



NEW VISIONS | new mexico contract awards

**DEADLINE:
SEPTEMBER 5, 2008**

**WINNERS ANNOUNCED:
NOVEMBER 2008**

BOARD OF ADVISORS:

Governor Bill Richardson, ex officio
Dorothy Baca
George Burdeau
Katharine DeShaw
Owen Lopez
Lisa Strout
Eric Witt

Dear New Mexico Filmmaker,

On behalf of Governor Bill Richardson, we are pleased to announce the third year of the New Visions/New Mexico Contract Award program, designed to support and promote the work of New Mexico-based directors, producers and writers. A total of \$160,000 in contracts, up to \$20,000 per project is available toward the creation of narrative films, documentaries, animated and experimental projects. This year, we are pleased to continue our relationship with Panavision. The company has again provided two prizes, each an in-kind donation toward the rental of motion picture camera equipment (HD, 16mm or 35mm) with a rental value of \$10,000 per prize.

Filmmakers may apply for funds toward the completion of existing projects, or the launching of new ones (one project per filmmaker). An important aspect of your proposal is your plan and ability to give back to the state by training others in the industry - so please be creative, and specific, with your ideas.

We wish you the best in your filmmaking endeavors and look forward to hearing from you.

Lisa W. Strout

Lisa Strout, Director
New Mexico Film Office

ELIGIBILITY

You must be at least 18 years old and a resident of NM, as defined in the Declaration of Residency form available at www.nmfilm.com/locals/nm-filmmakers

Application may be for the **development, production, post-production or distribution** of a film or video work of any length. Documentaries, feature films, animation, and experimental works are all eligible.

Applicant must be the principal creative author of the work. Crew members, editors or writers who are not in creative control of the project may not apply.

Projects must be independent productions, under the artistic and budgetary control of the individual owning the copyright.

Applicant must be able to supply the following documentation if awarded a Contract: Declaration of Residency Form; Federal Form W9; CRS number. To obtain a CRS number, call the New Mexico Taxation and Revenue Department at 505-827-0832 or visit www.state.nm.us/tax.

NM Film Office staff and members of the Governor's Council on Film and Media Industries are not eligible to apply.



nmfilmmakers

nmfilm.com



SERVICE TO STATE

In order to engage in a Contract with the State of New Mexico, the applicant must be willing and able to provide a service to the state in return for state funding. The proposed plan to provide a service must be made clear in the application. Services can take many forms, **for example:**

- Providing free training in the form of apprenticeships or internships for New Mexico residents who are either beginning their careers in the media industry, moving up in a union position, or gaining a new skill set
- Providing free lectures, seminars or demonstrations in educational settings
- Conducting free public screenings of completed works or works-in-progress

Applicants are encouraged to be inventive, and specific, when formulating their proposed service.

Awardees will receive a New Visions/New Mexico Contract. Noncompliance with the terms of the Contract may require the return of funds to state, and may affect subsequent requests for support.

NEW VISIONS/NEW MEXICO WILL NOT CONSIDER

- Industrial or promotional pieces
- Purchase of equipment or creation of new facilities
- Expenditures for the establishment of new organizations or programs
- Debt reduction
- Educational programs of public universities, public school districts or their components or affiliates
- Operating expenses of privately owned facilities, such as homes or studios
- Hospitality or entertainment costs for receptions, performance or museum openings, or fundraising benefits
- Projects with excessive gratuitous violence or sexual content, hard language, drug abuse, culturally sensitive material or a combination of the above

TERMS

Small Purchase Contracts will be awarded up to \$20,000 per project. The award money includes gross receipts tax and will be available for a period of one year from the date the contract goes into effect, and will be forfeited if not used in that time period. Monies will not be provided up front in full, but will be subject to a schedule of invoice and payment, after work is performed and approved.

Awardees are expected to carry out a project that is consistent with the proposal that was approved for funding. If changes in the project are believed to be necessary, the awardee must send a written request to the NM Film Office prior to the expenditure of funds. Approval is not guaranteed.

