

**Materials Release**

**Program Title:**

**Segment:**

**Production Date:**

**Location:**

Description of Music (collectively, the "Material"):

Name(s) of Individuals appearing/heard in Materials: \_\_\_\_\_

Fee: \_\_\_\_\_

For good and valuable consideration, receipt of which is hereby acknowledged, Licensor hereby grants to Native American Public Telecommunications, Inc., its parents, subsidiaries, successors, assigns and licensees ("Company") the non-exclusive right to record, reproduce, edit, perform, synchronize, and otherwise use as desired the Materials (including without limitation any voices, copyrighted material and/or other materials which appear or are included in the Materials) in and on film, tape or otherwise (the "Recording") and to incorporate the Recording into the Program and in all materials relating thereto. Licensor agrees that Company shall own all right, title, and interest, including copyright, in and to the Recording and the Program, and shall have the perpetual right to use, distribute, perform, exhibit, promote and otherwise exploit the Program throughout the world in any form, format, manner or media whatsoever, whether now known or hereafter created without limitation or restriction. Licensor also consents to the use of the Materials in any advertising and marketing materials used to promote the Program or Company. Licensor agrees that the Fee for this license serves as a buyout of all synchronization and mechanical rights to the Materials and that if any other party is entitled to share in the Fee, such payments shall be Licensor's sole responsibility.

Licensor represents and warrants that it has the right to enter into this Agreement, that it has secured all rights necessary for Company to use the Material as specified above (including without limitation the rights of any person performing in or contributing to the Material) and that the rights it has granted in the Agreement will not conflict with or violate any commitment or understanding it has with any other person or entity, nor be defamatory or infringe upon any rights (including without limitation privacy rights) of any person or entity. If the individual signing this Agreement is an agent or employee of Licensor, s/he warrants that s/he is fully authorized to do so. Licensor agrees that this release shall be binding upon its heirs, legal representatives, successors and assigns.

Licensor agrees to indemnify and hold harmless Company from and against all claims, losses, expenses and liabilities of every kind including reasonable attorney's fees, arising out of the inaccuracy or breach of any representation, warranty or undertaking Licensor has made in this Agreement. Licensor expressly releases and agrees to hold harmless Company from any and all claims arising out of the use of the Material in the Program.

Licensor releases, discharges and agrees to hold harmless Company, its legal representatives, assigns and all persons acting under its permission or authority, or those for whom it is acting, from any liability by virtue of any blurring, distortion, alteration, optical illusion or use in composite form, whether intentional or otherwise, that may occur or be produced in the use of the Material.

Licensor understands that Company is not obligated to use the Material in or with the Program.

This Agreement represents the entire understanding of the parties and may not be amended unless mutually agreed to by the parties in writing. This Agreement and all matters or issues collateral thereto shall be governed by the laws of the state of Nebraska applicable to contracts performed entirely therein.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Licensor)

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_