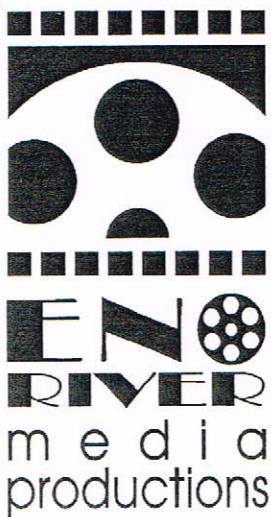


# Volunteer Packet

Eno River Media Production

Billy Nicholson  
12/1/03



## Greetings from The Office of the Executive Producer:

Since 1999, Eno River Media Productions (ERMP) has provided North Carolina residents with regularly scheduled direct television access to local artists, nonprofit groups, city services, musicians and concerts. Insight NC, ERMP's first regularly scheduled television program, has been cablecast since Spring 2000. Ours is truly a community effort, with regular participation from groups including the award-winning Duke University Concert Series, the City of Durham's department of parks and recreation, fitness facilities, Carolina Theatre, and local businesses; profit and non-profit.

Producing Insight NC provides volunteers an opportunity to contribute to the community while developing television production skills. Your assistance will allow us to 1) improve volunteer skills with additional technical training, 2) improve show quality, 3) create additional production crews, and 4) meet increasing requests for coverage from local organizations.

In this packet, you shall find our very comprehensive Volunteer Agreement. Not all aspects of the Volunteer Agreement may apply to you, so don't worry if some of the areas don't apply. We have also included a Talent Release Form, and Accounting Information Form in case you are on a shoot that is a moneymaker. For informational purposes, we have included an email and phone list, organizational chart, and our Prospectus 03 that better describes ERMP.

The most important net result of your volunteering with ERMP is that your skills will improve, you will have gained valuable production experience, and viewers will have vastly increased access to the expansive arts community in North Carolina.

With several years' experience behind it, Eno River Media Production is poised to expand and improve its services to North Carolina. Your assistance will greatly support the growing network of groups and individuals dedicated to making Eno River Media Production a positive, enduring part of the State's landscape.

Thank you in advance for your consideration.

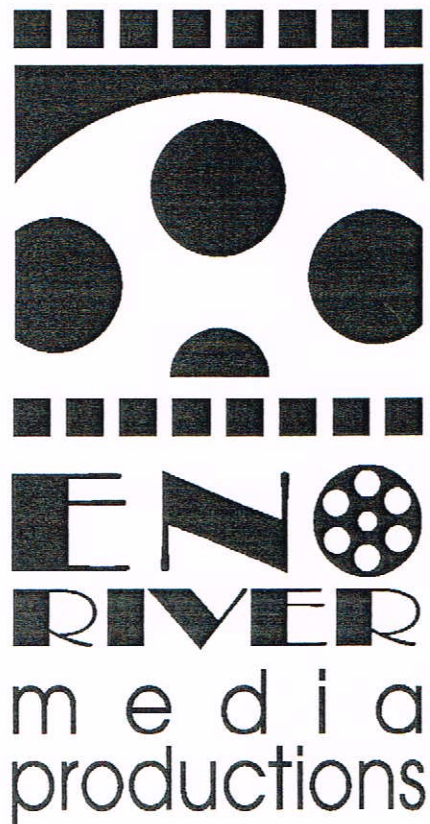
Sincerely,

*Anthony P. Dowling*

Anthony P. Dowling  
Producer

# Eno River Media Production

General Code of Ethics



## Table of Contents

Volunteer Code of Conduct .....	3
Volunteer's Pledge of Conduct .....	6
Sexual Abuse Policy Code of Conduct .....	10
Computer Utilization Code of Conduct .....	13
Equipment Code of Conduct .....	16
Corporate Code of Conduct .....	18
ERMP Talent Release Contract .....	23

## Volunteer Code of Conduct

The **Volunteer Code of Conduct** (Code) is a statement of behavioral principles, expectations and ideals. It reflects how we respect and treat each other as members of ERMP and provides an ethos that guides our decision making. It incorporates principles of justice and fairness so that everyone knows what is expected of them.

The Code is intended to motivate and assert values to which we can aspire. It is a "living" document reflecting the values of the past, guiding an ever emerging future and seeking ways to continuously improve all our activities.

It is a vision which aims to both explain the commitment of experienced members and to guide the induction of new Volunteers.

As ERMP Volunteers we:

### Safety

- Put safety first in all our activities
- Respect and use all equipment in the way in which it was intended
- Follow all procedures to the best of our ability at all times
- Promote healthy and safe work practices
- Recognize and congratulate those members who follow safe and caring practices
- Follow our duty of care to ourselves and others
- Report all injuries, illnesses, accidents and near misses immediately to the appropriate people
- Recognize that training is fundamental to our safety

### Respect

- Respect the cultures, beliefs, opinions and decisions of others although we may not always agree
- Treat each other with courtesy, sensitivity, tact, consideration and humility
- Accept the Chain of Command and respect each other regardless of position
- Respect the Laws of the land as the basis for our behavior as ERMP Volunteers

### Trust

- Value the trust we have in each other
- Seek to understand and appreciate each other's abilities by working together and providing support
- Honor the confidentiality people place in us
- Integrity
- Endeavor to balance organizational and individual needs
- Give honest, constructive feedback and value the input of others
- Treat each other fairly

Volunteer Initials: BN

### **Honesty and Truthfulness**

- Are truthful with our colleagues and ourselves
- Admit when we are wrong and accept responsibility for our actions
- Express our views openly and directly without fear or favor, with tact and in accordance with known, available facts

### **Welfare**

- Value our role in ensuring the safety of each other and the community
- Foster an environment of well being, happiness, health and prosperity
- Take care of, respect and support each other

### **Loyalty**

- Demonstrate commitment to the goals of the organization
- Support, be faithful to and honor the integrity of the organization and its positions

### **Self Discipline**

- Exercise self control in managing stress, anger and our behavior
- Know when to walk away
- Recognize our limitations and those of others
- Believe in doing a job the right way and with appropriate enthusiasm

### **Comradeship and Teamwork**

- Rely on each other
- Have a bond that has grown through shared experiences over time
- Work together towards an identified and common goal
- Recognize and acknowledge each other's skills and abilities
- Create an environment that is supportive and encouraging to all members
- Acknowledge that our combined efforts exceed the sum of our individual efforts
- Accept that there are differing roles within the team
- Promote participation and cooperation

### **Support**

- Share the load and provide encouragement to fellow members
- Offer sympathy and understanding when appropriate
- Help others achieve their endeavors and aspirations

### **Communication**

- Value effective two-way communication
- Respect constructive comment and feedback
- Practice effective listening
- Are alert to non-verbal forms of communication
- Seek advice whenever appropriate

Volunteer Initials: BN

## Leadership and Discipline

- Recognize the Chain of Command as part of our leadership structure
- Encourage non-confrontational leadership
- Give clear directions
- Lead in a responsible, patient and motivational manner
- Share leadership through delegation and empowerment
- Defuse conflict by focusing on the issues
- Act in a responsible manner at all times, both in and out of uniform
- Take pride in our actions and tasks being undertaken

## Commitment

- Acknowledge that commitment comes from within
- Guard against over commitment
- Do as much as we are able without detriment to ourselves or our families
- Share and promote the culture, purpose and objectives of ERMP

## Equity and Diversity

- Provide fair access to training and development opportunities
- Treat all people as unique individuals and value their beliefs, opinions, knowledge and experiences
- Use appropriate language that will not offend others
- Actively discourage bullying, victimization or demeaning humor
- Assign roles according to talents and abilities
- Encourage people to achieve and grow
- Stand up for the rights of others as well as our own
- Recognize and congratulate the achievements of others
- Stand up for our rights and seek equitable solutions
- Value others irrespective of race, religion, color, age, gender or creed

## Financial

- Promptly pay the yearly membership fee when due
- Guard against and report to ERMP Security wasteful spending or abuse of ERMP funds
- When paid, expect a fair wage for a fair day's work
- Assist with expenses that are incurred for production without detriment to yourself
- Actively promote financial contributions to ERMP as a tax write off
- Share and promote the culture of shared financial responsibility within ERMP

## SIGNATURES:

Volunteer: Billy C Nicholson III

Name: Billy C Nicholson III

Title: DOA

Producer: Anthony P. Dowling

Name: Anthony P. Dowling

Title: Exec. Prod.

## Volunteer's Pledge of Conduct

Volunteers play a critical role in the operation of our organization and their activities. Through their responsibilities the volunteer receives rewards such as personal development, recognition, feedback, a tie to North Carolina and their community and the personal satisfaction of helping others. In return the volunteer must be expected to conduct their efforts in a manner that will allow the values and goals of Eno River Media Production to be achieved. The following Pledge of Conduct has been developed to assist volunteers in achieving a level of behavior, which will allow ERMP volunteers to become well-rounded, self-confident and productive human beings.

Volunteers have a Responsibility to:

1. Treat everyone fairly within the context of his or her activity, regardless of gender, place of origin, color, sexual orientation, religion, political belief or economic status.
2. Direct comments or criticism at the performance rather than the person.
3. Consistently display high personal standards and project a favorable image of ERMP and volunteering.
4. Refrain from public criticism of fellow volunteers.
5. Abstain from the use of tobacco products while in the presence of children.
6. Abstain from drinking alcoholic beverages when performing your volunteer duties.
7. Refrain from the use of profane, insulting, harassing or otherwise offensive language in the conduct of his/her duties.
8. Through proper risk management practices ensure that the activity being undertaken by both volunteers and participants is suitable for the age, experience, ability and fitness level of the individual and educate them as to their responsibilities in contributing to a safe environment.
9. Take the personal initiative to learn, respect, communicate and adhere to the rules and regulations established for ERMP.
10. Regularly seek ways of increasing professional development and self-awareness.
11. Attend to your volunteer duties, as directed, in a timely manner.

Volunteer Initials: B.N.

12. In the case of minors, communicate and cooperate with the parents or legal guardians, involving them in management decisions pertaining to their child's development.
13. Ensure the safety of the people with whom they work.
14. Abide by the sexual abuse policy of ERMP.
15. Respect the dignity of others; verbal or physical behaviors that constitute harassment or abuse are unacceptable.
16. Never advocate or condone the use of drugs or other banned performance enhancing substances.
17. Never provide under age participants with alcohol.
18. Respect and adhere to ERMP rules, policies and guidelines that relate to volunteer activity and the program I serve;
19. Execute ERMP business in an ethical manner;
20. Preserve the confidentiality of information about program participants and ERMP internal affairs that has been entrusted to me;
21. Fulfill my assigned volunteer duties, including completion of required records or reports, in a timely manner;
22. Participate in required training programs and use the recommended policies and procedures;
23. Accept supervision and support from professional ERMP staff and/or management volunteers;
24. Respect and uphold the rights and dignity of all staff, other volunteers and all individuals who participate in ERMP programs recognizing that people's values , beliefs, customs, and strengths differ;
25. Encourage participation of and respect for individuals of diverse backgrounds, cultures, and perspectives;
26. Commit no illegal or abusive act;
27. Follow child protection guidelines;

Volunteer Initials: B. N

28. Refrain from the use of alcohol and inappropriate language, especially in the presence of minors and, never attend or participate in a ERMP activity or event under the influence of alcohol or controlled substances;
29. Use tobacco products only where legally permitted and refrain from the use of tobacco products while conducting or assisting in any ERMP program or in other group situations that may glamorize such use in the eyes of young people;
30. Bring no firearm to any ERMP program except when essential to the purposes of the program;
31. Use any potentially dangerous item in accordance with the safety procedures prescribed for the program;
32. Report all unsafe conditions and accidents to professional ERMP staff as soon as possible;
33. Handle any computers, machinery, equipment, vehicles or other ERMP property that has been entrusted to me in a safe and responsible manner;
34. Observe all state and federal laws with respect to power equipment and minors.
35. Acknowledge and support proper and authorized uses of computing and communications resources.
36. Honor property rights including copyrights and patents and honor confidentiality.
37. Give proper credit for intellectual property.
38. Representation: Volunteers should represent ERMP in a helpful, friendly and professional manner at all times. Our existence and effectiveness is dependent upon the goodwill of the community. The image people form of the organization may be based on their contact with volunteers. For this reason, it is important for volunteers to always represent ERMP in a positive manner and promote the beliefs and practices of the organization.
39. Media Contact: The image that ERMP holds in our community is strongly affected by our portrayal in the media. For that reason it is extremely important that the media receives accurate and appropriate information regarding ERMP. At no time should a volunteer contact or address the media without prior approval from the Director. Any volunteer who does not receive prior approval may be asked to resign.

Volunteer Initials: BU

40. Attendance and Commitment: Due to the amount of time it takes to properly train each volunteer, we ask that all volunteers agree to at least eight months of service to the organization. For most of the volunteer programs, volunteers are assigned a schedule by a Director and are required to follow that schedule. Volunteers who are unable to make a scheduled shift are expected to contact the Director as soon as possible. Several unexcused absences will result in the volunteer being asked to resign. Volunteers are also required to keep track of their service hours on logs via the ERMP.TV website. Volunteers should inform their Director if they need to resign their position.
41. Accidents and Injuries: Any accidents or injuries occurring on the job must be reported to the Director immediately. After staff has been notified, the Director may take the volunteer to the Emergency Room for proper treatment if appropriate.
42. Attire: Volunteers must wear appropriate attire at all times. No cut-off shorts, no halter-tops and no clothes with offensive language. Clothes should be clean and neat and presentable to the public. All volunteers must wear nametags at all times.
43. Memorandums: Volunteers are requested to check email everyday for memos and policy updates. It is also important for volunteers to read all ERMP emails. These are the primary means of publicizing events and training, advertising new volunteer opportunities, clarifying or changing policies, and noting changes in procedure.
44. I have read and understand the above statements and agree to conduct myself in a manner that demonstrates the standards established in the Volunteers Code of Conduct.

**SIGNATURES:**

Volunteer: Billy C. Nicholson III

Name: Billy C. Nicholson

Title: DOZ

Producer: Anthony J. Newling

Name: Anthony J. Newling

Title: Exec. Prod.

## **Sexual Abuse Policy Code of Conduct**

### **Definition**

Sexual abuse is the exploitation of a volunteer or client or the close relative of a current volunteer or client (e.g. spouse/partner, dependent children, parent of a volunteer or client), particularly within a sexual context. It can never be acceptable and constitutes unethical behavior.

The term "sexual relationship" is not restricted to sexual intercourse but may include any form of conduct which has as its purpose some form of sexual gratification, or may be reasonably construed by the volunteer or client and/or the close relative of a current volunteer or client as having that purpose.

Exploitation of a volunteer or client is an abuse of power. Because of the power imbalance, volunteer or client consent is not considered a defense.

### **Degrees of Sexual Abuse**

Varying degrees of sexual abuse are acknowledged within the broad definition. Other authorities have divided sexual abuse into three categories, viz sexual impropriety, sexual transgression and sexual violation.

Sexual impropriety means any behavior such as gestures or expressions that are sexually demeaning to a volunteer or client, or which demonstrate a lack of respect for the volunteer or client's privacy, including but not exclusively:

- inappropriate disrobing or inadequate draping practices
- inappropriate comments about or to the volunteer or client such as making sexual comments about the volunteer or client's body or underclothing
- making sexualized or sexually demeaning comments to a volunteer or client
- ridicule of the volunteer or client's sexual orientation
- any conversation regarding the sexual problems, preferences or fantasies
- Sexual transgression includes any inappropriate touching of a volunteer or client that is of a sexual nature, short of sexual violation, including but not exclusively:
- touching of breasts or genitals

Volunteer Initials: TS H.

- inappropriate touching of other parts of the body can also be construed as sexual transgression
- proposing a sexual relationship to a volunteer or client

Sexual violation means sexual activity whether or not initiated by the volunteer or client, including:

- masturbation or clitoral stimulation
- other forms of genital or other sexual connection

NOTE: It will be appreciated that actions within the definitions of sexual transgression and sexual violation may contravene the law and invoke criminal charges in the event of non-consent. The important distinction is that ethical considerations apply whether there has been consent or not.

