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## TRESÓNÁ ORCHESTRA OPT-IN AGREEMENT FOR THE USE AND RENTAL OF UNLICENSED CUSTOM ARRANGEMENTS

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This agreement ("Agreement") dated as of \_\_\_\_\_ ("Effective Date"), is by and between Tresóna Multimedia, LLC, an Arizona limited liability company with principal office located at 668 N. 44<sup>th</sup> Street, Suite 210W, Phoenix, AZ 85008 ("Tresóna" or "Licensor"), and \_\_\_\_\_, c/o \_\_\_\_\_ ("Orchestra").

A. Whereas, the Orchestra has created, commissioned, rented, or been provided with charts of custom arrangements in the past, some of which may have been created without permission of the rights holders and used in public performances.

B. Whereas, the Orchestra and Tresóna acknowledge that U.S. Copyright Law presently prohibits the creation or commissioning of the creation of Custom Arrangement(s) and the sheet music embodying the Custom Arrangement(s) without securing the proper authority and license from the copyright owner (or its agent or administrator), and the Orchestra cannot use Custom Arrangements (and the sheet music of such Custom Arrangements) created by Packagers or orchestra-hired arrangers, or otherwise prepared or furnished by a conductor or a person engaged by the Orchestra, without permission or authority of the rights holders without paying the applicable license fees to the copyright owner (or its agent or administrator).

C. Whereas, by accepting the terms of this Agreement, Tresóna, on behalf of itself and certain music publishers, shall agree to waive and release the Orchestra from claims of past copyright infringement and payment of associated licensing and rental fees with respect to those previously unlicensed arrangements.

Now therefore, in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the parties agree as follows:

### 1. Definitions.

- a. **"Arranger"** shall mean a person or company engaged directly by the Orchestra to create a Custom Arrangement and/or Chart for the Orchestra.
- b. **"Copyrighted Composition"** shall mean a musical composition that is owned and/or administered by a rights holder and subject to the protections afforded to the rights holder under Title 17 of the US Code, The Copyright Act of The United States.
- c. **"Custom Arrangement License(s)"** shall mean the license authorizing the creation of a Chart or Custom Arrangement and/or sheet music for a specific ensemble, or an arrangement of a Copyrighted Composition of a Publisher Composition, now or in the future, in any physical or digital form.
- d. **"Custom Arrangement" or "Chart"** shall mean an Orchestration and/or musical notation, in physical or digital form, that embodies any arrangement of a Copyrighted Composition of a Publisher Composition, now or in the future, that is created or commissioned by the Orchestra, an Arranger, or Packager, which shall be created as a Work Made For Hire or subject to a licensing or assignment agreement.
- e. **"Orchestration"** is a term of art that means the arrangement or scoring of music for orchestral performance and the creation of music notation in physical or digital form containing the arrangement and score.



- f. **“Packager”** shall mean a person or company that prepares and/or rents Custom Arrangements to orchestras.
- g. **“Performances”** means musical performances by a symphony orchestra or substantially similar performance ensemble.
- h. **“Publisher Composition”** shall mean a musical composition in which the rights that are the subject of this Agreement are owned or controlled by a third party Publisher or songwriter, in whole or in part, solely to the extent of Publisher’s or songwriter’s ownership or control thereof in the Territory, and subject to any restrictions or limitations thereon imposed pursuant to songwriter publishing or co-publishing agreements or other applicable license, administration or similar agreements with rights holders, societies or a similar organization that administers rights in compositions.
- i. **“Publisher”** shall mean the owner or administrator of the Copyrighted Composition or any entity with a beneficial licensing right in the copyright, for which Tresóna has the authority to represent for purposes of this Agreement.
- j. **“Rental Fees”** shall mean the fees charged for the usage of Charts in Performances by the Orchestra or performance ensemble.
- k. **“Rental License”** shall mean the license to use the Charts in Performances by the Orchestra or performance ensemble.
- l. **“Unlicensed Arrangement(s)”** shall mean a Custom Arrangement(s) that has not been properly licensed by the copyright owner or their administrator or agent.
- m. **“Work Made For Hire”** shall refer to a Custom Arrangement created as a work made for hire as defined in Section 101 of the Copyright Act (title 17 of the U.S. Code) or a work assigned to a Publisher pursuant to Tresóna’s standard assignment agreement. For clarification, please see <http://www.copyright.gov/circs/circ09.pdf>.

