APPENDIX A

Performance Release

I (the undersigned) do hereby confirm the consent heretofore given you with respect to your photographing me in connection with your motion picture/video:
Title:
Student Filmmaker's Name:
Date(s) of Recording:
And I hereby grant to you, your successors, assigns, and licensees the perpetual right to use, in any manner or in any media currently existing or which may be developed in the future, as Middlebury College may desire, all video, still, and motion pictures and sound track recordings and records which you may make of me or of my voice, and the right to use my name, likeness, and biographical material in or in connection with the exhibition advertising, exploitation, or any other use of such motion picture or recording. The Producer may also make copies of the photographs and recordings and distribute them online, via DVD, or in any medium as part of the program described above.
Further, I agree to hold Middlebury College, its contractors, agents, and employees harmless against any liability, loss or damage (including reasonable attorney's fees) caused by or arising from the exhibition or telecast of my appearance in the production, or any utterance made by me in connection with my participation therein.
I understand that any copy the student filmmaker will provide to me on DVD or other media is for my personal use only. I will not sell said copy or use it for any commercial purposes such as broadcasting, streaming online, or Home Video-DVD releases. I shall receive a limited license to use the copy for my personal promotional purposes, which shall be limited to using a maximum of 30 seconds of the film on my personal website or physical video copy.
I also understand that it takes a significant amount of time to complete a film – and in some cases student films are abandoned and not completed at all. If the student filmmaker has promised a copy of the film, I agree to allow a reasonable amount of time to elapse. I agree that should the film/recording not be completed, I will take no action against Middlebury College.
I further understand the master recordings remains the property of the student filmmaker and that there will be no restrictions on the number of times that my name and likeness may be used.
I am over eighteen years of age: (Please write Yes or No)

Talent Signature:	
Name (please print):	
Phone number:	
Email address:	
Parent/Guardian Signature for Talent Under 18 Years of Age:	
Name (please print):	
Phone number:	
Email address:	

APPENDIX B

PROPERTY LOCATION RELEASE

This is to certify that, I	s is to certify that, I am enrolled in NAME OF STUDENT				
for the	FALL/J-TERM/SPRING	semester a	and		
am engaged in the production	on of a video projec	t entitled			
, to be filmed Name of Production					
on from Date(s)					
Note: An Individual Fo	DRM IS REQUIRED FOR EAC	CH LOCATION			
FILM CREW: NAME	Position		CONTACT NUMBER		
_					
I/we, the above crew, under these premises and will leav received. I/we understand t requires me to obtain new I	ve them in substant that any change in l	ially as good cond ocation(s) and/or	ition as when		
Any change in type, number weapon(s) requires the notito filming.					
Will you be using any prop	weapons?	Yı	es or No		
Will there be any illegal/vio	lent acts portrayed	on location?			

YES OR NO

Will you be using any special effects, fog/smoke machines, or generator?			
you so doing any operate encode, 20g, ontoine interestion, or generators.	YES OR NO		
Please specific and describe your intentions in detail:			
SIGNATURE OF STUDENT RESPONSIBLE FOR PRODUCTION			
NAME OF STUDENT RESPONSIBLE FOR PRODUCTION (PLEASE PRINT)			
NAME OF STUDENT RESPONSIBLE FOR PRODUCTION (PLEASE PRINT)			
Approving Location Owner or Manager			
APPROVING LOCATION OWNER OR MANAGER			

APPENDIX C

Outside burning in Middlebury requires a permit from the Town of Middlebury as well as from the College. We are very concerned about outside fires and the fact that wind and weather can change at a moments notice. We hope that you will read the permit requirements carefully and be sure to have all parties check off your permit before it can be issues. The permit is good only for the day and time indicated.

Facilities will provide you with a metal trash can, a rake and shovel for you to use to make your area safe and to clean up at the conclusion of your fire. Be sure to douse your fire with water and please do not use the fire extinguisher except in an emergency, Facilities will charge you for recharging it.

The permit is also issued with the condition that you will clean up the fire pit area when done. Put the wet embers, coals into the metal trash can and follow any instruction given to you by facilities. The Middlebury Police Department must be contacted on the day of the burn for final town approval, they may be reached at 388-3191. You must pick up the permit at the Police Station.

