



ASSOCIATION OF  
INDEPENDENT  
COMMERCIAL  
PRODUCERS, INC.

### **NON-S.A.G. PERSONAL APPEARANCE RELEASE**

This Personal Appearance Release (the "Agreement") is made this \_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, [GRANTOR] , with an address at [ADDRESS] ("Grantor") hereby grants to [PRODUCTION COMPANY], with an address at [ADDRESS] (the "Company") and its successors, licensees, assignees and such other parties as the Company may designate, the following rights for use in connection with an audiovisual work tentatively entitled \_\_\_\_\_ (the "Work"):

For good and valuable consideration, Grantor hereby irrevocably grants to Company the right to record, photograph, visually identify or otherwise use, reproduce and edit in as many versions as desired Grantor's voice, performance, appearance, likeness, photograph, name and/or biography (collectively, Grantor's "Appearance") on film, video and/or audio tape, still photography and/or otherwise (collectively, the "Recording"), to own the Recording exclusively as a work-for-hire for copyright purposes (such Recording having been specially ordered or commissioned by Company for use as part of the Work), to incorporate the Appearance and/or the Recording into the Work, and to exhibit, distribute, transmit and/or otherwise exploit the Appearance and/or the Recording, edited or altered in as many versions a Company may see fit, in connection with the Work and in any related or derivative versions and/or uses of the Work (including, without limitation, any serialization(s), translation(s) and/or adaptation(s) thereof), in any and all media now or hereafter known or devised and by any and all means now or hereafter known or devised, and in advertising, marketing, promotion and/or publicity in connection therewith.

The rights granted herein (the "Rights") are granted forever and throughout the universe. No compensation other than the Release Fee specified herein, if any, will be payable to Grantor at any time in connection therewith. Grantor will have no right of consultation or approval in connection with the Rights or the Appearance. Company will own all right, title and interest, including without limitation copyright rights, in and to the Work in any and all media now or hereafter known or devised throughout the universe in perpetuity, to be used and disposed of without limitation as Company will in its sole discretion determine.

Grantor represents and warrants that he, she or it is the owner of all right, title and interest to the Appearance, and that Grantor has the full right and authority to enter into this Agreement and no approvals and/or licenses are necessary from any other party to grant Company's use of the Appearance as granted herein. Grantor's grant of the Rights will not conflict with or violate any commitment, Agreement or understanding Grantor has or will have to or with, nor infringe upon any right of, any person or entity. Grantor shall at all times defend, indemnify and hold harmless Company, its parent, subsidiary and affiliate organizations, and their employees, agents, successors and assigns from and against any and all claims, actions, damages and losses, liabilities and expenses, including reasonable attorneys' fees, arising out of or caused by the breach of any of the representations, warranties, undertakings and Agreements made by Grantor hereunder.

Company may assign this Agreement and any or all of its rights and obligations to any party or entity.

This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, as applicable.

Grantor's sole remedy for a breach of this Agreement by Company is an action at law for money damages, and Grantor shall not have the right to enjoin, restrain or otherwise interfere with the distribution or other exploitation of the Work or its advertising or publicity. No casual or inadvertent failure by Company to comply with the provisions of this Agreement (other than any provision requiring payment of money) shall constitute a breach, provided however that upon receipt of written notice by Company, Company shall use commercially reasonable efforts to cure such failure. Nothing contained herein shall require Company to make or distribute or exhibit the Work, or to use the Appearance in connection with the Work.

The persons signing this Agreement on behalf of Grantor and Company respectively represent and warrant that they have been granted all necessary right and authority to sign on behalf of their respective parties and to so bind that party to this Agreement.

This Agreement embodies the entire understanding, written or oral, in effect between the parties relating to the subject matter hereof and supersedes any Agreement, written or oral, that may currently exist between Company and Grantor. This Agreement can be modified only by a written instrument signed by both parties. This Agreement shall be construed and interpreted according to the laws of the State of \_\_\_\_\_. All disputes arising out of this Agreement shall be resolved and adjudicated exclusively in the Federal and State courts located in \_\_\_\_\_, \_\_\_\_\_, and each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction and venue of said courts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**GRANTOR:**  
[name]

**COMPANY:**  
[name]

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**Release Fee:** \_\_\_\_\_

**Initial here:** \_\_\_\_\_

**PARENT OR GUARDIAN OF GRANTOR UNDER 18 YEARS OF AGE:** I represent and warrant that I am a parent or legal guardian of the minor Grantor named above and I hereby agree that the grant and release contained herein binds the Grantor and his/her parents and/or legal guardians to all of the terms hereof.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_