

This License Agreement is made by and between Grove City College ("the College") and the undersigned individual ("Guest") as of the date written hereinbelow.

WHEREAS, it is hereby acknowledged that Guest will provide a lecture, performance or activity ("Event") at the Grove City College campus or another location hosted by the College.

WHEREAS, the College desires to videotape and/or audiotape such event in whole or in part for the purpose of re-broadcasting and/or redistributing in any of the following venues/formats, unless otherwise specified on the exception line below:

- on the College's Radio Station (WSAJ-FM),
- on the College's website for internal and external web streaming and podcast downloading
- on digital media such as DVD
- Live broadcast on Livestream.com or internal College channels

Re-broadcast exceptions (if any): \_\_\_\_\_

WHEREAS, the College and Guest hereby acknowledge and agree that such videotaping, audiotaping, and rebroadcasting of such Event shall be considered an educational use, guided under the terms and conditions set forth hereinbelow.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the College and Guest hereby agree as follows:

1. Guest hereby grants unto the College the sole and exclusive limited license to videotape and audiotape the images, works and performances of Guest, without exception or restriction, as they may relate to the lecture or performance described above. The College hereby agrees and acknowledges that Guest shall maintain all U.S. and international copyrights in its respective images, works and performances, and that the relationship established by this agreement does not in any manner assign, transfer or convey such rights from Guest to the College. There shall be no direct or indirect fee or any other form of consideration owed by the College to Guest for the limited license granted to it pursuant to this agreement.

2. Guest warrants that it owns the rights to the respective images, works and performances which are granted to the College hereunder, and that such rights are not subject to any prior agreement, lien or other right which may interfere with the exclusive, limited license granted to the College hereunder. In the event the videotaping, audiotaping, or re-broadcasting of any portion of such lecture or performance would require the consent of any third party, Guest shall immediately notify the College of such circumstances, and Guest shall either immediately secure such consent or refrain from using such material in the lecture or performance.

3. The College may not assign its rights or obligations hereunder to any third party without the express written consent of Guest. Any controversy out of or relating to this agreement, or the performance thereof, shall be first adjudged by an arbiter of the American Arbitration Association prior to the commencement of any formal civil legal proceeding.

4. This Agreement shall be construed in accordance with the laws of the State of Pennsylvania. This Agreement embodies the entire understanding between the parties with respect to the subject matter of this Agreement.

5. This Agreement may be signed in one or more counterparts. The person who executes this agreement of behalf of each party expressly represents and warrants that he/she has full and complete authority to do so, knowing that the other parties intend to rely thereon.

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

**HOST – GROVE CITY COLLEGE**

**GUEST**

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

Event Date(s): \_\_\_\_\_