For Bonfires, you need to contact Chief Cole directly before contacting the Police Department (in Middlebury only). If you plan to burn at the garden in Cornwall you need to contact the Cornwall Fire Warden directly for a permit on the day of the burn.

Chief Cole (Middlebury F.D.) 989-3334

Larry Clark (Cornwall Fire Warden) 462-2505

Lisa Burchard, Department of Public Safety

Luther Tenny, Facilities Management

Environmental, Health & Safety

APPENDIX F

HUMANE SOCIETY GUIDELINES ON WORKING WITH ANIMALS

American Humane Association believes that all animals should be treated humanely, and we celebrate the special role they play in our families and our lives. Animals appearing in film and television are testaments to the human-animal bond, through their interaction with their trainers, their cast and crew members, and ultimately through their effect on audiences. Our mission on the sets of filmed productions is to protect those animals and to ensure that they are treated humanely, with the respect and compassion they deserve.

www.americanhumane.org

American Humane Association Film & Television Unite 15366 Dickens Street Sherman Oaks, CA 91403

(818) 501-0123 Fax: (818) 501-8725

Email: FilmUnit@americanhumane.org

American Humane Association National Headquarters 63 Inverness Drive East Englewood, CO 80112 (303) 792-9900

Fax: (303) 792-5333

Email: info@americanhumane.org

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BASIC PRINCIPLES FOR THE SAFE USE OF ANIMALS IN FILMED MEDIA

American Humane's Guidelines prescribe a high standard of care that the film and television production industries have voluntarily agreed to provide to animal performers. This standard is more comprehensive and more compassionate than any state's anticruelty laws.

American Humane's Guidelines apply to all animals used in the production, including animals used as background or off-camera to attract the attention of another animal being filmed.

Animals are not props (even if they are supplied by the props department)!

No animal will be killed or injured for the sake of a film production. American Humane will not allow any animal to be treated inhumanely to elicit a performance.

Although permitted for necessary veterinary care, general anesthesia and sedation are high-risk procedures and are prohibited for the sole purpose of filmmaking. Storytelling needs of producers can be achieved humanely by working with American Humane and adhering to American Humane's Guidelines.

Documentary-style footage/stock footage acceptable to American Humane's mission cannot include scenes that represent actual harm to an animal, even if filmed as non-fiction "newsreel" footage. Such harm, although possibly historic, is considered exploitation of the animal's suffering for the sake of entertainment. Any scene depicting harm must be simulated.

Reality or non-scripted entertainment acceptable to American Humane's mission may only include scenes that do not show real harm to a live animal.

GUIDELINES FOR PRODUCTION, CAST AND CREW

American Humane's Guidelines for the Safe Use of Animals in Filmed Media apply to anyone bringing an animal to the filming location. This includes non-working animals. All guidelines, including, but not limited to, proof of vaccination, adequate housing, food, water, exercise, prevention of escape, supervision and temperature regulations, shall be followed.

NOTE: Also see Industry-Wide Labor-Management Safety Committee Safety Bulletin #8 and Addenda A and B, "Guidelines for Insert Camera Cars"; Safety Bulletin #22, "Work and Boom Platforms"; and Safety Bulletin #25, "Camera Cranes."

Quiet on the Set: At the animal handler's discretion, all non-essential personnel, with the exception of the American Humane Certified Animal Safety Representative(s), may be removed from the set during animal stunts, intense action or whenever any species of exotic animals are performing (Also see Industry-Wide Labor-Management Safety Committee Safety Bulletin #6, "Animal Handling Rules for the Motion Picture Industry," paragraph 3).

Cast and crew shall not be allowed to pet, feed or play with animals off-camera if the animal handler or American Humane Certified Animal Safety Representative believes it is unsafe or not in the best interest of the animals.

As necessary for the concentration and safety of the animals, cast and crew members shall limit distracting motions, noises and smells, such as food and perfume. In some cases, catering services may need to be moved away from the animal action.

