



**Warriors Alumni Drum & Bugle
Corps, Inc.
Participation Agreement**

Mini Corps:

ADDRESS:

THIS AGREEMENT (the "Agreement") is made by and between Warriors Alumni Drum & Bugle Corps, Inc., PO Box 340204, Jamaica, NY 114344 ("WADBC") and the drum and bugle corps listed above (the "Corps"). The parties hereto agree as follows:

1. **PERFORMANCE.** The Corps desires and hereby agrees to perform at the performance time(s) and location(s) assigned to it by WADBC at WADBC-sponsored events throughout the 2019 calendar year, including but not limited to the 2019 Battle in the Boroughs Mini/Senior Corps Invitational (the "Battle In The Boroughs") **tentatively scheduled for Saturday August 17, 2019** at the Lt. Joseph P. Kennedy Community Center in New York, NY. As used herein, the term "Battle In The Boroughs" (BITB) shall include the Corps' performance at the "Battle in the Boroughs Mini/Senior Corps Invitational" to be held at the Lt. Joseph P Kennedy Community Center) as the case may be, and the term "WADBC-sponsored events" shall include all WADBC drum and bugle corps shows during the 2019 calendar year. **The "Corps" agrees to comply with all WADBC by-laws, rules and regulations while participating in WADBC-sponsored events. The Corps agrees to comply with rules, laws and guidelines set forth by the Lt. Joseph P. Kennedy Community Center along with but not limited to any and all surrounding Municipalities, City of New York and State of New York.**
2. **PERFORMANCE RIGHTS.** WADBC will make arrangements with ASCAP, SEASAC and BMI to allow the public performance of music within their catalogs at WADBC -sponsored events. The Corps shall, and by its execution of the Agreement does, assume full responsibility for (i) obtaining any and all necessary permissions, licenses, and releases for its music, including but not limited to arrangement licenses and performance licenses; and (ii) obtaining any necessary releases from the Corps' members and instructors for WADBC to utilize their audio, visual, and audio-visual sounds and images pursuant to this Agreement



3. **AUDIO AND VIDEO RIGHTS.** In consideration of its participation in the World Championships, all audio, video, audio-visual and still-photo images arising from the Corps' performance(s) at the World Championships (collectively, the "Performance"), shall constitute a work-for-hire, as defined in the United States Copyright Act. The Corps acknowledges and agrees that WADBC is and shall be the author of said work-for-hire and the owner of all rights in and to the Performance throughout the Universe, in perpetuity, for all known now or hereafter existing uses, media and forms, including, without limitation, the copyrights therein for the initial term and any and all extensions and renewals thereof. To the extent that the Performance is not recognized as a work-for-hire, the Corps www.warriorsalumnidrumbuglecorpny.org hereby assigns, transfers and conveys to WADBC, without reservation, all of the Corps' rights, title and interest in the Performance, including, without limitation, all rights of copyright and copyright renewals.

The Corps further grants WADBC the worldwide right, in perpetuity, to use, and to permit others to use the name, likeness, image and approved biographical materials of the Corps and its members and staff for the purposes of production, advertising, promotion, distribution and sales in connection with the exploitation of the Performance.

4. **LIABILITY INSURANCE.** Prior to its participation in WADBC-sponsored events, the Corps shall obtain a commercial general liability insurance policy in a combined single limit of not less than One Million Dollars (\$1,000,000) for each occurrence for bodily or personal injury and property damage, with a One Million Dollars (\$1,000,000) aggregate. The Corps shall name WADBC as an additional insured under said policy and shall furnish WADBC with a written copy of said policy no later than the date of the BITB Invitational. Failure to provide proof of insurance naming WADBC as an additional insured by the date of the BITB Invitational may result in the Corps not being permitted to participate and/or compete until said proof of insurance is supplied to WADBC.
5. **WARRANTY AND INDEMNIFICATION.** The Corps warrants, represents, covenants and agrees that it is free to enter into and perform this Agreement, and that it is not, and will not be, under any disability, restriction or prohibition with respect to its right to grant all of the rights hereunder and fully perform each term hereof. The Corps agrees to defend, indemnify and hold harmless WADBC, from and against any and all claims, controversies, of any kind whatsoever and all loss, liability, expenses, costs or damages, including reasonable attorneys' fees and costs, arising from (i) a breach by the Corps of any representation, warranty, or agreement it has made hereunder; (ii) WADBC's use of the Corps' audio, video, audio-visual and still-photos; and (iii) the Corps' failure to comply with any applicable sales tax laws for sales of its souvenirs.
6. **CONSTRUCTION.** This Agreement contains the entire understanding of the parties with respect to its subject matter and shall supersede any prior agreements between WADBC and the Corps. Any and all representations or agreements by an agent or representative of either party to the contrary shall be of no effect. If any provision of this Agreement is unenforceable or illegal, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Paragraph headings are for the convenience only and shall not constitute a part of this Agreement. Nothing herein contained shall be construed to create a joint venture or



partnership between the parties hereto. All matters arising in connection with this Agreement or the enforcement or construction thereof shall be governed by and resolved in accordance with the laws of the State of New York as such laws are applied to a transaction between residents of that state.

7. **MODIFICATION AND WAIVER.** No modification, variation or amendment of this Agreement shall be effective unless made in writing and signed by the parties. Failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of such rights, and a waiver by either party of default in one or more instances shall not be construed as a continuing waiver or as a waiver in other instances.
8. **ASSIGNMENT.** WADBC may freely assign this Agreement or any of its rights hereunder, in whole or in part, to any person, firm or corporation. This Agreement shall inure to the benefit of WADBC's successors, licensees, and assigns. The Corps shall not assign, sell, mortgage, or pledge any or all rights under this Agreement, in whole or in part, without obtaining the prior written consent of WADBC, and any purported assignment without the prior written consent of WADBC shall be null and void.
9. **NOTICES.** All notices and other communications provided for hereunder shall be in writing and delivered by personal delivery, overnight courier, or confirmed facsimile, and will be deemed given upon personal delivery, one (1) business day after deposit with an overnight courier, or upon confirmation of receipt of facsimile. Notices will be sent to each party to this Agreement at its address set forth herein or such other address as it may specify in writing pursuant to this section.
10. **FORCE MAJEURE.** Neither party shall be liable to the other under this Agreement for any delay or lack of performance resulting from a Force Majeure event. As used herein, a "Force Majeure event" means any act of God, war, fire, typhoon, flood, earthquake, natural disasters, governmental action, labor disruptions, materials shortages, or any other event beyond the reasonable control of the prevented party.

ACKNOWLEDGED AND AGREED:

WADBC

KEVIN DENNIS, CHAIRPERSON

CORPS

AUTHORIZED SIGNATORY

DATE _____

PRINT NAME _____

DATE _____