

AGREEMENT REGARDING USE OF COPYRIGHTED MUSIC

This Agreement Regarding Use of Copyrighted Music dated _____, 201_ is hereby executed by and between _____ (“Participant”) and Cheer America (“Producer”).

WHEREAS Producer is committed to full compliance with the U.S. copyright laws, and

WHEREAS Producer requires confirmation that any custom arrangements or adaptations of musical works used in connection with Participant’s routine (including so-called “mash-ups,” “remixes” and the like) (hereinafter, “Derivative Works”) were lawfully created, and authorized for Participant’s use, and

WHEREAS Participant acknowledges its access to the foregoing information,

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. Participant represents, warrants and covenants that all necessary permissions have been obtained in connection with Participant’s possession and use of any Derivative Work, and that all associated license fees and costs have been paid in connection therewith. *[For avoidance of doubt, Producer shall be solely responsible for any fees related to the public performance of Derivative Works at Producer’s contests and events].*

2. Participant shall promptly notify Producer of any fact, event or circumstance that would make any representation, warranty or covenant provided by it untrue or inaccurate in any respect.

3. Participant shall defend, indemnify and hold harmless Producer and all of its respective directors, officers, employees, agents, contractors and consultants from and against any and all claims, actions, demands, legal proceedings, liabilities, damages, losses, judgments, authorized settlements, costs and expenses as incurred, including without limitation, attorney’s fees, arising out of or in connection with any alleged or actual infringement by Participant and/or its employees, representatives, agents or contractors of any intellectual property rights of any third party. For avoidance of doubt, Participant’s indemnification obligations shall not extend to the percentage of a claimant’s claims attributable to Producer’s negligence or other fault.

4. In the event it becomes necessary to enforce the terms of this Agreement, Participant agrees to submit to the jurisdiction of the state and federal courts sitting in Austin, Texas and/or any jurisdiction in which a cause of action has been asserted against Producer which implicates Participant’s contractual obligations hereunder.

AGREED AND ACCEPTED:

PARTICIPANT:

By: _____
An Authorized Signatory

PRODUCER:

By: _____
An Authorized Signatory