Animal handlers shall provide production and American Humane with pertinent instructions in writing for each species and/or individual animal, as appropriate. These instructions must be attached to the call sheet.

No animal should, at any time or for any reason, be left in a vehicle or trailer without proper ventilation/temperature regulation, nor should any animal be improperly tethered. Animals should never be left unattended or unsecured in a manner that would be unsafe or uncomfortable for the animal. Check specific state and local laws and regulations, as tethering laws vary. Animals shall not be left in the care of any person who is inexperienced in the proper care of the animals.

Non-working animals brought as pets to the filming location by cast, crew, guests or extras are discouraged.

A film set is considered an industrial area with numerous safety hazards for animals. Because cast and crew are working, American Humane believes this is not a suitable environment for pets, as they cannot be supervised and cared for appropriately. Should non-working animals be brought to the filming location by cast, crew, guests or extras, the animals must be contained and/or restrained and supervised at all times. Non-working animals brought to the filming location by cast, crew, guests or extras shall not be allowed on the set where working animals are or will be present.

ADVISORY: The less experienced the animals and the owner/handlers are with working in television production, the more important it is to have American Humane's oversight American Humane recommends that productions use more than one Certified Animal Safety Representative, to monitor the animals both on and off camera. American Humane does not condone the use of private pets for film and television work, whether it is an extra's pet or a reality show contestant's pet. However, ALL animals deserve humane treatment and a high standard of care, whether or not they are professionally trained.

American Humane recognizes that reality programming may use private pets that are not trained for production work, but encourages producers to choose the human contestants with consideration for their animals' temperament as much as they choose those human contestants for demographic, gender, race, age and eccentricity of personality.

Animals should be chosen for calm, socialized temperaments. The owner's stress compounds the animal's stress. An unqualified animal trainer/owner can have a negative effect on an animal.

Animals need prior conditioning to perform in the environment of a television production.

Do not expect untrained animals to perform tricks or stunts that are unnatural behaviors for the average pet.

Production should assign one or more specific crew members with responsibility ONLY for the needs of the animal "contestants." American Humane prefers that these crew members have experience with the species of animals being used.

Animals should never be left unattended or unsecured in a manner that would be unsafe or uncomfortable for the animals. Animals shall not be left in the care of any person who is inexperienced in the proper care of the animals.

Camera angles and lighting should be done with a "stuffy" rather than the live animals.

A separate, quiet holding area away from the set is recommended for the animals when they are not in front of the camera.

A veterinarian experienced in the particular species being used should be on the set or on call within close proximity of the filming location (Also see Chapter 2, Veterinary Care Guidelines).

Should an animal exhibit aggression toward another animal or a person, that animal should be removed from the show.

If animals are to be transported to a location, there should be time allowed for acclimation to the new environment and rest time following travel, prior to the start of production.

Animals used in filming require authorization from the USDA and, in some instances, from local and state agencies. When animals are traveling to a different state, they may require health certificates, specific vaccinations and other documentation. Check with all federal, state and local agencies.

COSTUMES, MAKEUP, RIGGING AND PROPS

Costuming and/or props for animals shall be made available to American Humane for inspection prior to filming.

Animals shall be adequately conditioned and trained to wear or use all costumes or props. Costuming and/or props shall be comfortable, shall provide ease of movement, and shall not restrict the animal's breathing or cause the animal to overheat. Consideration should be given to how easily the costume can be removed in case of emergency. Props used in stunts, such as spurs, sabers, swords, spears, barbed wire or fences, should be made of rubber, balsa wood or other non- injurious material.

Care must be taken when using props that will come in contact with an animal's mouth (e.g., painted objects such as toys, bones or other props that will be held in an animal's mouth). Production and animal handlers shall ensure that any such objects are non-toxic and that any paint used on such objects shall also be non-toxic. Upon request, this documentation shall be provided to American Humane prior to filming or use of the object in rehearsals or prep.

All animal rigging and equipment must be in good condition and appropriate for the body type, weight and size of the animal, as determined or agreed to by the animal handler, the property master and American Humane.

Tie-downs, waist ties and hobbles shall not be used on animals not properly trained to wear them. Animals shall not be tied or hobbled any longer than is necessary to accomplish the shot.

LOCATION AND/OR SET SAFETY

The American Humane Certified Animal Safety Representative and the animal handler shall inspect working areas prior to each day's rehearsal or filming to identify hazards, obstacles and environmental conditions that may injure animals and people working with those animals.

Production and animal handlers shall familiarize themselves with local plant life that may be toxic to animals.

Safe footing shall be provided at any location or set as well as on any path to or from the location/set that an animal is required to traverse.

An easily accessible area shall be available for loading and unloading animals (Also see Industry-Wide Labor-Management Safety Committee Safety Bulletin #6, "Animal Handling Rules for the Motion Picture Industry," paragraph 5).

When animals work on a studio stage or other potentially slippery surfaces (e.g., concrete, linoleum, wood, etc.), non-skid mats shall be placed in the area of action if needed to prevent slipping. An ample amount of rubber matting shall be supplied in order to maintain a safe pathway to or from the location/set that an animal is required to traverse.

It is preferable to avoid the use of stairs for some species of animals, such as horses and livestock, which have difficulty going up and down stairs. American Humane recommends the use of ramps for movement of these animals.

When filming on concrete or other hard-surface flooring (for example, to create an arena), the flooring must be covered in a manner to prevent injury to susceptible animals Hard surfaces should be covered with rubber matting and, if necessary for set decoration, dirt may be added up to the recommended depth of 8 inches. If rubber matting is not used, dirt shall be placed on all hard surfaces to a recommended minimum depth of 12 inches. Dirt that has been stored may need to be sifted and/or sanitized prior to use to exclude foreign objects, mold spores, and other harmful residue and debris found in stored dirt. American Humane recommends the use of fresh dirt. Under no circumstances shall silica dirt be used where animals will be present.

When appropriate, non-skid boots on livestock shall also be used.

In outdoor locations, the area must be checked for — and cleared of and/or mitigated for — railroad ties, holes and debris, such as tree branches, roots and stones, that could trip an animal, as well as slick or unstable ground, street or walkway conditions.

Stream bottoms must be cleared of debris, such as rocks, logs and trash; holes; dips in terrain; and unsafe footing before being traversed by livestock.

Deep muck, mire and quicksand must be avoided. If an animal encounters those conditions during filming, the animal must be extricated immediately and the physical condition of the animal must be evaluated, and the animal deemed uninjured, before it may be used further. The terrain also should be evaluated before deciding to proceed with any further action.

Scenery and props should be secured, as objects such as ladders or pedestals may tip over and startle animals (Also see Industry-Wide Labor-Management Safety Committee Safety Bulletin #6, "Animal Handling Rules for the Motion Picture Industry," paragraph 11).

To ensure safety when animals work near or on railroad tracks or crossings, proof must be submitted to American Humane of communication with the railroad company or companies regarding train schedules Care must be taken near railroad tracks so that the animals do not ingest creosote Railroads are now protected by the U.S. Department of Homeland Security, making trespassing a federal offense (Also see Industry-Wide Labor-Management Safety Committee Safety Bulletin #29, "Guidelines for Safety Around Railroads and Railroad Equipment").

Obstacles that might strike an animal in the face or on the body as it traverses a scene shall be removed. For example, low-hanging branches must be removed before riding or chase scenes. All nails, splinters, wires and other debris must be cleaned up or otherwise made safe for the animals.

Animals shall not be exposed to contaminants such as slow-moving or stagnant water, putrid odors and toxins.

Raised platforms must be large enough and strong enough to support the animals they are intended for and must be tested appropriately prior to use by those animals. Care must be taken when large animals such as horses and livestock are required to traverse stairs for filming. Animals must be prepped, trained and conditioned to perform this activity The number of steps being traversed must be considered, as well as the size, width and grade of the stairway. The larger the animal, the wider the step/step board will need to be to provide the animal with safe placement for footing as it traverses the stairway.

REMINDER: It is much more difficult for an animal to descend stairs than to ascend stairs American Humane recommends that off-camera ramps be used to reset an animal.

Care must be taken to ensure that animals do not escape the set or location. Production and the animal handler must have a safety plan in place that will prevent the escape of an animal from the set or location and provide for an animal's safe recapture should an accident or escape occur (Also see Guideline 1-36).

When filming in remote locations, the American Humane Certified Animal Safety Representative should be included in location scouts pertaining to animal action.

For more information: http://www.americanhumane.org/assets/pdfs/animals/pa-film-guidelines.pdf

APPENDIX G

http://youngperformers.sagaftra.org/files/youngperformers/YPH_FNL3.pdf

APPENDIX H

Vermont State does regulate child entertainment. Minors under 16 need a certificate from Commissioner of Labor and Industry except for certain work done outside of school hours. To obtain certificate needed:

- written parental consent;
- Commissioner of Labor and Industry consent;
- proof of age;
- and school record are required.

Children employed as actors or performers in motion pictures, theatrical productions, radio, or television, or employed as a baseball bat girl or bat boy may be employed until midnight or after midnight if a parent or guardian and the commissioner of labor have consented in writing.

Vermont's child labor laws provide specific exemption for children under the age of sixteen when the work involves acting or performing in motion picture, theatrical, radio or television productions.

For more information: http://www.vermontfilm.com/legal

APPENDIX I

The statute (21 V. S. A. #432) provides that the commissioner of labor and industry may issue a permit upon documentation of the child's age and verification of specified school and health records. This documentation must accompany a completed "Child Labor Certificate" to be filed by the employer for any child under age sixteen working during school hours. The forms are available from the Department of Labor and Industry, National Life Building, Drawer 20, Montpelier, VT 05620-3401, 802-828-2157. The statute also provides (#434) that while a child under sixteen cannot be employed more than eight hours in any day, nor more than six days a week, and only between six a.m. and seven p.m., "in the case of a child employed as an actor or performer in motion pictures, theatrical productions, radio or television, the child may be employed until midnight." Specific exemption from the midnight curfew is allowed when written consent is obtained from the parents or guardian of the child and the commissioner of labor. For school age children who are not Vermont residents, approval of the substance and conditions of the educational program to be provided to the child must be obtained from the commissioner of education. A representative of the Department of Education will also

make an on-site visitation to verify the programs, credentials of the instructor, and the suitability of the classroom setting. Contact: Vermont Dept. of Education, Licensing Office. Tel: 802-828-2445.

In the case of children who are Vermont residents, the local superintendent of schools has the authority to oversee of hours and days of classroom attendance required by state law. Vermont's "school day" requires a minimum number of hours of classroom attendance; the law does not define the relationship of these hours to the working day.

For more information: http://www.dol.gov/whd/state/childentertain.htm

APPENDIX J

§ 106 . EXCLUSIVE RIGHTS IN COPYRIGHTED WORKS

Subject to sections 107 through 122, the owner of copyright under this title has the exclusive rights to do and to authorize any of the following:

- (1) to reproduce the copyrighted work in copies or phonorecords;
- (2) to prepare derivative works based upon the copyrighted work;
- (3) to distribute copies or phonorecords of the copyrighted work to the public by sale or other transfer of ownership, or by rental, lease, or lending;
- (4) in the case of literary, musical, dramatic, and choreographic works, pantomimes, and motion pictures and other audiovisual works, to perform the copyrighted work publicly;
- (5) in the case of literary, musical, dramatic, and choreographic works, pantomimes, and pictorial, graphic, or sculptural works, including the individual images of a motion picture or other audiovisual work, to display the copyrighted work publicly; and
- (6) in the case of sound recordings, to perform the copyrighted work publicly by means of a digital audio transmission.

§ 106A . RIGHTS OF CERTAIN AUTHORS TO ATTRIBUTION AND INTEGRITY

- (a) Rights of Attribution and Integrity.—Subject to section 107 and independent of the exclusive rights provided in section 106, the author of a work of visual art—
 - (1) shall have the right—
 - (A) to claim authorship of that work, and
- (B) to prevent the use of his or her name as the author of any work of visual art which he or she did not create;
- (2) shall have the right to prevent the use of his or her name as the author of the work of visual art in the event of a distortion, mutilation, or other modification of the work which would be prejudicial to his or her honor or reputation; and
- (3) subject to the limitations set forth in section 113(d), shall have the right—
- (A) to prevent any intentional distortion, mutilation, or other modification of that work which would be prejudicial to his or her honor or reputation, and any intentional distortion, mutilation, or modification of that work is a violation of that right, and
- (B) to prevent any destruction of a work of recognized stature, and any intentional or grossly negligent destruction of that work is a violation of that right.
- (b) Scope and Exercise of Rights.—Only the author of a work of visual art has the rights conferred by subsection (a) in that work, whether or not the author is the copyright owner. The authors of a joint work of visual art are coowners of the rights conferred by subsection (a) in that work.
- (c) Exceptions.
- (1) The modification of a work of visual art which is the result of the passage of time or the inherent nature of the materials is not a distortion, mutilation, or other modification described in subsection (a)(3)(A).

- (2) The modification of a work of visual art which is the result of conservation, or of the public presentation, including lighting and placement, of the work is not a destruction, distortion, mutilation, or other modification described in subsection (a)(3) unless the modification is caused by gross negligence.
- (3) The rights described in paragraphs (1) and (2) of subsection (a) shall not apply to any reproduction, depiction, portrayal, or other use of a work in, upon, or in any connection with any item described in subparagraph (A) or (B) of the definition of "work of visual art" in section 101, and any such reproduction, depiction, portrayal, or other use of a work is not a destruction, distortion, mutilation, or other modification described in paragraph (3) of subsection (a).

(d) Duration of Rights.

- (1) With respect to works of visual art created on or after the effective date set forth in section 610(a) of the Visual Artists Rights Act of 1990, the rights conferred by subsection (a) shall endure for a term consisting of the life of the author.
- (2) With respect to works of visual art created before the effective date set forth in section 610(a) of the Visual Artists Rights Act of 1990, but title to which has not, as of such effective date, been transferred from the author, the rights conferred by subsection (a) shall be coextensive with, and shall expire at the same time as, the rights conferred by section 106.
- (3) In the case of a joint work prepared by two or more authors, the rights conferred by subsection (a) shall endure for a term consisting of the life of the last surviving author.
- (4) All terms of the rights conferred by subsection (a) run to the end of the calendar year in which they would otherwise expire.

(e) Transfer and Waiver.

- (1) The rights conferred by subsection (a) may not be transferred, but those rights may be waived if the author expressly agrees to such waiver in a written instrument signed by the author. Such instrument shall specifically identify the work, and uses of that work, to which the waiver applies, and the waiver shall apply only to the work and uses so identified. In the case of a joint work prepared by two or more authors, a waiver of rights under this paragraph made by one such author waives such rights for all such authors.
- (2) Ownership of the rights conferred by subsection (a) with respect to a work of visual art is distinct from ownership of any copy of that work, or of a copyright or any exclusive right under a copyright in that work. Transfer of ownership of any copy of a work of visual art, or of a copyright or any exclusive right under a copyright, shall not constitute a waiver of the rights conferred by subsection (a). Except as may otherwise be agreed by the author in a written instrument signed by the author, a waiver of the rights conferred by subsection (a) with respect to a work of visual art shall not constitute a transfer of ownership of any copy of that work, or of ownership of a copyright or of any exclusive right under a copyright in that work.

§ 107 . LIMITATIONS ON EXCLUSIVE RIGHTS: FAIR USE

Notwithstanding the provisions of sections 106 and 106A, the fair use of a copyrighted work, including such use by reproduction in copies or phonorecords or by any other means specified by that section, for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright. In determining whether the use made of a work in any particular case is a fair use the factors to be considered shall include—

- (1) the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- (2) the nature of the copyrighted work;
- (3) the amount and substantiality of the portion used in relation to the copyrighted work as a whole; and
- (4) the effect of the use upon the potential market for or value of the copyrighted work.

The fact that a work is unpublished shall not itself bar a finding of fair use if such finding is made upon consideration of all the above factors.

APPENDIX K

Example Credits can be seen on J-Term Project "Pancakes" (2013): https://vimeo.com/58682126.