

ASSIGNMENT, CONSENT AND RELEASE AGREEMENT

RESONATION MULTIMEDIA, LLC, an Arizona limited liability company (“RM”) and _____ (insert name of school) (referred to below as “School”), desire to record and/or film various artists’ performances at events that are part of or related to RM’s work for and with School.

_____ (Student Artist, Faculty Artist, or Student Band Member’s Name) (referred to below as “Artist”) desires and consents to have RM and School record and/or film Artist’s performances (“Artist’s Performances”) at such events, and further desires and consents to have RM and School publish and distribute Artist’s Performances via various media, including but not limited to videos, CDs and DVDs. RM shall license the Artist’s Performances only for home and personal use, and shall not broadcast Artist’s Performances. RM and School and Artist may be referred to hereinafter individually as a “Party,” and collectively as the “Parties.”

In consideration of allowing Artist to participate in events that are part of or related to RM’s work for and with School, and having RM and School record, film, publish and distribute Artist’s Performances, Artist does hereby assign and transfer to RM and School, all rights, title and interests in, as well as the right to use, publish, or sell, any recording or filming of the Artist’s Performances. Artist further assigns and transfers to RM and School all income, royalties, and payments now or hereafter due or payable with respect to the publishing, recording, distribution, or sale of Artist’s Performances. Artist agrees to execute all papers and to perform such other proper acts as RM and School may deem necessary to secure for RM and School or its designee the rights assigned herein. Artist warrants that Artist has not entered into any other agreement that would preclude this Agreement.

Artist does hereby forever release and discharge RM and School and their successors, assigns, representatives, attorneys, administrators, and agents from any and all liabilities, claims, demands, debts, damages, obligations, causes of action or suits at law or in equity (collectively referred to as “Claims”), of any and every kind, nature, or description whatsoever, which Artist, its agents, parents, guardians, or assigns may have now or in the future, or assert against RM and, or School relating to the recording, use, publication, or sale of any of Artist’s Performances, whether such Claims are known or unknown, knowable or unknowable, suspected or unsuspected.

This Agreement shall be governed by Arizona law, and shall be construed in accordance with its plain language. If any action or proceeding shall be instituted by any Party, or any representative thereof, related to any claim arising out of or related to this Agreement, all Parties and their representatives hereby consent and will submit to the jurisdiction of, and agree that venue is proper in Maricopa County, Arizona. In the event a court action is brought to enforce or interpret this Agreement, the prevailing Party in that proceeding or action shall be entitled to reimbursement of all of its legal expenses, including, but not limited to, reasonable attorneys’ fees and court costs incurred. The prevailing Party shall be entitled to reimbursement of all such expenses both in the initial proceeding or action and on any appeal therefrom.

Neither RM, School, nor the Artist has any authority to enter into any contracts or assume any obligations for the other, or to make any warranties or representations on behalf of the other. Nothing in this Agreement shall be considered to establish an employment relationship or a relationship of partners or joint venturers between RM, School and the Artist. Under no circumstances shall either Party be liable for the debts or obligations of the other or for the wages, salaries or benefits of the other’s employees.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements. Any proposals or other documents prepared by either Party preparatory to execution of this Agreement shall be considered mere negotiations leading to this Agreement and shall not be considered in the interpretation of the provisions of this Agreement.

To the extent any provision of this Agreement is deemed unenforceable for any reason, the unenforceable provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall remain in full force and effect.

Date: _____

ARTIST:

Signature of Artist

Address of Artist (Street, City, State, Zip Code)

Email Address of Artist

Printed Name of Artist

Signature of Parent/Guardian if Artist is Minor (Under the age of 18)

Printed Name of Artist's Parent/Guardian

RESONATION MULTIMEDIA, LLC:

By: Mark Greenburg
Its: Manager

SCHOOL

By: _____
Its: _____