



Interview Footage and Editing Waiver

Waiver and Release of Rights to Use Interview Content

This Waiver and Release of Rights to Use Interview Content (“Waiver”) is made and entered into this _____ day of _____, 20____, by and between the Roseville Chamber of Commerce (“Chamber”), Contentz LLC, dba Show Builder (“Show Builder”) and the guest.

WHEREAS, the Chamber and Show Builder have agreed to collaborate on an interview project to highlight the Chamber’s members and their businesses.

WHEREAS, during this project, interviews will be conducted with various members of the Chamber and the content captured during these interviews may be used for marketing purposes by the Chamber and Show Builder.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Rights to Use Interview Content. The Chamber and Show Builder have the full and unrestricted right to use, reproduce, edit, alter, modify, adapt, distribute, publicly display, and publish the content captured during the interviews (“Interview Content”) for marketing purposes. This includes but is not limited to, the use of the Interview Content in print materials, social media platforms, and on the Chamber and Show Builder’s websites.
2. No Compensation. The Chamber and Show Builder agree that no monetary or other compensation shall be provided for the use of the Interview Content.

3. Release of Claims. The Chamber and Show Builder hereby release, waive and forever discharge any and all claims, demands, or causes of action, known or unknown, that they may have or may in the future have against each other, their representatives, employees, agents, successors, and assigns arising out of or in connection with the creation, use, and distribution of the Interview Content.

4. Representations and Warranties. The Chamber and Show Builder hereby represent and warrant that they have the legal right to enter into this Waiver and that the use of the Interview Content will not infringe upon the rights of any third party.

5. Limitation of One Edit. The Chamber and Show Builder acknowledge and agree that there will be a limit of one edit after the theme is selected for the final version of the Interview Content. Any additional editing requests may be subject to an additional fee.

6. Indemnification. The Chamber and Show Builder agree to indemnify and hold harmless each other, their representatives, employees, agents, successors, and assigns, from and against any and all losses, damages, liabilities, claims, fees, costs, and expenses, including attorneys' fees, arising out of or in connection with any breach of this Waiver or any claims arising from the use of the Interview Content.

7. Confidentiality. The Chamber and Show Builder agree to keep the terms and conditions of this Waiver confidential and not to disclose any information regarding this Waiver to any third party without the prior written consent of the other party.

8. No Waiver. The failure of either party to enforce at any time or for any period any provision of this Waiver shall not be construed as a waiver of such provision or of the right of such party to enforce each and every provision.

9. Entire Agreement. This Waiver constitutes the entire agreement between the Chamber and Show Builder and supersedes all prior agreements and understandings, whether oral or written, relating to the subject matter of this Waiver.

10. Governing Law. This Waiver shall be governed by and construed in accordance with the laws of the state of California.

IN WITNESS WHEREOF, the undersigned have executed this Waiver as of the date first above written.

Roseville Chamber of Commerce Contentz LLC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____