2. **Unlicensed Arrangements/Opt-In Agreement.**

- a. An Orchestra may elect to participate in this Unlicensed Arrangements/Opt-In Agreement from January 1, 2018 to May 15, 2018. The date of January 1, 2018, shall be deemed the “Opt-In Date.”
- b. The Orchestra and the Licensor agree that the creation of Charts without the permission of the rights holders represents an unauthorized duplication and the creation of an unauthorized derivative work of the Copyrighted Composition(s) embodied in the Chart(s) and is an infringement of the Copyrighted Composition(s) according to Section 106 of the United States Copyright Act. The Orchestra agrees that all Custom Arrangements in the possession of the Orchestra are the property of the copyright owners or their authorized agents unless the Orchestra has a written agreement from the copyright owner or its administrator or agent specifying that the Orchestra is the owner of the Custom Arrangement.
- c. Provided the Orchestra agrees to and is in compliance with all of the terms and conditions set forth herein, including but not limited to the obligations with respect to Unlicensed Arrangement(s) created, commissioned and/or used in a performance by the Orchestra, or rented from a Packager, at any time preceding the Effective Date , on behalf of itself and the Publishers, Tresóna hereby



agrees to not file any claims against the Orchestra, including without limitation, for copyright infringement (including claims for actual damages, statutory damages, legal fees and costs, and any other monetary penalty); provided that the Orchestra discloses, (1) the full list of Unlicensed Arrangement(s) in the Orchestra's possession, including the name(s), and if known, the addresses and contact information of the Arrangers and/or Packagers who created the Custom Arrangement embodied in the sheet music, **no matter when created** (see **Exhibit A**), and (2) a list of all Performances using Charts for the three (3) years immediately preceding the Effective Date as set forth on **Exhibit B** attached hereto; this list must also include the name(s), and if known, addresses and contact information of the Packagers. Notwithstanding the foregoing, for Publishers entering into an administration agreement with Tresóna regarding the administration of the rights addressed hereunder, after the Effective Date, Tresóna shall use best efforts to secure Publisher adherence to the terms of this Agreement, including but not limited to the conditioned releases set forth herein.

- d. The Orchestra shall have forty five (45) days from the Effective Date to disclose Unlicensed Arrangements subject to these opt-in provisions. For all such disclosed Unlicensed Arrangements, the Orchestra shall execute Licensor's standard copyright assignment agreement, in the form attached hereto as **Exhibit D**, for the benefit of the Publisher(s) if the Unlicensed Arrangement was created subject to the terms of a work for hire agreement or employment for hire agreement between the Arranger and the Orchestra. If the Unlicensed Arrangement was not created subject to the terms of a work for hire agreement or employment for hire agreement between the Arranger and the Orchestra, Tresóna shall obtain the copyright assignment from the Arranger. Failure of an Arranger to execute the copyright assignment shall not negate the terms and obligations set forth in this Agreement, and Tresóna will be free to pursue all legal remedies against the Arranger or any assignee, licensee or successor of the Arranger. The Orchestra acknowledges that it may be subject to claims of infringement for any Unlicensed Arrangements not disclosed to Tresóna, and the opt-in provisions, including the cure provisions in paragraph 3c below, shall not apply to such undisclosed Unlicensed Arrangements. Furthermore, the waiver and release offered by Tresóna under this Agreement, shall not apply during this forty-five (45) day period or to any Unlicensed Arrangements created or used after the Opt-In Date, unless and until the Unlicensed Arrangements are fully disclosed and licensed. For the avoidance of doubt, the Orchestra shall have forty-five (45) days from the Effective Date to also secure licenses for all Unlicensed Arrangements created or used after the Opt-In Date, and to pay for all associated licensing for any Unauthorized Arrangements performed by the Orchestra between January 1, 2018 to the Effective Date.
- e. Subject to paragraph 3c below, if the Orchestra does not cure its infringement and satisfy all obligations hereunder, or if the Orchestra prematurely terminates this Agreement, Licensor shall have the right to go back for a period of five (5) years from the Opt-In Date of this Agreement to search, find, and litigate any Unlicensed Arrangements ("Tolling Period"). Notwithstanding anything to the contrary contained in this Agreement, if the Orchestra opts-in hereunder and complies with all of the terms of this Agreement, and to the extent that the Orchestra extends the initial 3-year Term of this Agreement, for each subsequent year of the Term (i.e., years 4, 5, 6, etc.), the Tolling Period shall be reduced by one (1) year. For clarity, if Orchestra extends the Term for five (5) or more years beyond the initial 3-year Term, Licensor and the Publishers shall not have the right to make any legal claims against the Orchestra for the Unlicensed Arrangements from the beginning of time through the Opt-In Period.
- f. Conditioned upon the Orchestra accepting and adhering to the terms and conditions of this Agreement, including the payment of all license fees and assignments of copyright as set forth herein, Licensor hereby grants legal releases and other waivers of all disclosed copyright claims available to Licensor and Publishers, including without limitation, any claim related to the creation



