

## **AGREEMENT**

This AGREEMENT is made by and between Folkstreams Inc. ("Folkstreams"), a 501(c)(3) non-profit corporation organized and existing under the laws of the Commonwealth of Virginia and \_\_\_\_\_ ("Author"), an individual residing at \_\_\_\_\_ as of the date entered below (the "Effective Date").

WHEREAS the Author has created and owns rights in an audiovisual work entitled \_\_\_\_\_ (the "Work"); and

WHEREAS the Author is desirous of having Folkstreams feature the Work on Folkstreams' Internet site and to make viewing of the Work available on the site; and

WHEREAS Folkstreams is desirous of featuring the Work on Folkstreams' Internet site and making viewing of the Work available on the site.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows.

### **I. Definitions**

"Internet Streaming Technology" means a data transfer technique that allows the user to see and hear video files and hear audio files over the Internet.

"Means and Methods" means any means or method, whether now known or hereafter created or devised, including but not limited to, Internet transfers and streaming, film of all widths and gauges, tapes, cassettes and discs, and in any and all media, whether now known or hereafter created or devised.

"Territory" means any place where the origination, relay, or receipt of Internet transmissions is or may become possible.

### **II. Non-Exclusive Grant of Duplication and Internet Transfer Rights**

The Author hereby grants Folkstreams the right to make a master copy of an original copy of the Work supplied to Folkstreams by the Author. It is understood and agreed that Folkstreams will cause the original copy to be stored in the archives of the Southern Folklife collection at the University of North Carolina at Chapel Hill, where the University of North Carolina at Chapel Hill will limit its use to scholarly research.

The Author further hereby grants Folkstreams the non-exclusive right to use the master copy to distribute the Work through Internet Streaming Technology.

The Author further grants Folkstreams the nonexclusive right to make up to a three minute video clip of the Work available for Internet download to promote the Folkstreams website and to enable users to sample a portion of the Work. Users will have the right to copy and share the video clip, as it will be licensed under the version of the Creative Commons agreement available as of the Effective Date at <http://creativecommons.org/licenses/by-nc-nd/2.0/legalcode>.

### **III. Representations and Warranties**

## **1. Representation and Warranty of Copyright**

The Author hereby represents and warrants that the Author is the sole and exclusive owner of the copyright in and to the Work and that the Author has the full right and authority to grant the rights herein granted, in all media throughout the Territory, and that Folkstreams needs no other party's authorization or permission to be able to exercise the rights granted it herein with respect to the Work.

The Author further represents and warrants that the Author has the right to exhibit, publicize, and otherwise utilize and exploit the Work, in perpetuity now or hereafter known at any time throughout the Territory, by any and all Means and Methods.

## **2. Representation and Warranty of Right to Show Persons**

In regards to the persons appearing in the Work, the Author hereby represents and warrants that the Author has the right to use each person's name or any variant thereof and said person's picture, photograph, portrait or representation, or any simulation thereof ("Personae") in and in connection with the Work.

The Author further represents and warrants that the Author has the right to exhibit, publicize, and otherwise utilize and exploit the Personae as contained in the Work, in perpetuity now or hereafter known at any time throughout the Territory, by any and all Means and Methods. The Author also represents and warrants that Author has the right to use the Personae as contained in the Work in trailers, promotion, and advertising for the Work.

## **3. Representation and Warranty of Right to Use Life Story**

Should the Work represent in any manner or fashion events pertaining to a person's experiences or life, the Author hereby represents and warrants that the Author has the right to depict, portray and represent the person and said person's life and the episodes, exploits, events, incidents, situations and experiences associated with or related to said person's life ("Life Story") in and in connection with the Work.

The Author further represents and warrants that the Author has the right to exhibit, publicize, and otherwise utilize and exploit the Life Story as contained in the Work, in perpetuity now or hereafter known at any time throughout the Territory, by any and all Means and Methods. The Author also represents and warrants the right to use the Life Story as contained in the Work in trailers, promotion, and advertising for the Work.

## **4. Representation and Warranty of Right to Use Pre-Existing Copyrighted Material**

The Author hereby represents and warrants that the Author has the right to photograph and reproduce all the copyrighted material which appears in the Work ("Material"). Such Material includes but is not limited to: motion pictures, artwork, musical compositions and recordings, trademarks, business names, logos, corporate designs, books, newspapers, magazines, and other copyrighted publications.

The Author further represents and warrants that the Author has the right to exhibit,

publicize, and otherwise utilize and exploit the Material as contained in the Work, in perpetuity now or hereafter known at any time throughout the Territory, by any and all Means and Methods. The Author also represents and warrants the right to use the Material as contained in the Work in trailers, promotion, and advertising for the Work.

**IV. Duty to Identify**

In the event the Author is unable to make one or more of the representations or warranties listed above, the Author hereby assumes the duty to notify Folkstreams in writing of any and all portions of the Work for which the Author is unable to make the required representations and warranties. Folkstreams hereby reserves the right to exclude from its Internet transfer or streaming of the Work any and all materials for which the Author is unable to make the required representations and warranties.

**V. Duty to Indemnify**

The Author shall defend, indemnify, make good, save and hold harmless Folkstreams, its successors and assigns from and against any losses, damages, costs, charges, reasonable attorneys' fees, recoveries, actions, judgments, penalties, expenses and other loss whatsoever which may be obtained against, imposed upon or suffered by Folkstreams, its successors and assigns, arising out of, relating to or by reason of the breach of any warranty, covenant, agreement or representation made by the Author in this Agreement.

**VI. Applicable Law**

This Agreement shall be construed and interpreted pursuant to the laws of the Commonwealth of Virginia applicable to agreements made and to be performed entirely therein, and the parties consent to the jurisdiction of the courts of Virginia (including the federal courts located in Virginia, should federal jurisdictional requirements exist) in any action brought to enforce (or otherwise relating to) this Agreement.

Effective this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**FOLKSTREAMS INC.**

**AUTHOR**

\_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_