Awardees are asked to acknowledge the New Mexico Film Office's New Visions/New Mexico Program in the end credits of the completed film. We will also require a DVD copy of the finished project, publicity materials and press clippings pertaining to the project, documentation of authorized training, and notification of project completion.

Awardees must submit a final written report including a detailed statement accounting for services performed and expenses incurred, demonstrating compliance with the terms of the New Visions/New Mexico Contract.

CRITERIA

A panel of peers and professionals will score each application on the following:

- Artistic quality of the project
- The applicant's demonstrated ability and creativity as represented in the submitted video sample
- Managerial and fiscal ability, including the capability of the applicant to carry out the proposed project
- Service to the state, including efforts to reach a broad, diverse audience
- Nature and extent of other earned revenue, in-kind goods and services, and/or public or private support

APPLICATION PAGE: List contact information where you wish all communications or notices to be sent.

Name _____

Address _____

City _____

Zip _____

Telephone _____ Alternate Telephone _____

Email _____

Title and description of project _____

Services provided to the State of NM _____

Applicant's role: Producer Director Other (specify) _____

Category: Narrative Documentary Animation Experimental

Stage applying for: Development Production Post-production Distribution

Production Medium: 35mm HD Video 16mm Other (specify) _____

Total Project Budget \$ _____ Award Request \$ _____

If you would like to be considered for the New Visions/New Mexico Panavision Award and receive a \$10,000 camera package rental, check here.

Prize does not include insurance or shipping. For details, terms and conditions of the Panavision award, visit www.nmfilm.com.

APPLICATION CHECKLIST (paperclipped only please, no binding or folders)

Application form and budget (3 copies) Detailed project description (1-2 pages, 3 copies)

Project schedule (1 page, 3 copies) Bios of key personnel (3 copies) Declaration of Residency (1 copy)

Video sample (DVD only) Signed Submission Agreement (see reverse)

Please do not send additional materials. The Film Office will contact you if additional materials are requested by the panel.

Applications may be sent by mail, or electronically by using the online application at www.nmfilm.com. **Completed applications must be received at the New Mexico Film Office, 418 Montezuma Avenue, Santa Fe, NM 87501 no later than 5:00 pm on September 5, 2008. This is NOT a postmark deadline. Late, incomplete or faxed applications will not be accepted.**

Questions? Visit our website at www.nmfilm.com or call the New Mexico Film Office at 505-476-5600.

SUBMISSION AGREEMENT

NEW VISIONS/NEW MEXICO CONTRACT AWARDS 2008

I have submitted to the New Mexico Film Office, which means and includes the New Visions Board of Advisors and any and all reviewers of submissions, (hereinafter "you" or "your") certain Material, including the title and all other elements thereof (hereinafter collectively referred to as the "Material") described as follows:

Project title _____

Supporting materials _____

Such submission is made for consideration in the **2008 New Visions/New Mexico Contract Award** program, pursuant and subject to the following understanding, terms and conditions:

