

RIGHTS RELEASE AND ASSIGNMENT AGREEMENT

This Rights Release Agreement (the "Agreement") is executed this ____ day of _____, 2013, by and between _____ (the "Contractor") and Miami Lighthouse for the Blind and Visually Impaired, Inc., a Florida not-for-profit corporation ("Lighthouse").

1. No Compensation. Contractor acknowledges and agrees that he or she shall receive no compensation for any and all personal services, performances and/or contributions rendered by Contractor for or on behalf of Lighthouse in connection with the recording, production, marketing, release and all other creative or commercial activities relating to any audio recordings funded, recorded, produced and/or owned by Lighthouse (the "Recordings"), or for any of the rights granted hereby to Lighthouse under paragraphs 2 and 3 below, except for the opportunity to have participated and/or contributed to the recording and production of the Recordings (the "Opportunity Consideration"), which opportunity Contractor warrants and represents is sufficient to conclusively bind Contractor to the terms and conditions of this Agreement. Contractor waives any and all rights to receive all other compensation, remuneration, payment or income from Lighthouse, any third party or any other sources and hereby agrees and acknowledges that the Opportunity Consideration afforded to Contractor under this Agreement shall be in lieu of compensation pursuant to any and all applicable union or guild agreements, and agrees, with respect to Lighthouse, to be solely responsible for any and all payments due, including but not limited to pension and welfare and minimum scale obligations, and to indemnify Lighthouse against any union or guild that claims any additional such payments are due.
2. Rights Release. As between Contractor and Lighthouse, Contractor specifically warrants and represents that Contractor has, and shall have, no right, title or interest, unless governed by a separate written agreement between Contractor and Lighthouse, in any income, relating to or derived from any Recordings or from any other source, including but not limited to the following: publishing, recording, artist, mechanical or producer's royalties; artwork, photography, recording or filming advances, licenses or fees; live performance income from any source; music video income; merchandising income; sponsorships; personal appearances; and any income relating to or derived from any Recordings.
3. Use of Likeness. As between Contractor and Lighthouse, unless governed by a separate written agreement between Contractor and Lighthouse, Contractor agrees that Contractor's name, photograph, likeness, services and/or performances, on-stage or off-stage, may be recorded, filmed or photographed and/or used by Lighthouse or its designees, in their sole discretion, in any form, manner or medium, in connection with any Recordings, for no consideration or compensation other than the Opportunity Consideration being paid to Contractor by Lighthouse.
4. Assignment of Materials. Lighthouse shall own and control all Material that is developed, created, or conceived by Contractor while providing services to Lighthouse. For purposes of this Agreement, "Material" shall mean all compositions, performances, creative services, artwork, recordings, filming, designs, drawings, photographs, reports, service marks, trademarks, tradenames, logos and all similar or related information (whether copyrightable or not) which relate to Lighthouse, in connection with any Recordings, which are created, conceived, performed and/or developed or made by Contractor (whether or not during the hours of service to Lighthouse and whether or not alone or in conjunction with any other person or party), while providing services to Lighthouse. Contractor created or will create the Materials, as "work for hire" for Lighthouse. In the event that the creation of the Materials gave or shall give rise to a copyright interest in the United States or elsewhere, Contractor hereby assigns all right, title and interest in the copyright, and all extensions and renewals thereof, to Lighthouse, and agrees to provide all assistance reasonably requested by Lighthouse in the establishment, preservation and

enforcement of its copyright in such work. Such assistance will be provided at Lighthouse's expense, but without any compensation to Contractor.

5. Use of Materials. Contractor agrees and acknowledges that Lighthouse intends for the Materials to be further developed and be embodied in phonographic records (CDs, cassettes, albums), books, television programming, film, merchandising, computer imaging and programming and all other forms of now or hereafter existing configurations as well as any and all derivative works derived therefrom.
6. Ownership of Materials. For the avoidance of doubt, it is understood and agreed that all intellectual property rights, including copyright, associated with the Materials, and any derivative works derived therefrom are, or are to be, the property of Lighthouse.
7. Publishing and Credit. Lighthouse shall have any and all exclusive rights to publish, reproduce, exhibit and otherwise use the Materials in all forms of now or hereafter existing configurations and media. Lighthouse shall use its best efforts, but shall have no obligation, to accord Contractor credit of authorship on all publication(s) or uses of the Materials.
8. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Florida. The federal and state courts located in Miami-Dade County, State of Florida, shall have exclusive jurisdiction over any controversies regarding this Agreement.
9. Entire Agreement. This Agreement expresses the entire understanding of the parties and replaces and supersedes all former agreements, negotiations or understandings between the parties, written or oral, relating to the subject matter of this Agreement, with the exception of any obligations Contractor may have with Lighthouse regarding (i) engagement for professional services; (ii) non-competition; (iii) non-solicitation; and/or (iv) non-disclosure under any other prior agreement or as a matter of law.
10. Attorneys' Fees. In the event Lighthouse determines that it is necessary to engage legal counsel and/or resort to a court of law or other judicial or quasi-judicial body to prevent or remedy a breach of this Agreement by Contractor, Lighthouse shall be entitled to reimbursement of its attorneys' fees and costs, including fees and costs at the appellate level, if any, by Contractor.
11. Understanding of Agreement. Contractor represents and warrants to Lighthouse that, if he or she is visually impaired, prior to signing this Agreement, its contents were either (i) read in full by the Contractor through Contractor's use of a computer generated electronic version of the Agreement; or (ii) read in full by someone to Contractor; and that Contractor fully understands its contents and effects.

[Signature Page Follows]

In consideration of the foregoing, the parties hereto have executed this Agreement as of the date set forth above.

Miami Lighthouse for the Blind and Visually Impaired, Inc.

[_____]
[Insert Name of Contractor]

Signature: _____
Name: Virginia A. Jacko
Address: 601 SW 8th Ave
Miami, FL 33130
Telephone: 305-856-2288
Fax: 305-285-6967
Date: _____

Signature: _____
Name: _____
Address: _____

Telephone: _____
Fax: _____
Date: _____

APPLICABLE TO MINORS:

Only to the extent that the individual who has signed this Agreement as "Contractor" is a minor, the undersigned represents and warrants to Lighthouse that he or she, as the case may be, is a parent (guardian) of such minor who has signed this Agreement as "Contractor" and agrees that both Contractor and the undersigned shall be bound by the terms of this Agreement, with the understanding that Lighthouse is relying on this representation, warranty and agreement of the undersigned to include the Contractor in any use of the Recording.

Signature: _____
Name: _____
Relationship to Contractor: _____
Address: _____

Telephone: _____
Fax: _____
Date: _____

APPLICABLE TO EMPLOYEES OF LIGHTHOUSE:

By initialing in the space provided below, Contractor represents and warrants to Lighthouse that he or she is also an employee of Lighthouse and that Contractor's employment with Lighthouse shall have no effect on Contractor's obligations and agreements as set forth in this Agreement. This Agreement shall control anything having to do with its subject matter notwithstanding Contractor's status as an employee of Lighthouse.

Signature: _____
Name: _____
Date: _____