### **Safety and Protection**

To avoid any misunderstandings or inappropriate conduct the volunteer or client should employ the following safeguards:

- provide adequate information and explanation which helps to avoid misunderstandings and misinterpretation
- honor confidentiality
- maintain proper appointment systems
- provide suitable facilities with screens for undressing, draping
- be aware of what is culturally acceptable to volunteers or clients, especially those of a different race or religion
- never use sexually demeaning words or actions or jokes in doubtful taste
- refrain from undue familiarity
- get help early for personal crises
- do not involve volunteers or clients in personal problems
- consult with colleagues about difficult situations
- employ strong support systems and self monitoring

Volunteer Initials: P.R.

## Complaints Procedures

At present, any complaint regarding breaches of the current ethical rules can be made to ERMP Security.

If made to ERMP Security, the complaint is referred to the Senior Staff who deal with it as appropriate. This may be to consider it themselves or to refer it on to the Board of Directors. The committee has customarily referred to the Board those complaints which could attract a penalty of suspension or registration or removal from the Chamber of Commerce register.

### SIGNATURES:

Volunteer: Billy C. Nicholson III

Name: Billy C. Nicholson

Title: DOE

Producer: Anthony P. Dowling

Name: Anthony P. Dowling

Title: Exec. Prod.

## Computer Utilization Code of Conduct

- The use of ERMP resources is a privilege. The resources have always been, and will remain, the property of the ERMP.
- It is your responsibility to promptly report any violation of this policy or other ERMP code, policy or guideline. In addition, you must report any information relating to a flaw in or bypass of resource security to ERMP Security.
- Reports of unauthorized use or misuse of the resources will be investigated pursuant to standard ERMP procedures. All illegal activities will be reported to local, state or federal authorities, as appropriate, for investigation and prosecution.

### Prohibited Activities with ERMP Computer Equipment:

- Use of workstations for illegal or criminal purposes or to seek access to unauthorized areas
- Infringement of copyright and other intellectual property rights
- Subverting or attempting to subvert any security devices in either software or hardware format
- Attempting to install viruses or other programs designed to damage or alter software
- Theft of, vandalizing, damaging or altering equipment, software or configurations
- Sending unsolicited commercial material or "spamming"
- Misrepresenting oneself as another user
- Attempting to modify or gain access to files, passwords or data belonging to others
- Transmitting unsolicited information that contains obscene, indecent, lewd or lascivious material or other material which explicitly or implicitly refers to sexual conduct.
- Using e-mail or newsgroups to threaten or stalk someone.

Volunteer Initials:     *D.A.*

- Transmitting unsolicited information that contains profane language or panders to bigotry, sexism, or other forms of prohibited discrimination.
- Interference or impairment to the activities of others:
- Creating, modifying, executing or retransmitting any computer program or instructions intended to: (1) obscure the true identity of the sender of electronic mail or electronic messages, such as the forgery of electronic mail or the alteration of system or user data used to identify the sender of electronic e-mail; (2) bypass, subvert, or otherwise render ineffective the security or access control measures on any network or computer system without the permission of the owner; or (3) examine or collect data from the network (e.g., a "network sniffer" program).
- Authorizing another person or organization to use your computer accounts or ERMP network resources. You are responsible for all use of your accounts. You must take all reasonable precautions, including password maintenance and file protection measures, to prevent use of your account by unauthorized persons. You must not share your password with anyone else or provide access to ERMP network resources to unauthorized persons.
- Communicating or using any password, personal identification number, credit card number or other personal or financial information without the permission of its owner.
- Unauthorized access and use of the resources of others:
- Use of ERMP resources to gain unauthorized access to resources of this or other institutions, organizations, or individuals.
- Use of false or misleading information for the purpose of obtaining access to unauthorized resources.
- Accessing, altering, copying, moving, or removing information, proprietary software or other files (including programs, libraries, data and electronic mail) from any network system or files of other users without prior authorization (e.g., use of a "network sniffer" program).
- Making unauthorized copies of copyrighted materials. You should assume all software, graphic images, music, and the like are copyrighted. Copying or downloading copyrighted materials without the authorization of the copyright owner is against the law, and may result in civil and criminal penalties, including fines and imprisonment.
- Damage or impairment of ERMP resources:

Volunteer Initials: S.H.

