

## **The Birns & Sawyer / FilAm Creative Camera Package Grant**

For over sixty years, Birns & Sawyer has supported filmmakers from around the world with the latest equipment, products, and service. We are excited to announce the launch of The Birns & Sawyer / FilAm Creative Camera Package Grant in partnership with the FilAm Creative Film Festival. The intent behind this grant is to increase the visibility of Filipino-American filmmakers' work, offer a stage to speak their voice, and explore their identity through cinema. We hope this will encourage a new portrayal of the Filipino experience, break stereotypes, encourage conversation, and portray Filipino culture in a new and bold light.

The program will launch in the Fall of 2023 with the winner announced at the inaugural FilAm Creative Film Festival on November 5, 2023. One winner will be awarded yearly. Previous winners are more than welcome to apply upon completion of their project for the following year. The filmmaker has six (6) months to use the grant. If the grant winner does not claim the prize by six (6) months, the grant is void.

In addition, all finalists will have the ability to test equipment and access educational opportunities at our Los Angeles office.

The program is available to members and non-members of FilAm Creative, and provides for the use of digital camera packages, lenses, and accessories.

In 2020, Birns & Sawyer became an employee-owned company and many of its employees are filmmakers themselves. It's an honor for us to support your project with this filmmaking equipment grant and we look forward to working with you for years to come.

To ask questions or inquire further, please email us at [aspire@birnsandsawyer.com](mailto:aspire@birnsandsawyer.com)

Thank you and good luck!

Birns & Sawyer

## **PROGRAM RULES**

- There is no entry fee to apply for The Grant.
- One member of the above the line team must be a Filipino-American or Filipino descent (Director, Producer, or Writer).
- All projects must be filmed within the United States.
- The winner will have six (6) months to shoot their short film after the date of the announcement, shoot date no later than May 5, 2024. If principal photography has not started by the last date, the grant is void. Extensions will be considered under certain circumstances. The applicant is welcome to reapply the following calendar year.
- A general liability certificate of insurance **IS REQUIRED** to claim the Grant. The winner will be provided with a sample certificate of insurance in the weeks leading up to the shoot. Both Birns & Sawyer and FilAm Creative Inc. must be named as additional insureds and each provided a certificate of insurance.
- Judges' decisions are final.
- The director, producer or writer's previous short film must have played at a film festival.
- Mari Acevedo from Birns & Sawyer will be listed as Executive Producer, in title only, in the opening main titles and end credits.
- Grant winner must screen their final film at the FilAm Creative Film Festival (year of screening will depend upon completion date of the film). Note: FACFF screening does not need to be the world premiere. Grant winner may submit to/premiere at major festivals.
- Grant winner must still sign Birns & Sawyer rental agreement and comply with all standard Birns & Sawyer rental protocols.
- Grant winner must include logos of Birns & Sawyer and FilAm Creative in the opening and/or end credits of the final cut of the film.

## **SCRIPTS GUIDELINES:**

- Scripts must be NO longer than fifteen (15) pages in length.
- Submissions must be in a standard motion picture script format and must be uploaded as a PDF.
- All scripts must also be copyrighted at copyright.gov.
- Each group will submit one script per year. No individual or company may be a part of more than one group. Violation will result in immediate disqualification.
- Scripts will not demean, degrade, or create prejudice towards a specific group, gender, or community. No violence, pornography, insults, or domestic abuse is allowed. If any of these elements are present, the application will be declined. Qualification of scripts will be determined in the sole discretion of Birns & Sawyer and FilAm Creative.
- Scripts will not be returned.
- All scripts must be written in English

**SUBMISSION GUIDELINES:**

- All applicants must review and sign our Grant Submission Agreement prior to submitting their proposal.
- All submission Projects will be submitted via FILM FREEWAY and **at the same time.**
- Incomplete submissions, or projects submitted in any other format such as email, snail mail, or hand delivery will not be accepted.
- All scripts received after the deadline are considered void.

**EQUIPMENT:**

- The Grant is limited to four thousand US dollars (\$4000) worth of camera gear & lenses.
- The Grant does not include grip OR electric rental.
- All equipment requests are subject to availability.
- Depending on the size and nature of the production, the winner may be required to pay an equipment service fee of no more than \$500.00.
- No security deposit will be required for the grant winner. But equipment service fees may apply. A credit card will be required upon rental check-out.

