



INDEMNIFICATION AGREEMENT FOR RAW FOOTAGE

Recipient agrees as follows:

- It is the responsibility of The Recipient, and not The Town of Groton, to obtain all required consent and releases necessary to use the footage. If music is included in the Footage, it is the responsibility of The Recipient to obtain music synchronization and performing rights licenses from the owners and composers of the music. In the event of a claim by any of these parties or individuals, The Recipient shall be responsible for making payments directly to the claimant.
- The Town of Groton warrants its right to license the Footage subject to the provisions of Paragraph 3 above and makes no other warranties whatsoever. The Recipient waives all other warranties, implied or express. The Town of Groton is not liable for any claims, suits, damages, or expenses arising in connection with use of the Footage including without limitation direct, indirect, special, or consequential damages.
- The Recipient assumes full responsibility for the use of the Footage. Licensee hereby indemnifies and holds harmless The Town of Groton (including its licensors, officers, directors, employees, and agents) against any and all claims, lawsuits, demands, damages, loss, liability, or expenses (including attorney's reasonable fees) arising out of The Recipient's use of the Footage or use of any material or assurance provided by Licensee.
- The Recipient shall be liable to The Town of Groton for all damage resulting from The Recipient's failure to utilize an effective copyright notice.
- In the event of any dispute arising hereunder, this agreement shall be governed under the laws and in the state and federal courts of the Commonwealth of Massachusetts. The Recipient waives any objections to the personal jurisdiction of venue of such courts.
- The parties to this agreement are independent contractors with respect to each other, and nothing in this agreement shall create any association between the parties. This Agreement is signed as a sealed instrument.
- The Recipient warrants that they are authorized to enter into this agreement.

ACCEPTED AND AGREED TO:

Recipient of Raw Footage _____

Title _____ Date _____

Title _____ Date _____