**VIDEO CAMERA RENTAL & LICENSE OF CONTENT AGREEMENT**

This Agreement is entered into on the 26th day of July 2012 (“Effective Date”) by and between the **Wikimedia Foundation** (“WMF”),a non-profit organization located at 149 New Montgomery Street, 3rd Floor, San Francisco, CA and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Chapter Member”), a citizen of Kenya and member of the Wikimedia Kenya Chapter, with an address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Rental of Camera Equipment**

WMF hereby agrees to loan to Chapter Member one (1) Canon XA-10 with a Canon WD-h58w wide converter lens (“Camera Equipment”) for a period of six (6) weeks from the Effective Date (“Rental Period”) in order to document or record the stories, activities, and work of WMF, its chapters, its users, or its Projects.

**Return of Camera Equipment**

Chapter Member agrees to return the Camera Equipment within one (1) week of the expiration of the Rental Period. WMF shall have a reasonable period of time after return of the Camera Equipment to discover any patent, latent, or hidden damages.

**Cost Shipment**

WMF shall arrange for shipment of the Camera Equipment to Chapter Member and bear any associated costs with such shipment. Chapter Member shall arrange for shipment of the Camera Equipment to WMF at the expiration of the Rental Period, shall procure insurance for such shipment, and bear any associated costs with such shipment and insurance.

**Inspection of Camera Equipment**

Upon receipt of the Camera Equipment, Chapter Member must inspect the Camera Equipment and report any defects or problems with the Camera Equipment within twenty-four (24) hours of receipt. Chapter Member’s failure to notify WMF of any defects of problems with the Camera Equipment shall be conclusively deemed as acknowledgement that all Camera Equipment is in good working order.

**Proper Use of Camera Equipment**

Chapter Member agrees to keep and maintain all Camera Equipment in good condition and assumes full responsibility for all Camera Equipment until the Camera Equipment is returned. Chapter Member agrees not to remove, cover, alter, or deface any tags, serial numbers, or nameplates on the Camera Equipment. Chapter Member agrees and warrants that he/she will only use the Camera Equipment in compliance with U.S. and Kenyan law and all images, videos, and content produced using the Camera Equipment will comply with U.S. and Kenyan law.

**Lost/Damaged Camera Equipment**

In the event that the Camera Equipment is lost, stolen, or destroyed during the Rental Period, Chapter Member agrees to compensate WMF in an amount equal to the retail price as stated in Canon’s most current price list. In the event that Camera Equipment is damaged during the Rental Period, Chapter Member agrees to compensate WMF an amount equal to the cost of comprehensive repair to all damaged Camera Equipment by a qualified technician to be chosen by WMF.

**Content Releases from Third Parties**

Chapter Member agrees to secure legal releases (attached hereto as Exhibit A) from all individuals or entities, including Chapter Member, filmed, photographed, or otherwise recorded using the Camera Equipment.

**Use of Content Created by Chapter Member**

Chapter Member hereby grants WMF, its successors, assigns, and licensees, a non-exclusive, royalty-free, worldwide license to publicly use, display, exhibit, reproduce, transfer, modify, edit, and/or create derivatives of any of Chapter Member’s statements, video, photographs, or other recording made by Chapter Member to which Chapter Member would hold intellectual property rights or other rights to, absent this Agreement, produced using the Camera Equipment (collectively, “Content”). Chapter Members acknowledges that such use may include promotional use or any other lawful purpose in any form or medium in conjunction with WMF’s operational, promotion, and/or fundraising activities, including, but not limited to, presentations, emails, websites, visual or print media. Chapter Member understands and agrees that Chapter Member may not have the right to inspect or approve of such uses.

Chapter Member further agrees to release any and all Content under the Creative Commons Attribution-ShareAlike 3.0 Unported License (the full text of which can be found at: creativecommons.org/licenses/by-sa/3.0/us/).

**Original Work**

Chapter Member covenants, represents, warrants, and agrees that all Content is and shall be an original work of authorship and Chapter Member can legally grant the rights set out in this Agreement; and to the best of Chapter Member’s knowledge, Content will not violate any third party’s copyrights, trademarks, patents, or other intellectual property.

