

Copyright and Right of Publicity Agreement

The purpose of this agreement is to clarify who will own certain rights in a film or other audiovisual work (the "Work") created by more than one individual.

Please state the title of the Work: _____

Please list below the names of each of the individuals who contribute to the Work and the role(s) (e.g. director, composer, film editor, sound editor, sound designer, script writer, lighting technician, sound technician, actor, etc.) that each individual plays in the creation of the work:

<u>Name</u>	<u>Role(s) (please list all that apply)</u>

Each of the foregoing individuals shall be referred to in this agreement as a "Contributor" and collectively as "Contributors." Any of the foregoing individuals whose name, voice, signature, photograph, image or likeness appears in the Work may also be referred to in this agreement as an "Actor."

The owner of the Work will have the right to commercialize, display, sell, reproduce and distribute the Work. Once this agreement is signed, the owner of the work will have those rights even if some of the individuals who contributed to the work object at some time in the future. Please state who will own the Work:

_____. This individual shall be referred to in this agreement as the "Owner."

The Contributors, Actors and Owner shall be referred to in this agreement collectively as Parties or individually as a Party.

The Parties agree as follows:

Each Contributor hereby assigns to Owner all right, title, ownership and interest, including without limitation, any and all copyrights and any renewals and extensions thereof, now in the United States or any other country or countries, that they may have in the Work, and all actions and causes of action, related to the foregoing and all damages, profits, penalties and other recoveries related thereto.

Each Contributor hereby waives the “moral rights” of authors (i.e. droit moral) as that term is commonly understood throughout the world. To the extent permitted by law, each Contributor assigns all such moral rights to the Owner.

Each Actor agrees that Owner shall have the right to use and permit others to use Actor’s name, photograph, likeness, voice (or simulation thereof), and or biography in advertising, publicizing, promoting, commercializing and exploiting the Work or any part thereof.

The Parties represent and declare that in executing this agreement they rely solely upon their own judgment, belief and knowledge. The Parties further acknowledge that they have either relied upon the advice and recommendations of their own independently selected counsel, concerning the nature, extent, and duration of their rights and claims, or have had the opportunity to consult with counsel and have chosen not to retain and consult with counsel. The Parties expressly acknowledge that they have not been influenced to any extent whatsoever in executing the same by any representations or statements covering any matters made by any other Party or by any person representing any other Party.

This agreement may be executed in counterparts each of which shall be deemed to be an original instrument, and all of which together will constitute one and the same agreement. A copy or facsimile of a signature may be used for all purposes as if it were an original.

Upon execution by all Parties, this agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations and understandings with respect to the subject matter hereof. This agreement shall not be varied except by an instrument in writing executed by the Parties. No provision in this agreement may be waived except by an instrument in writing executed by the Parties.

This agreement and any disputes arising from it will be governed by California law.

This agreement is between the Owner and the Contributors of the Work. California Institute of the Arts (“CalArts”) is not a party to this agreement and shall have no involvement in any disagreements arising from copyright or right of publicity disputes. The Parties must resolve such disputes without any involvement of CalArts.

If you are under 18 years old, your parent or legal guardian must sign this agreement on your behalf and indicate the same by stating “[Parent or Guardian’s name] for [Party’s name]” on the line above “Printed Name.”

[SIGNATURES ON NEXT PAGE]

CAUTION: BY YOUR SIGNATURE HEREINAFTER, YOU ACKNOWLEDGE YOU HAVE READ AND
CONSENT TO ALL TERMS CONTAINED IN THIS AGREEMENT.

AGREED:

_____ Printed Name	_____ Signature	_____ Date
_____ Printed Name	_____ Signature	_____ Date
_____ Printed Name	_____ Signature	_____ Date
_____ Printed Name	_____ Signature	_____ Date
_____ Printed Name	_____ Signature	_____ Date
_____ Printed Name	_____ Signature	_____ Date
_____ Printed Name	_____ Signature	_____ Date
_____ Printed Name	_____ Signature	_____ Date