### **How To Apply:**

To be considered, please submit your application via Film Freeway and include the following:

- Signed Submission Agreement
- APPLICANT or APPLICANTS:
  - Applicant(s) contact information: DIRECTOR, PRODUCER & WRITER
  - Director & Producers Reels
  - Email of Team Members
  - Phone number of Team Members

**NOTE: One member must be Filipino-American or Filipino Descent.**

- PROJECT:
  - Project Title
  - Project logline (No more than 3 sentences)
  - Project Website (if applicable)
  - Team or Applicant's statement - "Why this project?"
  - 15 page script (pdf)
- CAMERA & LENS PACKAGE:
  - Desired Camera which including:
    - Alexa Mini
    - Red Komodo/Gemini, or
    - Sony Venice 1 OR 2.
  - Desired Lenses:
    - Vintage or modern

**NOTE: All gear is based on availability**

- BUDGET:
  - Budget Summary
  - Project Budget
  - Project Timeline
  - Distribution Goals
- SUPPLEMENTAL DOCUMENTS:
  - Pitch deck
  - Storyboards
  - Location Photos
  - Webpage of short film
  - Bios of Director, Producer & Writer. No longer than 1 page.

## **Grant Submission Agreement**

This is the submission agreement to submit your short film proposal("Project") to the Birns & Sawyer / FilAm Creative Camera Package Grant ("The Grant") sponsored by FilAm Creative Inc.("FAC") and Birns & Sawyer ("B and S") (collectively "Company") presented by the FilAm Creative Film Festival("FACFF"). The team behind each project must designate who their own applicant(s) will be.

**By signing below, you agree and acknowledge in favor of the Company:**

If there is more than one applicant on a project the words "I" also represents "we."

### **1. Legal Rights to the Project**

I am at least 18 years of age and have the exclusive, unconditional legal right and authority to submit the Project and the accompanying Project to the Company for consideration for the Grant. If requested I will provide chain of title documentation, including US copyright registration of the screenplay, to evidence my, or my team's, authority to submit the Project. If the Project is submitted by more than one person, the word "I" shall be deemed changed to "we," all such persons will sign and acknowledge this submission agreement, and this agreement will be binding jointly and severally upon all the persons so submitting the Project.

### **2. No Confidentiality**

I acknowledge and understand that the Company is not undertaking any confidentiality obligations with respect to the Project by submission of an application for a grant to the Company.

### **3. Request for Review**

I request that the Company view, read and evaluate the Project I submit to decide whether the Company will award the grant at its sole discretion. The information I provide with respect to the Project is true and accurate in all respects. I understand that submission of the Project in no way guarantees that the Company will award the grant, and that the Company has complete discretion to award or decline a grant for the Project.

### **4. Indemnification**

I agree to indemnify the Company, officers, directors, volunteers, employees, and associated parties from and against any and all claims, expenses, losses, or liabilities (including, without limitation, reasonable attorneys' fees and punitive damages) that may be asserted against the Company or incurred by the Company at any time in connection with said Project, or any use thereof, including without limitation those arising from any breach of the warranties and promises given by me herein.

### **5. General**

I hereby acknowledge and agree that there are no prior or concurrent oral agreements in effect between the Company and me pertaining to the Project. I represent and warrant that I, the applicant, am not, or am not an immediate relative(parent, child, sibling) of, an employee,

officer, owner, shareholder, investor, advisor, member of the board of directors, a director, or chairperson for the Company. Should any provision or part of any provision of this Agreement be void or unenforceable, such provision or part thereof shall be deemed omitted, and this Agreement with such provision or part thereof shall remain in full effect. I also represent and warrant that all applicant Agreements submitted with our Project at the time of application are authorized to represent the Project and are the only designated applicants for the project. This Agreement shall be governed by the laws of the state of California applicable to agreements executed and to be fully performed therein. All parties irrevocably consent to the exclusive jurisdiction of the state and federal courts located in the county of Los Angeles, California for any action, suit or proceeding arising out of or related to this agreement or The Grant.

