

Instructions for filling out the release form:

CLEARANCE AGREEMENT

Well Dang! Productions, LLC
5 Zelma Drive
Greenville, SC 29617

The undersigned ("Licensor") hereby grants to Well Dang! Productions, LLC ("Producer") and its successors, licensees and assigns, the full and complete right to use:

(the "Licensed Material") in and in connection with the documentary currently entitled "Untitled Shawn Phillips Documentary" (the "Production"), any other production, and in and in connection with advertisements, promotions, publicity and other material relating to the Production or such other production.

The rights herein granted shall extend to and include Producer's use of the Licensed Material in any and all manner and media whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity, free and clear of any and all claims for royalties, residuals, or other compensation.

Producer shall have the sole right to determine the manner in which the Licensed Material shall be used pursuant to this agreement, and Producer shall not be obligated to use the Licensed Material as part of the Production or otherwise, or to broadcast or otherwise exhibit or exploit the Production.

Licensor hereby warrants and represents that it is the sole owner or holder (or the authorized representative of the sole owner or holder) of the rights granted herein, including, but not limited to any and all copyrights, trademarks, and rights in the likenesses of any people (if any) depicted in the Licensed Material, that it is authorized to enter into and execute this agreement, that nothing of value apart from the Licensed Material was given (or was agreed to be given) to Producer or any other person or entity in exchange for use of the Licensed Material in the Production, that the consent of no other person or entity is required to enable Producer to use the Licensed Material as described herein, and that such use will not violate the rights of any third parties.

The parties agree to indemnify and hold free and harmless to the fullest extent permitted by law, the other party, each of their respective parent, subsidiary, and affiliated organizations, and each of their respective agents, employees, successors, licensees and assigns, from and against any and all claims, damages, liabilities, costs and expenses, including but not limited to reasonable attorneys' fees, resulting from any breach of any warranty, representation, or agreement made herein.

This agreement and all matters or issues collateral thereto shall be governed by the internal, substantive law of California without regard to the conflicts of law provisions thereof. In any action by Licensor for breach of any provision hereunder, Licensor agrees that its exclusive remedy shall be an action at law for damages and in no event shall Licensor be entitled to injunctive or any other equitable relief. This agreement contains the parties' entire understanding relative to its subject matter. Nothing in this agreement shall limit or restrict any rights otherwise enjoyed by Producer under law or contract.

AGREED AND ACCEPTED:

_____ Licensor	_____ Print Name
By: _____ Signature	_____ Title

On the first 2 lines, near the top, please write what the material is that you are sending us for use in the documentary, in some detail ("50 photos taken on August 23, 1976, one 5 minute video filmed in Minnesota on September 2, 1982")

At the bottom of the page, there are four more fields to fill out:

LICENSOR: if you represent a company or organization that owns the media, fill out the company or organization's name here. Otherwise, print your name.

PRINT NAME: print your name (again) here.

SIGNATURE: sign your name here.

TITLE: if you represent a company or organization that owns the media, fill out your title and pedigree for being able to clear the rights. Otherwise, if you are an individual, simply write "rights holder" here.

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Licensor

Print Name

By: _____
Signature

Title