

ABC12 "HIGHLIGHTS" SUBMISSION & APPEARANCE AGREEMENT

The following shall constitute the Agreement made between the person named below ("You") and WJRT, Inc., located at 2302 Lapeer Road, Flint, Michigan ("ABC12").

1. You hereby grant to ABC12 a non-exclusive license to use the video materials submitted by You accompanying this Agreement (collectively, "the Footage"). You hereby grant to ABC12 the right to include the Footage as well as your name in all promotions, advertising, programming and on the websites produced by ABC12, ABC News, its affiliates and other entities licensed to distribute ABC News materials ("Licensees") in all media now known and hereafter conceived (including, without limitation, home video and Internet), worldwide in perpetuity.
2. In connection with the Footage, You warrant and represents for the benefit of ABC12 that:
 - a. You have the right to enter into and perform this Agreement and to grant ABC12 all the rights granted herein in that You either own the Footage or control the exhibition and distribution rights thereto; and
 - b. There are no agreements, nor shall You enter into any agreements, which would prevent the fulfillment of this Agreement or impair or conflict with the rights granted hereunder; and
 - c. Neither the Footage, nor the production or use of the Footage or any element of the Footage hereunder, will infringe on any trademark or trade name of, or violate any right of privacy or any other right of another person, firm, corporation or other entity; and
 - d. You represent that You have not violated any law, rule, or regulation in connection with the creation or distribution of the Footage.
3. You grant permission to ABC12 and its Licensees to use any portion of your voice and likeness included in the Footage, any other information provided by or about You, and your name ("Appearance") in all promotions, advertising, programming and on the websites produced by ABC12 and its Licensees in all media now known and hereafter conceived or created (including, without limitation, home video and Internet), worldwide in perpetuity.
4. You understand that You will receive no financial compensation for your Appearance or the Footage.
5. You understand that You have no right to inspect or approve any of the materials that may be created by ABC12 from the Footage, and that ABC12 is not obliged to use the Footage in any way.

Name (please print)

Signature

Address and Telephone Number

Date

[FOR MINORS] I am a parent or guardian of the above minor and I hereby agree that: the representations made above are true; my child or ward and I agree to abide by all of its terms; and I consent on behalf of my child or ward to all of its provisions.

Name (please print)

Relationship to Minor (please print)

Signature

Address and Telephone Number

Date