and/or use of any Unlicensed Arrangements or Charts in all Performances by the Orchestra occurring prior to the Effective Date. The waivers granted by Licensor hereunder are limited to the shares of the Publisher Compositions represented exclusively by Licensor on the Effective Date, and are effective solely to the extent of Licensor's legal authority to grant the waiver as part of the opt-in provisions, subject to the provisions of Paragraph 2c above regarding the application of releases and waivers if additional Publishers enter into an administration agreement with Tresóna after the Effective Date.

- g. The release and waiver of claims hereunder operates on a rolling basis; meaning, for each new Performance of an Unlicensed Arrangement, occurring after the Opt-In Date, the Orchestra must secure both a Custom Arrangement License and pay all appropriate Rental Fees via the Tresóna Licensing Exchange with respect to that portion of the Unlicensed Arrangement represented by Licensor. The Orchestra hereby acknowledges and agrees that it shall not create or use a Custom Arrangement after the Opt-In Date without both a Custom Arrangement License and a rental license from the Tresóna Licensing Exchange with respect to that portion of the Copyrighted Composition of a Publisher Composition represented by Licensor. The Orchestra shall pay for all Custom Arrangement License fees prior to the date of dissemination of any Charts, and shall pay for all Rental Fees within thirty (30) days of the first Performance of the applicable Chart.
- h. If a Packager provides, supplies, or offers to rent a Custom Arrangement to an Orchestra, the Orchestra cannot rent, purchase or use the Custom Arrangement unless the Packager provides the Orchestra with evidence of a Custom Arrangement License that has been issued by a music publisher, their agent or administrator. For clarity, evidence of a Custom Arrangement License shall mean written documentation from a Publisher (or their agent or administrator) that the Copyrighted Composition of a Publisher Composition has been properly licensed to a Packager for both the creation of a Custom Arrangement and the rental of the Chart. If the Packager has not secured requisite licenses for the performance by the Orchestra, and/or has not provided evidence of licensing as set forth above, the Orchestra may not use the Custom Arrangement unless the Orchestra directly secures the Custom Arrangement License, or secures evidence of proper licensing of the Custom Arrangement from a Publisher (or their agent or administrator) prior to the date of dissemination of any Charts, and pays all Custom Arrangement and/or Rental Fees, as applicable, within thirty (30) days of the first Performance of the unlicensed Chart. For avoidance of any doubt, if the Orchestra does not secure evidence of licensing from a Packager or Publisher (or their agent or administrator), the Orchestra must secure all required Custom Arrangement Licenses before any performance. If the Orchestra does not pay its financial obligations hereunder within thirty (30) days from the date of the past or future performance, or from the date the obligation vests then a late fee equal to 18% per annum of the respective licensing fee or financial obligation, calculated on a pro-rata basis, shall be applied to the licensing fee or financial obligation. Only payment of all license fees and other financial obligations, if applicable, plus the late fee will satisfy the financial obligations of the Orchestra hereunder.
- i. If the Orchestra was contacted by Tresóna's legal counsel for the purpose of enforcing the Publisher's legal rights under the law, prior to the Effective Date concerning the creation of and/or use of Unlicensed Arrangements, and the Charts in question were created and used without the proper license or authority of the Publisher, then the Orchestra will be liable for reasonable and verifiable legal fees incurred by Tresóna in connection therewith.
- j. Orchestra shall further fulfill the requirements of this Agreement by following all terms and conditions of using the Tresóna Licensing Exchange and the compliance procedures set forth in **Exhibit C** of this Agreement. Notwithstanding the foregoing, Tresóna hereby acknowledges and



agrees that this requirement is contingent on the Tresóna Licensing Exchange and other systems and accounts being in functional working order.

