

Filming Release and License Agreement (“Agreement”)

1. Right to Film: For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, : _____ **[insert name of charity]** (“Owner”) hereby gives : _____ **[insert employee name]** (“Director”), the right and permission to enter upon and use that certain real property located at: _____ **[insert property address]** (the “Property”), and to bring all necessary personnel (if any) and equipment onto the Property on _____ **[insert date]**, for the purpose of videotaping, photographing and/or making sound recordings (“Filming”) for use in a program entitled _____ (“Program”), which Director intends to create, edit and submit for a employee video contest that is being sponsored by Gap Inc. and its subsidiaries (“Gap”). Director will follow the reasonable directions of Owner personnel, remove all equipment upon completion of the Filming, and leave the Property in the same condition as existed when entered upon by Director, reasonable wear and tear excepted.

2. Licenses/Limitations: For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner also gives Director and Gap the right and permission to use the _____ **[insert name of charity]** name, trademarks, logos and/or related intellectual property (“Owner Marks”), for purposes of the Program in any manner or media, anywhere in the world, any number of times for any period of time for whatever purpose Director or Gap may choose. Owner further gives Director and Gap the right and permission to use, publish, republish and/or copyright the video footage, photography and/or sound recordings of the Property taken during Filming (collectively “Materials”) in and through any media or medium (whether known or unknown), including without limitation on the internet and any other digital, multimedia or electronic media. Owner waives any right to approve any use of the Materials. Owner recognizes that Director retains all artistic and creative control in connection with the Program, and that Director or Gap, in their sole discretion, may film or edit the Program in such a way that the Property and/or the Owner Marks do not appear readily recognizable in the aired Program. All rights of every kind and nature whatsoever in and to the Program and the Materials made in connection with use of the Property by Director shall be and remain the sole and exclusive property of Director and/or Gap, including, without limitation, the perpetual and irrevocable right and license to use and re-use said Materials in connection the Program and in connection with exhibiting and exploiting the Program, in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe, provided such use is not disparaging of nor defamatory to Owner in any way. Notwithstanding the foregoing, Director and Gap acknowledge that Owner owns all rights as in and to the Owner Marks, and agrees that it will not in any way dispute or do anything to impair the validity of Owner’s rights in the Owner Marks or Owner’s sole ownership and right to use and control the use of the Owner Marks. Owner confirms that it has the full right and authority to grant the rights herein, that no other permissions, licenses, consents or agreements are needed from any third party, and that the rights granted herein will not infringe or violate any proprietary rights of any person or entity. In the event that Director or Gap wish to use the Materials for purposes unrelated to the advertising, promoting and conducting the Program, or to include Owner in any press release or otherwise use the Owner name, Director will obtain Owner’s prior written permission.

3. Miscellaneous: This Agreement is the entire agreement of the parties and shall replace and supersede all prior arrangements, either oral or written, as to the subject matter hereof. This Agreement shall inure to the benefit of and be binding upon each party’s respective successors, licensees and assignees. This Agreement shall be interpreted and construed in accordance with the laws of the State of California, USA, except where prohibited by law.

ACCEPTED AND AGREED TO:

OWNER

Print Name _____

Title _____

Date _____