

Hello, you excellent person.

There's a Certification / Release / Indemnification form everyone needs to sign before doing a *Stage 33 Live* taping. It's to cover everyone's butts — yours and ours — by spelling out everything as completely as possible, even stuff that'll probably never happen. We know that you're stand-up, and you know that we are. But, for instance, we don't want to use the recording that we make of you in a way that you didn't realize we might... or, for instance, if you sign with a publisher or label or manager or something and their lawyers decide to come after us for who-knows-what to justify their retainers, we don't want that. None of us knows what weirdness (and goodness!) the future holds.

If we don't have a signed copy of the release from you (and all members of any ensemble you might be on stage with), we won't be able use the recording in any way, including sharing it with you. Be sure to sign the release and give it to somebody on the *Stage 33 Live* team.

Please read and understand the form before you sign it. Ask questions if you've got 'em. Among other things:

- You're guaranteeing that you'll be performing your own original material (or helping somebody else do theirs), and accepting the responsibility if it's not.
- You're saying that you know we're recording you for broadcast and webcast and other distribution.
- And that we just own this particular recording, not your actual material.
- And that maybe we'll offer best-of compilations or something to raise funds to support the project someday.

We're not trying to be creepy, or lawyerly, or freak you out, or steal from you, or anything slimy. We just want to make sure we're all on the same page, you and us. That we've got each other's backs. But there are others on this good earth who don't operate in the same reality as the rest of us.

Thank you for making the world a better place with your thoughtfulness and intelligence and compassion.

Name of band / performer / presenter:

Recording date:

STAGE 33 LIVE
33 BRIDGE ST, BELLOWS FALLS, VT
WWW.STAGE33LIVE.COM

Please provide a set list, or brief description if it's not a music thing. (If you're part of an ensemble, only one of you needs to fill this part out — although each person does still need to sign a release form.)

Include writing/author/performer credits the way you'd like them presented.

This all helps makes sure that you and your material are properly attributed and promoted.

Name of individual:

Recording date:

STAGE 33 LIVE
33 BRIDGE ST, BELLOWS FALLS, VT
WWW.STAGE33LIVE.COM

[CREATOR, PERFORMER, SPEAKER, PRESENTER, PARTICIPANT] CERTIFICATION, RELEASE, & INDEMNIFICATION AGREEMENT

PAGE 1 of 2

The undersigned hereby certifies and agrees that (check all that apply):

- The material performed or presented is your original creative and intellectual property, and you hold all legal rights to grant permissions of use, etc., as described in this document; and/or
- the material is in the public domain; and/or
- your use of any copyrighted material falls under legal fair use.

You accept all legal repercussions and obligations resulting from copyright infringement.

The undersigned hereby grants Stage 33 Live and its licensees and assigns:

1. Permission to make and edit recordings of your likeness, voice, and performance; all rights, title, and interest to the recording(s); and a non-exclusive, worldwide, royalty-free license to broadcast, syndicate for broadcast, transmit, reproduce, display, distribute, and otherwise use the recording(s) in whole or in part in any format, including but not limited to audio, video, and photographic.
2. The right to broadcast or transmit, and allow others to broadcast or transmit, all or part of the recording(s) one or more times over any radio, television, internet, or satellite station or channel, whether terrestrial, cable, internet, or other system.
3. The right, and the right to allow others the right, to use the name(s) or title(s) of the performance(s), presentation(s), or other creation(s) recorded; the name, logo or other identifying mark, graphics, and photos of the performing or presenting entity; and your own name, image or likeness, and biography in connection with the recording(s). (This material may be used in promotion, but not as an endorsement of any product or service.)
4. The right to combine recording(s) of you with other recordings in the production of audio, video, or any other media.
5. The right to reproduce all or part of the recording(s) on phonorecords, compact discs, downloadable formats, or any other form of reproduction that may exist now or come into being later. (The likelihood of us doing anything like this is vanishingly small. If we ever do, we'll make every effort to contact you about it first.)
6. The right to assign, transfer, or license the rights enumerated in this document.
7. Release and discharge from any and all liability arising out of or in connection with the recording, production, reproducing, exhibiting, distributing, publishing, transmitting, or otherwise using the recording(s).
8. You hereby assign to Stage 33 Live any and all copyright you may have in the recording(s) of you under the terms of this agreement. (You still own all of your own material, this is only about the recordings we're making.)

The undersigned hereby indemnifies Stage 33 Live and its licensees and assigns, and associates.

1. It is agreed that neither party shall be under any financial obligation to the other pursuant to the execution of this agreement. You agree to receive no compensation, now or in the future, in connection with Stage 33 Live's exercise of the rights granted in this agreement.
2. You hereby agree to indemnify and hold Stage 33 Live, The Island Corporation, 33 Bridge Street and its tenants, conforming syndicating broadcasters, distributors, and all members, volunteers, employees, officers, directors, agents, assigns, and others associated with these and similar legitimately and legally participating entities harmless from any fees, penalties, liabilities, claims, losses, or damages (including reasonable attorney's fees) arising out of a third

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PAGE 2 of 2

party claim incurred within the terms of this agreement.

3. You hereby release and forever discharge the previously enumerated entities and individuals from any and all claims, demands, rights, and causes of action of whatever kind, caused by or arising from Stage 33 Live's exercise of the rights granted herein, including all claims for libel, invasion of privacy, or infringement of rights of copyright and publicity.

The undersigned hereby acknowledges that:

1. Stage 33 Live owns only the recordings made during your participation in Stage 33 Live. You retain all your rights to continue to record, perform, publish, and pursue your talents and creations in any way. All rights not expressly granted herein to Stage 33 Live are reserved by you.
2. Stage 33 Live will provide you with a digital copy of the recording(s) for you to do with as you please if you ask within 14 days of the date of recording. Stage 33 Live isn't obligated to maintain an archive of any recordings. If you release recordings or other materials made by Stage 33 Live, we ask that you provide credits to Stage 33 Live for engineering, recording, editing, mixing, etc., as appropriate on the packaging, web page, etc.
3. This agreement supersedes any previous understandings or agreements.
4. This agreement shall be binding upon and inure to the benefit of the respective parties, their successors and assigns, and shall be governed by and interpreted in accordance with the laws of the State of Vermont.
5. If any part of this agreement is found to be invalid or unenforceable, it shall not affect the balance of this agreement.
6. You have read and understand the terms of this agreement and, by signing, agree to be bound by its terms.

The undersigned hereby warrants that:

You have the unfettered right to enter into this legal agreement; and fully authorized to grant all certifications, releases, indemnifications, and rights; and are doing so of your own free will without coercion of any kind.

By signing this document, both parties agree that these terms are acceptable.

Performer / Presenter / Artist / Right Holder:

Authorized Representative of Stage 33 Live:

Date ^

Date ^

Signature ^

Signature ^

Print name ^

Print name ^

Preferred contact info:

Title ^