**Exclusion of Warranties**

All Camera Equipment is accepted by Chapter Member on an “AS IS” basis and Chapter Member is solely responsible for his/her use of the Camera Equipment. WMF disclaims all warranties of any type or nature whatsoever, expressed or implied, regarding the Camera Equipment. WMF herein specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, and non-infringement, and warranties arising by statute or otherwise in law or from a course of dealing or use of trade, as to any matter. To the extent permitted by law, WMF shall not be liable for any direct, indirect, special, consequential, exemplary, or punitive damages suffered by Chapter Member arising out of or in connection with Chapter Member’s use of the Camera Equipment. In no event shall WMF’s liability under this contract exceed one-hundred dollars ($100.00) in aggregate.

**Indemnification**

The Chapter Member agrees to assume full responsibility and liability for the safekeeping and return of the Camera Equipment. Chapter Member agrees to defend, indemnify, and hold harmless WMF and its directors, officers, employees, successors, and assigns from and against any and all claims, actions, damages, losses, liabilities, and/or expenses, including reasonable attorneys’ fees, incurred in connection with or arising from any claims or suits, whatever their nature and however arising, which may be brought or made against WMF relating to Chapter Member’s use of the Camera Equipment and any images, video, and content produced using the Camera Equipment, except as permitted herein and by breach of any of the representations, warranties, undertakings, and agreements made by Chapter Member hereunder. Chapter has the sole duty to investigate, defend, and settle such claims or suits, unless WMF elects to direct its own defense at its sole option. Chapter Member shall bear all expenses incurred therefrom.

**Exclusive Possession/Liens/Charges**

The Chapter Member shall not sublease or loan the Camera Equipment or assign this Agreement to any other persons or entities other than those that have either (1) signed a separate version of this Agreement with WMF; or (2) otherwise have written permission by WMF to use the Camera Equipment. Chapter Member agrees that Camera Agreement shall, at all times, remain under the immediate, exclusive control and direction of the Chapter Member. The Chapter Member acknowledges WMF’s ownership of the Camera Equipment and agrees to keep the Camera Equipment free of all liens and encumbrances.

**Miscellaneous Provisions**

The execution of this Agreement has not been induced by any representations, statements, warranties, or agreements other than those expressed herein. This Agreement constitutes the entire understanding, written or oral, in effect between the Parties relating to the subject matter hereof and supersedes any previous agreement, written or oral, or contrary provision contained in any document relating to the use of the Camera Equipment. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement. No amendment or modification hereof will be valid or binding upon the Parties unless made in writing and signed by the duly authorized representatives of both Parties. The relationship of the Parties hereunder is that of independent contractors, and this Agreement will not be construed to imply that either Party is the agent, employee, or joint venturer of the other Party. In the event that any provision of this Agreement is held to be unenforceable, this Agreement will continue in full force and effect without said provision and will be interpreted to reflect the original intent of the Parties. This Agreement shall be construed and interpreted under the laws of the State of California, without regard to conflict of laws principles. The Parties consent to the personal and exclusive jurisdiction of federal and state courts located in San Francisco County, California. This Agreement will be binding upon and will inure to the benefit of the Parties’ permitted successors and/or assignees. Waiver by either Party of a breach of any provision of this Agreement or the failure of either Party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.

ACCEPTED AND AGREED:

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| --- | --- |
| WIKIMEDIA FOUNDATION, INC. | CHAPTER MEMBER |
| By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**EXHIBIT A**

**Release to Share My Story with Wikimedia Foundation**

My name is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.   I would like to give to Wikimedia Foundation, a non-profit corporation, the following personal donation:  the right publicly to use my name and statements as well as any video and photographs of me that were taken by the Foundation (or its agents) or given to the Foundation by me (collectively, “My Story”).

* I grant permission to Wikimedia and its partners to use My Story for promotional or any other lawful purpose and in any form or medium in conjunction with Wikimedia’s operational, promotional, and fundraising activities, including media such as presentations, email, the web, and visual or print media (which may result in widespread exposure).
* I understand that I may not have the right to inspect or approve the finished product that incorporates My Story.
* I hereby assign to Wikimedia all right, title, and interest that I may have in My Story and any derivative works of it. I further grant Wikimedia the right to give, sell, transfer, and exhibit My Story. The rights granted in this release include the right to modify or edit My Story and to create derivative works of My Story, such as its inclusion in a larger work.
* The rights I grant here are worldwide, but this release shall be governed by California law (without reference to conflicts of law principles).

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
           Signature

           \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
           Telephone Number and Email

           \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date

*For contributors under 18:*

*As his or her parent or legal guardian,*
*I give my consent and agreement to*
*the above release on my child’s behalf.*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*
*Signature of Parent or Legal Guardian*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* Accepted: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*
*Printed Name of Parent or Legal Guardian* Wikimedia Foundation