Genero Media Pty Ltd Release Form – IP

For good and valuable consideration the receipt of which is hereby acknowledged, I, the Intellectual Property Owner (IP Owner) (defined below), do hereby irrevocably grant the right and license to the unlimited use of the IP (defined below) by Creator (defined below) and their affiliated companies, successors, assigns and licensees for use and display in the Production (defined below). Subject to limitations specified in the Brief, the Production may be displayed and/or broadcast for any purpose in any and all media now known or hereafter developed throughout the world, without limitation as to duration or frequency of use, in perpetuity. Where the IP is or includes musical work(s) and/or sound recording(s) and the IP Owner is a member of an applicable performing rights society, this grant of rights is subject to any rights in relation to the public performance of the musical work(s) and/or sound recording(s) that are vested in the relevant performing rights society, and the Creator acknowledges that any public performance of the musical work(s) and/or sound recording(s) will be subject to clearance by such performing rights society including payment of any applicable fees.

I represent that I (or the company I am authorised to represent) am the author of and owner of all rights in and to the IP and that I (or the company I am authorised to represent) have the sole and exclusive right to make the within grant of rights, including but not limited to moral rights, that neither I nor anyone else has any contractual or other arrangements which will interfere with rights herein granted and warrant that the rights herein granted will not infringe on the rights of any third party and that the consent or permission of no other party is required by Creator, its successors, assigns or licensees in connection with the use of the IP. I (or the company I am authorised to represent) agree to indemnify and hold Creator and its divisions, subsidiaries, affiliates, officers, directors, agents, employees, successors, assigns and licensees harmless from and against any and all liabilities, damages, suits and expenses (including reasonable attorney's fees and disbursements) arising out of or in connection with the breach or alleged breach of any representation and/or warranty made hereunder.

The Creator, its successors, assigns and licensees shall have the right to alter, edit, modify, adapt, reproduce and illustrate (as appropriate) the IP for any use within the Production. All right, title and interest in and to the Production incorporating the IP shall be vested in Creator and any of its subsidiary and affiliated companies, successors, assigns and licensees.

I (or the company I am authorised to represent) waive any inspection or approval of the finished material and I (or the company I am authorised to represent) release Creator and any of its subsidiary and affiliated companies, successors, assigns and licensees from any liability for any claim of alteration, optical illusion or faulty mechanical reproduction.

This agreement constitutes the entire understanding between the undersigned and Creator with respect to the subject matter herein. Any waiver, modification or addition to this agreement shall not be valid unless in writing and signed by both parties, and approved by Genero.

EXECUTED as an Agreement.
Production name :
Title of IP:
Type of intellectual property (eg. trademark, music composition):
Name of IP Owner (if owner is an individual):
Company and Name of representative of IP Owner (if owner is a company):
Email & Physical Address of IP Owner:
Signature of IP Owner or representative:
Date:
Name of Creator:
Address of Creator:
Company Name and Number of Creator (if applicable):
Signature of Creator:
Date:
Important reminder to Creator : You warrant that you have sighted original documents (eg. government ID, driver license, company records, etc.) for identity verification as required.