and waives all rights limitation on their usage in perpetuity.

### II. COMPENSATION

- A. It is agreed that Photographer will receive no compensation at the time of the signing of this Agreement nor at any point in the future release of the film "Outside In" or derivative works, promotional materials thereof.
2. It is understood that Company is not guaranteed to realize profits from this production, exhibition, distribution, rental, lease or sale of "Outside In". Should Company realize profits, which exceed the cost of production and distribution, however, Photographer shall not be entitled to compensation in any amount in perpetuity.

### III. RIGHTS AND OBLIGATIONS

- A. Company shall provide Photographer with full details of the use of the images in the film as well as all relevant details of release of the film project "Outside In".
- B. Photographer shall insure the submitted images are obtained legally, are without copyright restriction and informed the Company of any liabilities whatsoever in the submitted images.
1. Photographer agrees they are over 18 and voluntarily agreed to these images for the film "Outside In" and understands their use. If under 18, their parent or legal guardian must sign this agreement.
  2. Photographer understands that any liabilities or violations contained in the images are their sole responsibility and not of the Company.
  3. Photographer shall notify Company immediately should new information arising after signing this agreement and/or submitting the images of any information that may affect the legal or copyright standing of the images.

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## IV. LIKENESS & WORK

A. Photographer grants to Company the right to use his/her name, likeness, voice and biographical information for production, promotional, publicity and advertising purposes.

1. Photographer understands that all materials subject to this section are the property of Company.

2. If applicable, Photographer's screen credit shall read as follows:

\_\_\_\_\_.

## V. JURISDICTION

A. This Agreement is entered into and is to be governed and construed under the laws of the State of North Carolina in the country of the United States. The courts of the State of North Carolina and the country of the United States shall have exclusive jurisdiction over any claims arising out of this Agreement.

## VI. ENTIRETY

A. This is the entire understanding of the parties. This Agreement shall not be amended, in part or in full, in any way except by in writing signed by the parties to this Agreement and specifically referring hereto.

SIGNED:

\_\_\_\_\_  
Photographer

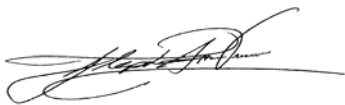
\_\_\_\_\_  
Witness or Parent (legal guardian)

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Full Name, Address, email and area code phone number(s)

SIGNED



Production Company Agent  
Outside In Films