- Use of any resource irresponsibly or in a manner that adversely affects the work of others. This includes intentionally, recklessly or negligently (1) damaging any system (e.g., by the introduction of any so-called "virus", "worm", or "trojan-horse" program), (2) damaging or violating the privacy of information not belonging to you, or (3) misusing or allowing misuse of system resources.
- Use of ERMP resources for non-ERMP related activities that unduly increase network load (e.g., chain mail, network games and spamming).
- Unauthorized commercial activities:
  - Using ERMP resources for one's own commercial gain, or for other commercial purposes not officially approved by the ERMP, including web ads.
  - Using ERMP resources to operate or support a non-ERMP related business.
- Use of ERMP resources in a manner inconsistent with the ERMP's contractual obligations to suppliers of those resources or with any published ERMP policy.
- Violation of city, state or federal laws:
  - Pirating software, music and images.
  - Effecting or receiving unauthorized electronic transfer of funds.
  - Disseminating child pornography or other obscene material.
  - Violating any laws or participating in the commission or furtherance of any crime or other unlawful or improper purpose.

#### SIGNATURES:

Volunteer: [Signature]

Name: Dillon Nicholson III

Title: DOB

Producer: [Signature]

Name: Anthony J. Bowling

Title: Exec. Prod.

## Equipment Code of Conduct

This Agreement between Billy Nicholson ("Volunteer") and Eno River Media Production ("ERMP") sets forth the terms of the Volunteer Responsibility Agreement. Three elements comprise the Volunteer Responsibility Agreement; Equipment, Career, and Corporate. They are as follows:

1. Volunteer acknowledges receipt of the Equipment described in the Agreement. The parties agree that the Equipment was inspected by ERMP and personally examined by the Volunteer at the time of delivery and acceptance by the Volunteer and that the Equipment is in good and serviceable condition.
2. The equipment is, and shall at all times remain, the exclusive property of ERMP.
3. Title to the Equipment is, and at all times shall remain, with ERMP. Volunteer will not permit the Equipment to be used by any other person or at any other address other than the place designated hereon without the express consent of ERMP.
4. Neither this agreement nor the equipment may be assigned, transferred, or be in any way encumbered by Volunteer without the written or email consent of ERMP.
5. Volunteer shall use the Equipment in a careful manner and shall comply with all laws relating to its possession, use or maintenance. Equipment must be employed by trained and/or experienced personnel. Equipment is not waterproof and should not be used in underwater applications. Volunteer should consult with ERMP to verify Equipment's water resistance. None of ERMP's Equipment is intrinsically safe or explosion proof and should not be used in hazardous environments.
6. ERMP shall not be liable to Volunteer for any loss, delay or damage of any kind or character resulting from defects in or inefficiencies of the Equipment or accidental breakage thereof. ERMP is not responsible to any party for misused testing procedures or misinterpretation of Equipment test data. All equipment is used at the volunteer's risk.
7. Volunteer shall be solely responsible for and shall indemnify, defend and hold ERMP harmless against all claims, suits, damages or losses, specifically including the loss of use of property, and all other liabilities whatsoever, including related expenses and attorney's fees, for or on account of injuries to or death of any person, including but not limited to the property of the Volunteer or ERMP, occasioned by the operation, handling or transportation of the Equipment during the use period or while the Equipment is in the possession or control of the Volunteer.
8. Notwithstanding the foregoing, Volunteer shall have no indemnity obligations whatsoever to the extent any such claims, suits, damages, losses or other liabilities are caused, directly or indirectly, by the negligence of ERMP.

