



# SPECIAL EVENTS

Special Events Department ■ Sunset Park ■ 2911 E. Sunset Road, Las Vegas, NV 89120

## Video Release Agreement

This agreement (this "agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between Clark County Parks & Recreation, ("COUNTY") and \_\_\_\_\_ ("Licensee") for filming of the 9<sup>th</sup> Annual Reggae In The Desert, to be held June 12, 2010 at the Clark County Government Center Amphitheater, located at 500 S. Grand Central Parkway. In consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, "COUNTY" and "Licensee" hereby agree as follows:

1. "COUNTY" shall, at all times throughout the Term, have complete control over the Performance format and the services which Performer(s) is obligated to render under and in accordance with this agreement, including but not limited to control over the Performance format, sound levels and language, during performance. Performer agrees that it will adhere to the agreed upon time and content of the Performance.
2. "Licensee" shall indemnify, defend and hold "COUNTY", its members, agents, employees, officers, directors, attorneys and affiliates harmless from and against any and all losses, claims, obligations, demands, assessments, penalties, liabilities, costs, damages, and reasonable attorneys' fees and expenses asserted against or incurred by "COUNTY" by reason of or resulting from (a) any personal injury or property damage caused to any person or entity by a negligent or willful act or omission of "licensee" or his/her/its agents or employees, or (b) any breach by "licensee" of any of the terms or conditions of this Contract.
3. "COUNTY" may terminate this agreement without liability at any time if "COUNTY", in good faith and in its sole discretion, believes that "licensee" is guilty of any conduct (occurring prior to this contract or at any time thereafter until the date of Performance) which tends to bring "Licensee" or "COUNTY" into disrepute before the general public. Such conflict includes, but is not limited to: conviction of any misdemeanor (excluding traffic citations) acts of domestic violence committed by "licensee", abuse of drugs and/or alcohol and, any and all acts of moral turpitude (the "Misconduct"). "licensee" represents to "COUNTY" that there has been no such Misconduct prior to the agreement except as disclosed on an attached exhibit to be provided by "licensee". Breach of that representation, or any Misconduct which occurs from the date of this agreement to the date of Performance, shall give "COUNTY" cause to terminate this agreement pursuant to this Section. In the event of termination pursuant to this Section, "COUNTY" shall have no liability under this agreement.

4. This agreement constitutes the entire contract between the parties and supersedes any prior agreement or understanding between the parties relating to the subject matter hereof.
5. Each party shall bear its own attorneys' fees and costs incurred in connection with the negotiation, drafting, review and finalization of this agreement except that, in the event either party brings an action to enforce any of the terms of this agreement or for breach of this agreement, the prevailing party shall be entitled to his/her/its reasonable attorneys' fees and costs.
6. This agreement shall be governed, construed and enforced in accordance with the laws of the State of Nevada. The parties agree that any litigation relating directly or indirectly to this agreement shall be brought before and determined by a court of competent jurisdiction within the County of Clark, State of Nevada.
7. The following parties: Clark County Parks and Recreation ("COUNTY"), and \_\_\_\_\_ ("licensee") and their respective assignees, have mutually agreed to the following copyright policy:

All rights to the master recording with regard to the televised event are solely the property of the above-mentioned, namely Clark County Parks and Recreation who will receive one (1) beta cam SP dub. One (1) Beta cam SP dub will be made of the event and kept on file at Clark County Parks & Recreation located at 2911 E. Sunset Road, Las Vegas, NV 89120. Duplication of the master videotapes or of "licensee" copy for sale or any other purpose without written consent by Clark County Parks and Recreation is prohibited with exception to the following; "licensee" and its assignees may use the available footage (both audio and video) for future non-commercial, promotional opportunities. These opportunities are but not limited to the following; television, print, radio, and other mass media used specifically to promote past, present or future events.

"COUNTY" reserves all rights with respect to "licensee" use, licensing and exploitation of all ideas, concepts, and materials, which were originated by "COUNTY" or which "COUNTY" may obtain from Talent or from any other party that relate specifically to the Program. "Licensee" hereby acknowledges and agrees that it shall obtain all clearances, consents and licenses necessary to exercise its rights under this Agreement.

"Licensee" has the right to use this non-commercially throughout the universe, for a period of one (1) year commencing from the initial broadcast of the Special Event/Program. Any exhibition and/or release in connection herewith shall clearly identify Talent's performance therein as a "COUNTY" production.

8. It is understood and agreed that "licensee" shall have the nonexclusive right after the Distribution Period, as defined above, to reproduce, distribute, exhibit and disseminate the Program. "Licensee" and "COUNTY" shall negotiate in good faith to determine a royalty payment within industry parameters to be paid by "licensee" to "COUNTY" for the exercise of such right. It is further understood that "licensee" shall obtain all consents, releases, licenses and clearances from all artists, back up singers, accompanists and any other parties necessary or required for "licensee" to exploit the Program.

9. Notwithstanding the foregoing, "COUNTY" shall have final approval rights over the airing of the Program.

**All parties are in agreement as set forth by the above statement.**

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first above written.

Clark County Parks & Recreation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Special Events Department

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Address: 2911 E. Sunset Rd  
Las Vegas, NV 89120  
Telephone: (702) 455-8838  
Fax: (702) 263-5284  
Email: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_