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## Project **Twenty1** 2014 21-Day Filmmaking Competition Music Release Form

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

Materials: \_\_\_\_\_  
*[Title and/or description]*

Writer(s)/Composer(s): \_\_\_\_\_

Performers: \_\_\_\_\_

1. For good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned ("Licensor(s)") (each to the extent they own such right) hereby grant to \_\_\_\_\_ ("Team Leader") and to Project Twenty1, the non-exclusive royalty-free right and license throughout the world in perpetuity to: use, perform, distribute, broadcast, synchronize, exhibit, re-record, reproduce and perform the Materials and/or excerpts from the Materials as part of or in connection with (a) a motion picture ("Film") being produced by Team Leader as part of the Project Twenty1 Filmmaking Competition ("Competition") and (b) behind the scenes recordings taped, filmed, recorded and/or otherwise produced by Project Twenty1 with regard to the Competition and the making of the Film ("Documentary Footage"). For the purposes hereof, the Film and the Documentary Footage shall collectively be referred to as the "Footage". Team Leader and Project Twenty1 shall collectively be referred to as "Licensees".

2. All rights not expressly granted herein are reserved by Licensors.

3. Licensor(s) hereby irrevocably grants to Licensees and those acting under their authority, the non-exclusive royalty-free right and license throughout the world in perpetuity to use and publish (a) the Licensor(s)'s name(s) and trademark(s) (as provided to Licensee by Licensor) in connection with the Materials and any use thereof in connection with the Footage. Licensor(s) waives any right to inspect and approve the use of the Licensor(s)'s name(s) or mark(s) and will not hold Licensees responsible for any damages resulting from the use of the Licensor(s)'s name(s) or mark(s).

4. Licensor(s) warrants and represents that: (a) Licensor(s) individually or collectively owns 100% of the rights in and to the Materials (and the master recording embodied therein) and the Licensor(s) name, including, without limitation, all copyrights and trademarks, and have not assigned such rights to any third party; (b) Licensor(s) has all rights necessary to enter into and fully perform this agreement including all rights to the vocal and musical performances embodied in the Materials and any necessary artists' consents for the use of the Materials as specified herein; (c) the Materials are an original work and the have not been previously published by any third party; (d) the Materials do not infringe the copyrights or any other rights whatsoever of any person or entity; (e) no adverse claim exists with respect to the Materials or Licensor(s)'s right to license same; (f) the proper exercise by Licensees of the rights granted herein will not violate the rights of any third party; (g) Licensor(s) is not a member of or a signatory to any union having jurisdiction over Licensor(s)'s obligations or grant of rights under this agreement; (h) the Materials were not created under any union having jurisdiction over Licensor(s); and (i) the use of the Materials as provided hereunder is not subject to any union jurisdiction. Licensees and all of its agents and assigns shall not be responsible for any payments due to any third party,



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including those under any union contract. Licensor(s) warrants and represents that Licensees and all of their agents and assigns shall not be responsible for the payment of public performance fees for any of the uses outlined herein.

5. Licensor(s) hereby agree to indemnify, defend and hold harmless Licensees, their officers, directors and employees, and their respective associated or affiliated companies, successors, assigns, and licensees (hereinafter called "Indemnitees") from and against any and all claims, suits, actions and any damages, costs, charges, legal fees and disbursements, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature including attorneys' fees which may arise by reason of any breach by Licensor(s) of any of its warranties or representations hereunder or claim of violation of any other rights resulting from any authorized use made by the Indemnitees of the Materials or the Licensor(s) name. All costs incurred by Indemnitees in enforcing Licensor(s)'s indemnity obligations hereunder, including but not limited to attorneys' fees and court costs, shall be borne by Licensor(s).

6. Licensor(s) agree that nothing herein will constitute any obligation on the Licensees to make use of the rights set forth herein.

7. This agreement and all matters or issues collateral thereto shall be governed by the laws of the State of Pennsylvania, applicable to contracts made and to be performed entirely therein, without regard to conflicts of laws principles. The parties hereto consent to the venue and jurisdiction of the federal, state and local courts in Norristown, Pennsylvania.

8. This document is a complete and exclusive statement of the terms and conditions of this agreement and may not be changed orally but only in writing signed by all parties hereto. This agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors, licensees and/or assigns.

ACCEPTED AND AGREED:

LICENSORS: [Include all band members, writers/composers and any other individuals having any rights in or to the Materials or the band name licensed hereunder. Include printed address/phone/email of one signatory] [Note, all Licensors must be of legal age in the state in which they live, otherwise, their parent or legal guardian will also have to sign]

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_



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**If Signatory is under 18:**

I represent and warrant that I am the parent or guardian of the minor whose name appears above, that I have read and approve of the foregoing agreement and release, and consent to its execution by my child/ward. I hereby release the Licensees as set forth and in accordance with the foregoing agreement from any claims and/or causes of action I may have against them of any nature whatsoever. I hereby fully and unconditionally guarantee my child's/ward's licenses, releases and waivers as set forth above.

Name (please print): \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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