

# Americas Got Talent Season 7 Info Sheet



Please fill out the following questions:

Act Name: \_\_\_\_\_

Number in Group: \_\_\_\_\_

Hometown (where you want to be known from): City \_\_\_\_\_ State \_\_\_\_\_

Current Location (where you physically live) City \_\_\_\_\_ State \_\_\_\_\_

Main Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Phone Number 2: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address 2: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

In a short paragraph tell us a little about yourself /group:

**AMERICA'S GOT TALENT MATERIALS LICENSE AGREEMENT**

**THIS AGREEMENT** is made by and between Marathon Productions, Inc. ("Licensee") located at 4000 W. Alameda Avenue, Third Floor, Burbank, CA 91505, on the one hand, and

\_\_\_\_\_  
(Print Your Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
hand. (defined herein as "Licensor"), on the other

**Re: "AMERICA'S GOT TALENT"**

1. Licensor hereby grants to Licensee a license to use the materials, logo, photos, video or other image or item as listed and described below and which are owned by and provided by Licensor in connection with and embodied in the television series entitled "America's Got Talent" (the "Series"). Please identify and describe each licensed items in the space provided:

- ◆ \_\_\_\_\_  
\_\_\_\_\_
- ◆ \_\_\_\_\_  
\_\_\_\_\_
- ◆ \_\_\_\_\_  
\_\_\_\_\_
- ◆ \_\_\_\_\_  
\_\_\_\_\_
- ◆ \_\_\_\_\_  
\_\_\_\_\_

(collectively, the "Licensed Materials").

Licensee shall have the right to use the Licensed Materials in connection with the Series, and the exploitation, distribution, advertising, promotion and publicity thereof (including, but not limited to, merchandising, via the internet, the licensing of film clips from the Series on other

productions and in connection with wireless telephones, and all other ancillary and subsidiary rights), in all media now known or hereafter devised, throughout the world.

2. Licensee shall have the right to utilize the Licensed Materials in connection with the Series commencing on the date of date signature by Licensor and continuing in perpetuity.
3. Except as expressly provided herein, all rights, title or interest which are held by Licensor in, to and in connection with the Licensed Materials are reserved by Licensor. Licensor does not by this license purport to transfer or assign any ownership rights in the Licensed Materials; and Licensor is free to exercise, exploit or otherwise use its rights concurrently, throughout the world, in perpetuity, without limitation.
4. As between Licensor and Licensee, the Series shall be Licensee's sole and exclusive property, and Licensor shall not, by this license, acquire any rights in and to the Series.
5. It is understood and agreed that Licensee's use of the Licensed Materials shall in no event be deemed to constitute the placement of commercial time by Licensor or any of its affiliated or subsidiary companies.
6. Licensor represents and warrants that (i) it has full right, power, and authority to enter into this Agreement and to grant Licensee all of the rights granted herein; (ii) it owns or controls any and all intellectual property rights relating to the Licensed Materials; (iii) the consent of no other person or entity is necessary for Licensor to enter into and fully perform this Agreement; and, (iv) the Licensed Materials do not and will not defame, infringe or violate the rights of privacy of any third party and are not the subject of any actual or threatened litigation or claim.
7. Licensee represents and warrants that (i) it has full right, power and authority to enter into this agreement; and (ii) it shall only use the Licensed Materials as contemplated hereunder and for no other purpose.
8. Each party hereby agrees to indemnify, defend and hold harmless the other party and its parent company, affiliated entities, subsidiaries, successors, transferees, assignees, licensees and the agents, associates, officers, directors and employees of each from and against any and all third party liability, loss, damage, cost and expense (including, without limitation, reasonable attorneys' fees) arising by reason of the breach or alleged breach of any representation, warranty, covenant or agreement contained in this Agreement. Further, Licensor agree to indemnify, defend and hold harmless Licensee and any station or network telecasting the Series against any claim by a third party with respect to ownership of the Licensed Materials or any likeness contained therein.
9. This Agreement shall inure not only to Licensee's benefit, but to the benefit of all parties who may hereafter acquire the right from or through Licensee to distribute, exhibit, advertise and/or exploit the Series, including, without limitation, Licensee's successors, assignees and licensees.
10. This Agreement shall be construed in accordance with the laws of the State of California (or United States federal law if there is no California law) applicable as to agreements executed and fully performed within California. The parties agree that the federal and state courts of

Los Angeles County, California will have exclusive jurisdiction over all disputes relating to or arising out of the subject matter of this Agreement.

11. In the event there shall be any conflict between any provision of this Agreement and any such applicable law, or applicable guild or union agreement, the latter shall prevail, and the provision or provisions of this Agreement affected shall be modified to the extent (but only to the extent) necessary to remove such conflict and permit compliance with such law or applicable guild or union agreement, and as so modified this Agreement shall continue in full force and effect.
12. The failure of any party to partially or fully exercise any rights or the waiver of any party of any breach shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement.
13. Licensor acknowledges that under the Federal Communications Act, it is a federal offense to give or agree to give anything of value to promote any products, service or venture in the Series, and Licensor warrants and represents that Licensor has not and will not do so.
14. This Agreement constitutes the entire agreement between the parties and cannot be modified except by a written instrument signed by the parties. Unless and until the parties enter into a more formal agreement, this Agreement shall constitute a binding agreement between the parties, shall supersede any prior or contemporaneous agreements, and may not be waived or amended, except by a written instrument. This Agreement may be executed in one or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same Agreement.

By signing in the spaces provided below, the parties accept and agree to all of the terms and conditions hereof.

**AGREED TO AND ACCEPTED:**

MARATHON PRODUCTIONS, INC.  
("Licensee")

\_\_\_\_\_  
Print Your Name ("Licensor")

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_