1. I have retained at least one copy or duplicate of the Material submitted to you, and I release you from any liability, loss and/or damage to the copy or copies submitted by me. I understand that your returning the Material to me shall not terminate or affect any rights or obligations under this agreement.
2. I am at least 18 years of age, and agree that I am voluntarily disclosing the Material to you. I agree that any discussion we may have with respect to the Material shall not constitute any agreement express or implied as to the purchase or use of any such Material which I am hereby disclosing to you either orally or in writing. I agree that you have no obligations to me with respect to the Material except as set forth in this agreement, and that no other obligations exist or shall be deemed to exist until each of us has executed a separate written agreement between us with respect thereto. It is understood and agreed that no confidential or fiduciary relationship is established by my submitting the Material to you hereunder or by reason of this agreement.
3. I understand and acknowledge that I have no greater rights to the Material than those rights that are created under the applicable copyright laws, and I understand and acknowledge the possibility that you, or any one or more of your members, directors, officers, employees or agents may be exposed to or may develop materials and ideas which may be similar to those of the Material. I understand and acknowledge that I will not be entitled to any compensation because of the use of any such similar material which is independently conceived and created other than with respect to any rights which I may have under the applicable copyright laws.
4. I agree that I will at no time assert against you (or any of your members, directors, officers employees or agents) any claim based on an assertion of plagiarism, idea theft, confidential or fiduciary relationship or any other theory relating to the Material. I hereby absolutely release and forever discharge you (and each of your members, directors, officers, employees, and agents) from any and all claims, liabilities, damages, legal fees, costs, actions and causes of actions against you (or any of your members, directors, officers, employees or agents), whether now known or unknown, suspected or not suspected, asserted or not asserted, of any type which I now may have or which I may have at any time in the future, which in any way relate to the Material.
5. I agree that I must give you written notice by certified or registered mail at your address as set forth hereinabove of any claim arising in connection with said Material or arising in connection with this agreement, within the period of time prescribed by the applicable statute of limitations, but in no event later than thirty (30) calendar days after I acquire knowledge of such claim, or thirty (30) days of the time I acquire knowledge of facts sufficient to put me on notice of any such claim. Further, I acknowledge and agree that in the event of a breach of this agreement by you, I shall be entitled to liquidated damages in an amount equal to the amount you customarily pay for material of this nature taking into consideration my experience and stature in the film and television production industry.
6. Any dispute concerning said Material or this agreement, including but not limited to the validity of this agreement, the originality of the Material, the question of any use by you of said Material, or the reasonable value of said Material, shall be submitted to the jurisdiction of the state courts of the State of New Mexico or to the jurisdiction of the United States District Court for the District of New Mexico. I hereby waive, and agree not to assert, by way of motion, a defense, or otherwise, in any such suit, action or proceeding, any claim that I am not subject personally to the jurisdiction of the above-named courts, that my property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court (provided, however, that the then applicable jurisdiction minimums are not waived). I hereby consent to service of process by registered mail at the address to which notices are to be given.
7. I hereby warrant and represent that: (a) the Material was created and is solely owned by me, and no other person, firm or corporation has any right, title or interest therein or thereto; (b) I have full right to submit the Material to you upon all of the terms and conditions stated herein; and (c) the description of the Material as herein specified contains all of the elements thereof. I shall indemnify you and your successors, assigns and affiliated and related entities (each an "Indemnified Party") from and against any and all claims, expenses, damages, actions, causes of action, losses or liability (including reasonable attorneys' fees) that may be asserted against, imposed on or incurred by any Indemnified Party at any time in connection with the Material.
8. Either party to this agreement may assign or license its rights hereunder, but such assignment or license shall not relieve such party of its obligations hereunder. If more than one party signs this agreement as the submitting party, then references to "I" or "me" throughout this agreement shall apply to each such party, jointly and severally. Should any provision or part of any provision be or become void or unenforceable, such provision or part thereof shall be deemed omitted, and this agreement with such provision(s) or part(s) omitted shall remain in full force and effect. This agreement shall at all times be construed so as to carry out the purposes stated herein.
9. I hereby state that I have read and understand this agreement and all of its provisions and that this agreement states our entire understanding regarding the Material. No oral representations of any kind have been made to me and there are no prior or contemporaneous oral agreements in effect between us pertaining to the Material. This agreement may not be changed, modified, terminated or discharged except in writing signed by both you and me. I understand and acknowledge that you would not accede to my request that you receive and consider the Material without my agreement to the above terms and conditions. This agreement, regardless of where executed or performed, shall be governed by, construed and enforced in accordance with the laws of the State of New Mexico applicable to agreements executed and to be wholly performed therein.

I certify that the information contained in this application, including all attachments and supporting material, is true and correct to the best of my knowledge.

Signature _____ Print name _____ Date _____