

Understanding of Use of Permitted Recording – John Anson Ford Amphitheatre

As described in Paragraph 702 of Exhibit A, Standard Terms and Conditions, of the License Agreement for use of the John Anson Ford Amphitheatre by _____ (Licensee) on _____, 2009-2010, the County of Los Angeles reserves all rights to television and radio broadcasting (live or delayed) of the performance/event, as well as transcription and recording rights (whether video, audio, or other). Rights to television and radio broadcasting (live or delayed) of the performance/event, as well as transcription and recording rights (whether video, audio, or other) may not be exercised by Licensee or any other party without express written permission of the County of Los Angeles.

Without releasing any of its rights, as enumerated above, the County grants Licensee permission to audio record and/or video record the performance with up to 2 stationary cameras on the aforesaid date for the sole purpose of archiving the performance. If Licensee intends to audio record and/or video record the performance, Licensee and all other parties involved in recording the event agree to alert the Ford Theatre’s Event Services Manager and Production Manager at the final technical meeting (at least 30 days in advance of their event date), and will abide by all County recording regulations and guidelines, as outlined in Exhibit B of the License Agreement.

Licensee and all other parties involved in recording the event agree that if any portion of the resulting recording(s) is later to be used for wider commercial use or any other type of commercial distribution through any media, including those not yet invented, Licensee will negotiate with the County of Los Angeles for its participation; recordings (audio and/or video) shall not be marketed or distributed until agreement on said participation and an additional license fee acceptable to the County of Los Angeles is paid.

Additional Rights And Royalties: Licensee represents and warrants by acceptance hereof that Licensee has all necessary legal rights and authorizations (INCLUDING ARTISTS) for said recording on the aforesaid date, and Licensee will be responsible for the payment of all costs incidental to said recording whether incurred directly or indirectly by Licensor or any other party.

Credit: All uses of this recording at the John Anson Ford Theatre in any and all media in the Universe shall carry the following credit:

“Recorded at the John Anson Ford Amphitheatre, a regional park of the County of Los Angeles operated by the Los Angeles County Arts Commission.”

When this credit appears on a video recording, CD-Rom, the Internet or theatrical release and the recordings from the Ford Theatre represent twenty percent (20%) or more of the total product, it shall be placed on a separate card and appear on the screen for a minimum of three seconds. When the credit appears on audio recordings it shall be printed in the same size type as the producer’s credit but not less than 8 point type, whichever is greater.

I have read and understood the above.

Signature

Date

Name (Print)

Street

City State Zip

Phone

ID Type & # (For example, CA Drivers License)