Volunteer Initials: SN

9. Upon the termination of this Agreement, Volunteer will promptly return Equipment and all attachments and parts, via priority overnight shipping or personal delivery, to ERMP at ERMP's place of business. Volunteer is responsible for delays in shipping or personal delivery and will be responsible for daily charges accruing during the time the Equipment is not at ERMP's premises.
10. Equipment must be returned in the same condition in which such Equipment was received and in clean, working condition, ordinary wear and tear expected. ERMP reserves the right to apply cleaning fees as ERMP determines necessary. Volunteer agrees to pay the full cost for any damages to or loss of such Equipment, including radiological contamination, while in the possession and control of Volunteer; subject however to any optional limited liability coverage elected and paid for by Volunteer.
11. Proper care and maintenance of the equipment during its field use will be the responsibility of Volunteer. Equipment, which is returned in poor condition requiring cleaning or repairs due to abnormal wear and tear, will be brought back to good condition at the expense of Volunteer.
12. No alterations or repairs may be made to the equipment by Volunteer during the Agreement period without the written or email consent of ERMP.
13. Volunteer will not retain Equipment beyond its return date without prior notice to and consent of ERMP. Volunteer agrees to pay all collection charges, including reasonable attorney's fees, if Equipment is not returned when due. ERMP, at ERMP's sole discretion may report Equipment stolen if held 5 days beyond return date.
14. A person commits theft of ERMP property if he: (a) Obtains the temporary use of personal property of another, which is available only for ERMP Volunteers, by means of threat or deception, or knowing that such use is without the consent of Eno River Media Production providing the personal property; or (b) Having lawfully obtained possession for temporary use of the personal property of another which is available only for ERMP Volunteers, intentionally fails to reveal the whereabouts of or to return it. Theft of ERMP property is a felony and carries a fine or imprisonment or both as stated by state law of North Carolina.
15. List of Equipment:

---

---

---

---

---

---

---

---

---

---

Volunteer Initials: BJ

## Corporate Code of Conduct

1. The initial term of this Agreement is set for one (1) year. The Agreement shall thereafter renew itself automatically for further periods of one (1) year, which renewal periods shall be subject to the right of termination by either party, at the end thereof, by the giving at least of five (5) days written or email notice to the other party.
2. This agreement shall not be construed so as to constitute a partnership or a joint venture between the parties hereto, and no party is deemed to be the representative or the agent of the other except as herein otherwise provided.
3. ERMP represents and warrants that (i) it is free to enter into and to perform this agreement; and (ii) the Television, Short or Feature Project and any material to be included in the Television, Short or Feature Project (other than material provided by Volunteer) is and will be either owned by ERMP, or in the public domain, or fully cleared with respect to all applicable rights, and their use and exploitation as contemplated hereunder will not violate the rights of any third party. Volunteer represents and warrants that (i) it is free to enter into and to perform this agreement; and (ii) any material provided by it to be included in the Television, Short or Feature Project is and will be either owned by ERMP, in the public domain, or fully cleared with respect to all applicable rights, and their use and exploitation as contemplated hereunder will not violate the rights of any third party.
4. Neither party has nor will without the other's prior written consent (I) enter into any agreement, commitment or other arrangement, grant any rights or do any act or thing which could or might prevent or interfere with the production and completion of the Television, Short or Feature Project or prevent or impede the performance of all of the respective party's obligations hereunder; (ii) do or fail to do any act which might or could interfere with or otherwise prevent such party from fully complying with all of the terms hereof; or (iii) engage in any conduct inconsistent with this Agreement or the other party's rights hereunder.
5. The parties hereto expressly agree, each for the other, that the relationship between them hereunder is that of two principals dealing with each other as independent contractors for the sole and specific purpose that Eno River Media Production (ERMP) shall produce and deliver the picture or ad, subject to the terms and conditions of this Agreement. At no time, past, present or future, shall the relationship of the parties herein be deemed or intended to constitute a relationship with the characteristics of an agency, partnership, joint venture, or of a collaboration for the purposes of sharing any profits or ownership in common. Neither party shall have the right, power or authority at any time to act on behalf of, or represent, the other party, but each party hereto shall be separately and entirely liable for its own respective debts in all respects. This Agreement is not for the benefit of any person who is not a party signatory hereto to specifically named as a beneficiary herein. Subject to the foregoing, the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, administrators, executors, successors and assigns, and any past, present or future parent, subsidiary or affiliate company.

