

## Intellectual Property Rights, Likeness and Equipment Agreement

This Intellectual Property Rights, Likeness and Equipment Agreement (Agreement) is between the ABCs of Attraction (ABC), and \_\_\_\_\_ (Student). This Agreement is effective immediately.

ABC, as part of its business, occasionally films its students, to document various social settings that the student may be in. This recording is the sole property of ABC, and Student grants ABC a perpetual license to use their likeness for this documentation (the intent of which is to provide in house education purposes only without public dissemination by either parties).

At the conclusion of the recording, ABC will give the recording to the Student for their own personal use, as a training guide. This footage is still the intellectual property of ABC, and Student is granted a perpetual limited license to view the recording for their own personal use only. ABC does not grant any rights to the Student to show this recording in any other venue or format.

Student understands and agrees that the footage provided by ABC is owned exclusively by ABC. The Student may not broadcast or show this footage in any public forum, anywhere, including but not limited to, social media, and its use is solely intended for the Student's private viewing. The Student must get written permission from ABC in order to use any recordings in any way not already authorized.

Should Student breach this agreement, he agrees to be liable for all damages caused by the breach.

Use of Equipment- ABC may loan various equipment to them as part of the recording process. This may include and not be limited to cameras, audio recording equipment, and support equipment. Student agrees to remain liable for any loss or damages to this equipment while in the possession of Student. Normal wear and tear will not be included, which will be determined by ABC.

This Agreement constitutes the entire agreement between ABC and Student. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Any

addition to this Agreement shall be of no force or effect unless it is in writing and signed by both parties.

If any part of this Agreement is deemed to be invalid by any court or arbitration, that part will become null and void. The balance will continue to have full force and effect.

California law shall govern this Agreement. Any litigation between the parties will take place in the state or federal courts of Los Angeles County, and both parties submit to the jurisdiction of and venue in such courts. Prevailing party shall be entitled to reimbursement for reasonable attorney fees.

Both Parties warrant and represent that they are legally entitled and have the power to enter into this Agreement, and to carry out their obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the effective date.

ABCs of Attraction

Student

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)