3. **Term; Termination.**

- a. **Term.** The term of this Agreement shall commence on the Opt-In Date and shall expire three (3) years therefrom, unless sooner terminated pursuant to the terms of this Agreement. The term shall automatically continue on a three (3) year to three (3) year rolling basis unless either party sends a termination notice to the other no less than thirty (30) days prior to the expiration of the then-current period.
- b. **Termination.** Subject to paragraph 3c below, and without limiting any other remedy available at law or equity, Licensor may terminate this Agreement, effective upon written notice to the Orchestra, if the Orchestra breaches any of the provisions of this Agreement.
- c. **Breach and Cure.** Notwithstanding the foregoing, as a condition precedent to the assertion by Tresóna that the Orchestra is (a) in default of paying Rental Fees applicable to disclosed Unlicensed Arrangements or future Custom Arrangements, or (b) in default because of inadvertent or unintentional errors inputting data into the Tresóna Licensing Portal, Tresóna shall advise the Orchestra in writing of such default, and the Orchestra shall be allowed a period of forty-five (45) days after receipt of such written notice within which to cure such alleged default. Notwithstanding the foregoing, the Orchestra has the ongoing affirmative obligation to rectify any insertion of erroneous or inaccurate information in the Tresóna Licensing Portal once discovered by the Orchestra or Tresóna, and in that event the Orchestra shall not be in breach of the Agreement unless the Orchestra fails to rectify the problem after notification from Tresóna. For the avoidance of any doubt, (a) there is no cure period for the failure of an Orchestra to disclose Unlicensed Arrangements or future Custom Arrangements or to obtain a Rental License or Custom Arrangement License prior to any uses of an Unlicensed Chart by the Orchestra in any performance occurring after the Opt-In Date; and (b) the late fee as set forth in Paragraph 2h above shall start to accrue thirty (30) days from the date the financial obligation vests, and shall continue to accrue whether or not Tresóna sends a notification of default as set forth hereunder.

4. **Territory.** Worldwide.

5. **Representations and Warranties.**

- a. Each party warrants and represents to the other party the following: (i) such party has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (ii) when fully executed by the parties hereto, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iii) such party acknowledges that the other party makes no representations, warranties or agreements related to the subject matter hereof that are not expressly provided for in this Agreement.
- b. The Orchestra warrants, represents, acknowledges, and agrees that the Orchestra has no ownership interest in the Custom Arrangement, that the Custom Arrangement at all times belongs to the Publisher, and that all Custom Arrangements shall be considered a "work-for-hire" within the meaning of the United States Copyright Act; if it is determined that a Custom Arrangement does not so qualify as a "work-for-hire", then the Orchestra shall assign to Publisher all right, title and interest in and thereto, and all renewals and extension thereof; and the Orchestra hereby warrants,



represents and acknowledges that it shall retain no ownership interest, without limitation, in the Custom Arrangement.

- c. Licensor warrants and represents that it has the authority (i) to act on behalf of the Publishers with respect to the Custom Arrangements; and (ii) the Tresóna Licensing Exchange and other systems and accounts shall be in functional working order. If the Orchestra cannot access or use the Tresóna Licensing Exchange, then the Orchestra must contact Tresóna in writing (an email shall be deemed a writing for purposes of this subparagraph), and the time requirements set forth hereunder shall be tolled until the Tresóna Licensing Exchange works properly, but this shall not apply if the Orchestra is not properly accessing the system. All emails to Tresóna shall be sent to Larry.Mills@Tresónamulimedia.com or such other email address as provided by Tresóna pursuant to paragraph 6 below.

6. **Notices.** Unless otherwise explicitly stated in the Agreement, any notice, consent, approval, demand, or other communication to be given to the Orchestra or to Tresóna shall be sent to the Orchestra or Tresóna, as the case may be, at the address referenced below, by certified mail, return receipt requested, or via overnight delivery services. Any notice shall be deemed complete the date of receipt, except that (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed, and (b) air express or courier (e.g., UPS, FedEx, etc.) materials shall be deemed served on the day of delivery to the recipient.

