

Terms and Conditions:

1. A creative "work" (digital video or film production) is being submitted and I am requesting that the County of Huntingdon, PA, (hereafter referred to as the County) and its designate, the PEP Marketing Committee, evaluate it as an entry for its "Show Me the County" contest (hereafter referred to as the "contest"). I understand that the County has no obligation to provide feedback regarding the work. In the event the work earns one of the three available awards, per the terms of the contest, I understand that the County will contact me via email or phone.
2. I understand that the County will refuse to accept or otherwise evaluate said work in the absence of the acceptance by me of each and all of the provisions of this release.
3. I represent and warrant that I am the creator, or one of the creators, of the work submitted with this release; and that I have the exclusive unconditional right and authority to submit said work to the County for review and consideration. I will indemnify and save the County harmless from any and all claims, expenses, losses, or liabilities that may be asserted against or incurred by the County at any time in connection with the said work.
4. The County, PEP, and its partner organizations are given the right to use the entire video or portions thereof for the purpose of promoting Huntingdon County on the World Wide Web and other media without paying royalties to any party involved in the production, or any person(s) shown within.
5. I acknowledge that no fiduciary or confidential conflicting relationship now exists between me and the County and I further acknowledge that no such relationships are established between me and the County by reason of this release, or by reason of my submission to the County of said work.
6. I acknowledge that the County will receive numerous submissions of videos that may be similar to this submission. I understand that I will not be entitled to any compensation because of the use by the County of any such similar material. I acknowledge that the presentation of the work to the County will expose the work to others and that I fully know there is risk in sharing ideas with anyone when soliciting a creative work. I hold the County harmless of any wrongdoing should the County receive a work submission similar to my own, which the County chooses to honor.
7. This release extends to the County, its agents, servants, employees, officers, directors and volunteers including those associated with the company.
8. In the event of any dispute concerning said work or concerning any claim of any kind or nature whatsoever, arising in connection with said work or arising in connection with this Release, such dispute will be submitted to arbitration. Each party hereby waives any and all rights and benefits which he or it may otherwise have or be entitled to under the laws of the Commonwealth of Pennsylvania to litigate any such dispute in court, it being the intentions of the parties to arbitrate all such disputes according to the provisions hereof. Either party may commence arbitration proceedings by giving the other party written notice thereof by registered mail and proceeding thereafter in accordance with the rules and procedures of the American Arbitration Association. The Arbitration shall be conducted in the county of Huntingdon, Commonwealth of Pennsylvania, and shall be governed by and subject to the laws of the Commonwealth of Pennsylvania and the then prevailing rules of the American Arbitration Association. The arbitrators' award shall be final and binding and a judgment upon the award may be enforced by any court of competent jurisdiction.

9. I hereby acknowledge and agree that there are no prior or contemporaneous agreements, oral or otherwise, in effect between the County and me pertaining to said work including, but not limited to, agreements pertaining to the submissions by me of any videos. I further agree that no other obligations exist or shall exist or be deemed to exist unless and until a formal written agreement has been prepared and entered into by the County and me.

10. Should any provision or part of any provisions be void or unenforceable, such provision or part thereof shall be deemed omitted and this Agreement with such provision or part thereof omitted, shall remain in full force and effect. This agreement shall at all times be construed so as to carry out the purposes stated herein.

11. This agreement shall be governed by the laws of the Commonwealth of Pennsylvania applicable to agreements executed and to be fully performed therein.

12. I hereby state that I have read and understand this release and that no oral representations of any kind have been made to me by The County.

13. I understand and represent that my submission of this agreement to the County with all release terms is my legal agreement to all said terms.

I, _____, have reviewed the above listed "Terms of Agreement" and agree to abide by the policies set forth as listed above.

Signature: _____

Date: _____