## **6. Marketing and Promotion Rights and Materials**

Should I be the recipient of the Grant I agree to delivery all of the required promotional deliverables to Company for screening and promotional purposes and grant Company all right and permissions to use the trailer, posters, and promotional materials of the Project for Company or FACFF marketing promos in all media now known or hereinafter devised, throughout the universe, in perpetuity.

## **7. Joint and Several Liability**

If applicant(s) consists of more than one person or party, the obligations and liabilities of each such person or party shall be joint and severally liable between all applicants.

## **8. Terms and Conditions**

The terms and conditions attached are hereby incorporated by reference and are considered material to this Agreement.

## **Terms and Conditions of the Grant**

**You = Applicant**

**We = Birns & Sawyer and FilAm Creative (collectively "Company")**

### **Camera Equipment Grant**

- All equipment requests are subject to availability. We will always do our best to provide for the specific creative and technical demands of your project, but cannot guarantee availability of specific cameras, AKS, or optics.

**Void Where Prohibited.** The Grant is void in any jurisdiction where it is restricted by law or otherwise prohibited, or if any of the content is restricted or prohibited by applicable law.

**Compliance.** As a condition to The Grant, you are required to sign and deliver to Company's standard terms and conditions or service agreement or any other agreement reasonably necessary for Company to make available the equipment or services contemplated hereby. Notwithstanding the foregoing, if you are subsequently found ineligible to participate in this Grant for any reason or are unable or unwilling to comply with these terms and conditions and/or any aforementioned agreement, Company may, at their sole discretion, rescind the Grant.

**Not Redeemable.** The Grant is not redeemable for cash, credit, or such, and may not be used in conjunction with any other offers, awards, discounts, or anything else. The Grant is personal to the applicant, and may not be sold, resold, leased, licensed, rented, traded, auctioned, given away or otherwise assigned or transferred to any other party. This award and any rental equipment may not be used to film, digitalize, record, capture, create or otherwise have anything to do with pornography, obscenity, defames any person or entity, or is illegal.

**Taxes.** You are responsible for all taxes related to the award. You will provide to Company your full name, contact info, social security number or tax identification number and mailing address for tax purposes.

**Territory of Production.** Any award of camera rental equipment to you shall be for a future project to be produced and recorded entirely in the United States.

**Rental time frame.** The camera rental package is available for timeframes ranging from one weekend to up to four (4) weeks depending on the financial amount of the Grant. The Grant must be redeemed within six (6) months from the date of the Grant. For the sake of clarity, all equipment must be redeemed and returned, and all post-production services must be completed, in either case prior to the date that is 24 months from the date of the Grant.

**Costs.** The award does not cover any shipping costs, nor does it cover the expendables. All camera rental packages include lenses and accessories, though substitutions may be made based on availability.

**Insurance.** You must obtain general liability insurance that complies with Company requirements from an independent insurance agent at least one (1) week prior to the initial prep date. You must provide a certificate of insurance that complies with all Company requirements from your insurance provider to Company at least one (1) week prior to the prep date. Birns & Sawyer and FilAm Creative Inc. must both be named as additional insureds and a certificate of insurance must be provided to each before

production. Additionally, you are required to make in advance of the rental, a security deposit to Birns & Sawyer of one thousand US dollars (\$1,000.00), which amount will be refunded upon the return of all equipment undamaged. You are required to pay a service fee - amount to be determined and based on project.

**Promotional Use.** You grant Company a perpetual, royalty free, worldwide, irrevocable license to use the Project and approved, cleared name, likeness and bios of the applicants, cast and crew of the Project, in whole or in part for promotional purposes, and to copy, use, display, make public, promote, advertise, market, edit, make derivatives, and produce, including but not limited to, behind the scenes (BTS) clips and photos for marketing, advertising, promotional and other purposes. You agree to cooperate with Company in its marketing, promotional and advertising efforts related to the Grant by providing interviews and content.

**Force Majeure.** Things beyond Company's reasonable control, such as, earthquake, fire, hurricane, flood, tornado, tsunami, weather, natural disaster, terrorist attack, terrorist threat, war, epidemic, pandemic, civil unrest, riot, strike, labor unrest, supply shortage, an act or order of any governmental or judicial authority, including without limitation, an increase in the threat level as determined by the U.S. Department of Homeland Security (or similar U.S. government authority) or anything else beyond Company's reasonable control may also delay, affect, or change availability of or make unavailable the camera rental package and/or post-production services.