To Orchestra:

To Tresóna Multimedia, LLC: 7349 N. Via Paseo Del Sur, Ste. 515  
Scottsdale, AZ 85258-3749  
Attention: Jann-Michael Greenburg  
Jann-Michael.Greenburg@Tresónamultimedia.com

&

Mitchell Silberberg & Knupp, LLP  
1818 N Street, NW, 8th Floor  
Washington, D.C. 20036  
Attn: Jay Rosenthal, Esq.  
202-355-7907  
jar@msk.com

7. **Miscellaneous.** No change, modification, waiver or termination of this Agreement shall be binding upon either party unless it is made by an instrument signed by an authorized officer of the party against whom enforcement is sought. A waiver by either party of any provision of this Agreement in any instance shall not be deemed a waiver of such provision, or any other provision hereof, as to any future instance or occurrence. All remedies, rights, undertakings, and obligations contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either party. The captions of the Sections in this Agreement are included for convenience only and shall not affect the interpretation of any provision. In the event that Licensor pursues any legal or equitable claim, after the Effective Date, including any collection proceeding, against the Orchestra for infringement or a breach of this Agreement, the Orchestra, in addition to any monetary award or ruling, shall reimburse Licensor for all reasonable and verifiable legal fees and costs incurred by Licensor in connection with such





claims or proceedings, but only if Licensor prevails and a final non-appealable judgment is filed in a court of law.

8. **Governing Law.** THIS AGREEMENT HAS BEEN ENTERED INTO IN THE STATE OF ARIZONA, AND THE VALIDITY, INTERPRETATION AND LEGAL EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ARIZONA APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN THE STATE OF ARIZONA (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES UNDER ARIZONA LAW). ONLY THE COURTS (STATE AND FEDERAL) IN PHOENIX, ARIZONA SHALL HAVE JURISDICTION OF ANY CONTROVERSIES REGARDING THIS AGREEMENT; ANY ACTION OR OTHER PROCEEDING WHICH INVOLVES SUCH A CONTROVERSY SHALL BE BROUGHT IN THOSE COURTS ONLY. THE PARTIES WAIVE ANY AND ALL OBJECTIONS TO VENUE IN THOSE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS. SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE MADE IN THE MANNER SPECIFIED IN THIS AGREEMENT FOR NOTICES, OR IN ANY OTHER MANNER PERMITTED BY LAW.

9. **Press Release.** No party hereto shall, without the prior written consent of the other party, issue any press release or make any other public announcement or statement relating to the existence of this Agreement, to any terms and conditions of this Agreement, or to the negotiation thereof to which such party was privy or of which it was otherwise made aware (e.g., by being copied on correspondence or by being advised by another party to the negotiation).

10. **Assignment.** Tresóna may assign its rights and obligations hereunder to an affiliate company or to a third party purchaser of all or substantially all of Tresóna's assets without the non-assigning party's prior written approval. Any purported assignment outside of the foregoing shall be deemed null and void ab initio and without force or effect. There shall be no restrictions on the Publisher's ability to assign its rights and obligation hereunder to a third party; provided that any assignment by the Publisher shall be binding on its assignee.

11. **Confidentiality.** Any and all information provided by Orchestra under this Agreement, including without limitation, in connection with the Unauthorized Arrangements, and all information on **Exhibits A** and **B**, shall be kept confidential and shall not be disclosed to any third party, except for disclosures to Tresóna's Publishers, bona fide professional advisors, disclosures required by law, or any assignee, successor or licensee.

12. **Authority to Bind.** Each party for itself represents and warrants that it is authorized to execute this Agreement, and to do so through the individual signing on its behalf. This Agreement is not a binding agreement, and no rights shall be granted to the Orchestra, unless a fully executed copy of the Agreement is returned to and received by Licensor.

13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. Each party agrees that the delivery of the Agreement by facsimile or email shall have the same force and effect as delivery of original signatures and that each party may use such facsimile or email signature as evidence of the execution and delivery of the Agreement by both parties to the same extent that an original signature could be used.

Agreed and Accepted:

For Orchestra:

For Tresóna Multimedia, LLC:



By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_





**EXHIBIT A**

UNLICENSED ARRANGEMENTS



**EXHIBIT B**

PERFORMANCES USING CUSTOM ARRANGEMENTS



## EXHIBIT C

### PROCEDURES FOR PERFECTING THIS AGREEMENT

Pursuant to Paragraph 2(b) et seq. of this Agreement, the Orchestra is under a duty to disclose (i) the full list of Unlicensed Arrangement(s) it has performed, created, or in any way controls, physically or otherwise, and (ii) a list of all Packages/Shows that were rented and/or performed from 2015 and beyond.

