

Artist License and Release

This license and release is entered into as of the _____ day of _____ (month), 200____, by and between _____ (“Representative”) as appointed representative of _____ (“Artist”), and CBS Radio Inc. of Maryland, d/b/a WPGC(FM) (“Station”). In exchange for the opportunity to receive promotion through the posting on Station’s Internet website (www.wpgc955.com) of videos and/or photographs (the “Content”) submitted to Station as part of Station’s Home Jams Video Promotion:

- (1) Representative, on behalf of Artist, grants Station, its parent companies and affiliates a license and right to use, publicly perform, transmit, synchronize in timed relation to visual elements, and distribute, all or any portion of the Content, including both audio and visual components, now or in the future, on and via Station’s internet website. Representative hereby assigns to Station whatever rights or interests are necessary in order to facilitate the posting, use, performance and/or distribution of the Content on and via Station’s internet website;
- (2) Representative and/or Artist shall retain any and all other rights or interest in the Content, and Station acknowledges that Representative/Artist is and will be the sole owner of all such rights in and to the Content, for all purposes, including but not limited to copyrights. Representative and Artist shall have no right to and will not receive payment or compensation from Station, its parent companies or affiliates, in connection with Station’s use of the Content, the underlying musical composition, or the exercise of any of the rights granted under this agreement. Notwithstanding the foregoing, Station will pay any royalties due to ASCAP, BMI, SESAC or SoundExchange under this agreement;
- (3) Representative warrants and represents that (i) the Content is an original work created by Artist and does not and will not violate any law, statute, regulation, or ordinance; (ii) Station’s use of the Content will not violate or infringe upon the rights of any third party, including any copyright, trademark, or other proprietary right; (iii) no part of the Content is defamatory, libelous, pornographic, or obscene; (iv) Artist is the owner of the rights licensed herein, and Artist has secured all necessary rights and releases for Station’s use of the Content as described in this agreement; (v) Representative is the duly appointed representative of Artist, and has the right and power to enter into and fully perform this agreement as representative and/or agent of Artist, (vi) Artist and any other individuals appearing in the video are eighteen (18) years of age or older and legal residents of the United States;
- (4) Representative and Artist release and agree to, at all times, indemnify and hold harmless Station and its parent companies and affiliates from any and all claims, causes of action, damages, liabilities, costs and expenses, including reasonable attorneys fees, arising out of any use of the Content as herein contemplated; and
- (5) Representative grants Station the right to use Artist’s name, professional name, nickname, recorded voice, biographical material, portraits, pictures and likeness, without compensation, for purposes of trade, advertising, promotion and publicity in connection with the Content. Representative acknowledges that Station shall not be required to include the Content on Station’s internet website, or otherwise use the Content or any part thereof.

AGREED:

**CBS RADIO INC. OF MARYLAND
D/B/A WPGC(FM)**

Signed By: _____

Date: _____

Address:

4200 Parliament Place, #300
Lanham, Maryland 20706
Phone: 301-918-0955

AGREED:

REPRESENTATIVE

Signed By: _____

Printed legal name: _____

Date: _____

Address:

Phone: _____

Name of Content being
submitted: _____