**Rental Agreement.** Awarding of the package shall be subject to You signing Birns & Sawyer's equipment rental agreement and adhering to their standard practices. FilAm Creative shall not be party to such rental agreement or any of Birns & Sawyer's standard requirements or business practices and shall not be held liable for any circumstances involved with or surrounding the rental or use of the equipment.

**Remedies.** The several rights and remedies reserved to the Parties are cumulative and none of them shall be treated as exclusive of any other, except that the Licensor acknowledges and agrees that it is not entitled to and shall not seek injunctive relief or any other form of equitable relief against the Company (or any of its Distributors) with respect to the Picture and the Licensor hereby waives any right to such relief.

**No Equitable Relief.** In the event of any breach of this Agreement by Company, Your sole remedy will be an action at law for compensatory (but not consequential or punitive) damages, and You acknowledges that such damages are fully adequate to compensate You in such circumstances. You expressly waive any and all equitable rights You may have hereunder and in no event will You seek or be entitled to specific performance, rescission, injunctive relief or other equitable relief, or otherwise interfere with any Rights hereunder, including when fraud in the inducement of this Agreement is alleged. You expressly waive any right to terminate the rights hereunder. IN NO EVENT SHALL COMPANY BE LIABLE TO YOU, NOR SHALL LICENSOR HAVE A RIGHT AS AGAINST COMPANY, FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR EXEMPLARY/PUNITIVE DAMAGES, HOWEVER CAUSED AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**Entire Agreement.** This Agreement represents the entire agreement between the parties and once it is fully executed, which can only be amended by a signed written agreement.

**Counterparts.** This Agreement may be executed in counterparts, each of which will be an original but all of each of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic delivery in portable document (".pdf") or tagged image file format (".tiff") shall be equally effective as delivery of a manually executed counterpart of this Agreement. Any Party delivering an executed counterpart by facsimile or electronic delivery in portable



document (".pdf") or tagged image file format (".tiff") shall also deliver a manually executed counterpart of this Agreement, but failure to do so shall not affect the validity, enforceability, or binding effect of this Agreement, and the Parties hereby waive any right they may have to object to said treatment.

**Notices.** Notices to Company will be sent to Company's address' below:

FilAm Creative Inc.  
P.O. Box 2535, Culver City, CA 90231  
[info@filamcreative.org](mailto:info@filamcreative.org)

Birns & Sawyer  
3039 Roswell St, Los Angeles, CA 90065  
Email as designated

**Assignment.** This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns. Licensor may not assign this Agreement or any of its rights or obligations hereunder without Company's prior written consent. Company may freely assign this Agreement or any Rights herein, in whole or in part.

(signatures on a separate page)

###

The Birns & Sawyer / FilAm Creative Camera Package Grant signature page

**\*EACH APPLICANT MUST SIGN THEIR OWN GRANT AGREEMENT SIGNATURE PAGE AND ALL MUST ALL BE SUBMITTED AT ONE TIME AT THE TIME OF THE APPLICATION SUBMISSION.**  
(print more signature pages as applicable)

By signing below I represent and warrant that I have read the entire Agreement, and I understand:

- The prominence and clarity of its terms,
- The purpose behind the terms,
- The circumstances surrounding the acceptance of the Agreement,
- The benefits to the signee and the obligations it imposes,
- That I have had ample time to review the Agreement and opportunity to seek my own independent counsel if I so chose to,
- And that I affirmatively and unambiguously assent to the terms of the Agreement.

AGREED AND ACCEPTED BY:

\_\_\_\_\_  
(sign applicant name) / date

\_\_\_\_\_  
project name (print)

\_\_\_\_\_  
(print applicant name)

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
email

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print name/contact info of one designated project contact representative.

Email \_\_\_\_\_ Phone number \_\_\_\_\_

All applicants for a project must list the same person.

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\_\_\_\_\_  
(sign applicant name) / date

\_\_\_\_\_  
project name (print)

\_\_\_\_\_  
(print applicant name)

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
email

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print name/contact info of one designated project contact representative.

Email \_\_\_\_\_ Phone number \_\_\_\_\_

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project name (print)

\_\_\_\_\_  
(print applicant name)

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Phone #

\_\_\_\_\_  
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