In order to facilitate the requirements of this Agreement, Tresóna will provide a streamlined process for the disclosure of all Unauthorized Arrangements that the Orchestra currently possesses as of the Effective Date as well as the list of Packages/Shows that the Orchestra has rented and/or performed in the past three (3) years. The Orchestra is required to follow all steps and procedures outlined herein to ensure compliance with the terms of this Agreement. The steps and procedures are as follows:

1. If not already existing, the Orchestra will be required to create an online account on Tresóna's website, located at [www.Tresónamusic.com](http://www.Tresónamusic.com) (or any such web address that Tresóna owns and controls and provides to the Orchestra). This will ensure the Orchestra has access to all necessary functions on its account for completing the disclosure process. The Orchestra will agree to all terms and conditions of the Tresóna Licensing Exchange User Agreement, necessary for using the Tresóna website. Notwithstanding the foregoing, in the event there is a conflict between the terms of the Tresóna Licensing Exchange User Agreement and this Agreement, the terms of this Agreement shall control.
2. The Orchestra will begin disclosure as follows:
  - a. Orchestra will be separately prompted to input a list of all Unauthorized Arrangement(s) Orchestra has in its possession as of the Effective Date. For clarity, in connection with the Unauthorized Arrangements, Orchestra will be required to provide on its list (i) the name of each Copyrighted Composition contained in each individual Chart, (ii) the arranger(s) of each individual Chart, and, if known, any and all other information required as requested on the Tresóna website. The Orchestra can provide this list in any readable standard file type format (e.g., .doc, .pdf, and/or .xls).
  - b. The Orchestra will also be prompted to input a list of the name and usage dates of all Packages/Shows it has rented and/or performed during 2015, 2016, 2017 and up to the date immediately preceding the date of this Agreement.
  - c. For clarity the Orchestra will have to list (i) the name of the show, (ii) the name of the Packager from whom it rented the show, (iii) the dates of performance of the show, and (iv) any other information required on the Tresóna website, if known. Once the Orchestra completes the steps identified in Paragraph 2(a)-(b) of this Exhibit, the Orchestra's opt-in obligation will be confirmed by Tresóna and this status, along with all information provided, will be viewable under the Orchestra's Tresóna account.
3. Tresóna may, from time to time, change or adjust the Arrangement(s) disclosure process as detailed in Paragraph 2(a)-(b) of this Exhibit at its sole discretion. Tresóna will notify the Orchestra of any such changes in the disclosure process which affects the Orchestra, to include but not limited to posting notice of such changes on the Tresóna website and/or by sending notice of such changes to any or all Orchestra contact information addresses provided by the Orchestra on the Tresóna website.





**Exhibit D**

**STANDARD COPYRIGHT ASSIGNMENT FORM**

Assignor: \_\_\_\_\_

Assignee: \_\_\_\_\_

Title of Work: \_\_\_\_\_

Description: Custom Arrangement

In consideration of good and valuable consideration, the receipt, amount, and sufficiency of which is hereby acknowledge, the Assignor hereby irrevocably, without limitation or reservation of rights, and worldwide assign all right, title, and interest in and to the above Work, as described above, to the extent owned by Assignor, to the above-named Assignee, to have and to hold the same, including Assignee's successors and assigns absolutely and forever, including all renewals and extensions of copyright anywhere in the world. This assignment is made without reservation of any rights of any kind now known or hereinafter discovered or granted by law in the above described Work, including electronic, digital, and all other versions in all media and formats now known or hereafter invented, worldwide and forever.

The Assignor(s) hereby represent and warrant that the Assignor(s) is the sole author of the custom arrangement of the Work and that the Assignor has the full rights and authority to assign the copyright, to the extent owned by Assignor, and that the Work, as authored by Assignor, does not infringe on the rights of any third parties. The Assignor hereby grants to Assignee all rights of publicity to use the Assignor's name and/or likeness in connection with the Work, but only if the Assignor chooses to provide credit, and if Assignor pre-approves said credit.

IN WITNESS WHEREOF the Assignor has hereunto set the Assignor's hand on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Assignor Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address