Volunteer Initials:

S. Jh.

6. This Agreement shall be governed by and construed for all purposes in accordance with the laws of the State of North Carolina.

7. Volunteer shall accept responsibility and liability for all personnel and sub-contractors used by it. Volunteer shall also keep safe and hold harmless ERMP and assume the entire risk and liability for all and any suits, claims, causes of action, liability and damages of any kind, whether direct or consequential, brought asserted or recovered against Volunteer, by third parties. Furthermore ERMP shall not be liable for any loss of use, profit or product or for expenses or liabilities incurred by Volunteer whether or not such losses are caused or claimed to be caused by the operation, non-operation or any use whatsoever of the services or equipment provided by ERMP in connection with this Agreement.

8. MISCELLANEOUS

(a.) This Agreement shall be construed, interpreted and enforced in accordance with and shall be governed by the laws of the State of North Carolina applicable to agreements entered into and wholly to be performed therein. In the event of any conflict between any provisions hereof and any applicable laws to the contrary, the latter shall prevail, but this Agreement shall be deemed modified only to the extent necessary to remove such conflicts.

(b.) This Agreement constitutes the entire agreement of the parties hereto and supersedes all oral and written agreements and understandings made or entered into by the parties hereto prior to the date hereof. No amendment, change or modification of this Agreement shall be valid unless it is made in writing and signed by both parties hereto, and any waiver of a failure to perform or breach shall not operate to waive any subsequent failure to perform or breach.

(c.) The captions appearing at the commencement of the paragraphs hereof are descriptive only and for convenience in reference to this Agreement and should there be any conflict between any such heading and the paragraph at the head of which it appears, the paragraph thereof and not such heading shall control and govern in the construction of this Agreement.

The addresses, including phone and email, of each of the parties are as follows:

Volunteer	<u>D. L. L. Nicholson</u>	Name
	<u>1501 Phoebe Dr S</u>	Address
	<u>Hillsborough 27278</u>	NC <u>27278</u>
	<u>Outlaw Recovery@yahoo.com</u>	Email
Producer:	Eno River Media Production C/O Administration 3835 Guess Road; Suite 624 Durham, NC 27705 adowling@nc.rr.com	

9. SIGNATURES:

Volunteer:

Billy C. Nichols

Producer:

Anthony D. Downing

Name:

Billy C. Nichols

Name:

Anthony D. Downing

Title:

D.O.S.

Title:

Exec. Prod.



## ERMP Talent Release Contract

Eno River Media Production  
3835 Guess Road; Suite 624  
Durham, NC 27705

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Age (check one): Over 18 ☐ Under 18 ☐

### RELEASE

The undersigned individual hereby grants to Eno River Media Productions, and its successors, licensees and assigns, the perpetual and irrevocable right to use the undersigned's name, likeness, voice, biography and history, factually or otherwise, and under a real or a fictitious name, in connection with the production, distribution and exploitation of any Eno River Media Production and any remakes or sequels based on the Production. Such grant includes use in advertising in connection with the foregoing, and use in any and all media, whether now existing or hereafter devised, throughout the universe. It also includes the right to make such changes, fictionalizations and creative choices as Eno River Media Production may decide in its sole discretion.

The undersigned individual: (i) agrees not to bring any action or claim against Eno River Media Production, or its successors, licensees and assigns, or to allow others to bring such and action or claim, based on the Production or the depiction of the undersigned in the Production or as otherwise described above, and (ii) releases Eno River Media Production, its successors, licensees and assigns, from and all such actions or claims that the undersigned may have now or in the future.

The undersigned acknowledges the receipt of good and valuable consideration for the release and other grants and agreements made herein, and understands that Eno River Media Production is relying on them in proceeding with the exploitation of the Production and elements thereof as authorized above. The undersigned warrants that the use of the rights granted hereunder and of any material supplied by the undersigned will not violate the rights of any third party.

### SIGNATURE AND DATE.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_