

PODCAST WAIVER

THIS AGREEMENT made _____, 2008, between BLUE CROW PRODUCTIONS LLC (herein referred to as "The Nightsound Show"), and _____, (herein referred to as "Artist").

Recitals

The Nightsound Show is a local radio and podcast on non-commercial, community station WCOM in Carrboro, NC that broadcasts a weekly program entitled "The Nightsound Show" ("the Program"). The program is digitally recorded and stored in an archive which is available to listeners to download as a "podcast" for a period of time, estimated to be a several years. The program consists of music, spoken word pieces and other items submitted by local musicians, writers, listeners, etc.

Performance rights royalties are paid for the original broadcast as part of blanket licenses held by WCOM. Artist is a person or entity which has submitted material, musical or otherwise, for inclusion on the broadcast and subsequent Podcast of the program. This Agreement is entered into for the purpose of establishing a mutually satisfactory arrangement whereby the rights to Podcast the material submitted by Artist is herein transferred to The Nightsound Show and WCOM without any further compensation to Artist beyond the Performance Rights Royalties already granted under said blanket licenses to WCOM, and responsibilities of both parties are described and protected, thereby allowing a mutually beneficial working relationship to exist between the parties.

In consideration of the above, and of the mutual covenants and other good and valuable considerations including but not limited to the promotional value of this arrangement to Artist, it is agreed as follows:

1. By signing this Agreement, Artist acknowledges that no other compensation or royalties beyond the performance rights royalties due to them pursuant to the blanket licenses held by WCOM shall be due or owing to Artist because of "podcasts" or archived digital recording of the program available for free to listeners.

2. Artist, his successors and assigns do hereby release The Nightsound Show and WCOM from any and all other claims with regard to his performance, including but not limited to any claim for royalties for podcasts or other digital downloads of the program from digital archives accessible online.

3. Artist hereby issues a perpetual, gratis license to use his material to The Nightsound Show and WCOM for the purpose of podcasting the program and including it on free archives of programming.

4. This agreement is entered into in the State of North Carolina and shall be construed in accordance with the laws of said state applicable to contracts to be wholly performed therein. The North Carolina Courts, State and Federal, only, shall have jurisdiction over any controversies regarding this agreement. Any action or other proceeding which involves such a controversy will be brought in those courts, in North Carolina, and not elsewhere.

5. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding.

In witness whereof, the parties have executed this agreement on the day and year first above written.

The Nightsound Show (will mail you back a copy signed here if requested)_____

Print Artist's full name here _____ **Artist's contact email** _____

ARTIST signature below: