



Release Agreement: Band Member Video, Photo and Audio.
Band Member Release Agreement between Jon Dunmore, Manager of Dear Jon, and

Band Member Name

Address (or other ID, Driver's License, etc.)

Phone number(s)

Henceforward, _____ will be referred to as Band Member;
Band Member

Jon Dunmore will be referred to as Dear Jon Mgmt; Dear Jon is a subsidiary of TheDunmore.com.
Dear Jon website will be referred to as Website.

- 1) **Photography/Videography by Dear Jon Mgmt:** All photos/video/audio of Band Members at Dear Jon events, gigs, photo shoots, are the property of Dear Jon Mgmt.
 - a) Band Member gives Dear Jon Mgmt permission to publicize Band Member's images/audio for the purpose of promoting/securing work for Dear Jon.
 - b) Band Member images/audio are not used for any purpose other than promotion of Dear Jon. (Images/audio are not sold to outside parties for profit, are not posted online without being in context with Dear Jon, are not given to any outside parties, and no outside parties may post these images/audio without the direct consent of Dear Jon Mgmt, and only in context of publicizing Dear Jon.)
 - c) Band Members are NOT required to pay Dear Jon Mgmt (or any other outside party if Dear Jon Mgmt has hired independent contractors) for any photos/videos/recordings taken for the purposes of Dear Jon promotion.
 - d) Band Member is welcome to copy "finished" photos or download completed videos from the Website for their independent promotional purposes, provided they give a credit or courtesy notation to TheDunmore.com (e.g. "Photo courtesy of TheDunmore.com").
- 2) **Photography/Videography NOT by Dear Jon Mgmt:** Any photographs/video provided by Band Member to Dear Jon Mgmt that were NOT shot by Dear Jon Mgmt.
 - a) Band Member may supply Dear Jon Mgmt with photographs or video of Band Member from outside sources, for the purpose of promoting Dear Jon.
 - b) Band Member gives Dear Jon Mgmt permission to publicize such images/audio for the express purpose of securing work for Dear Jon, and/or that particular Band Member.
 - c) Dear Jon Mgmt will NOT copy or obtain outside-source photos/video of Band Member from the internet (social forums, etc.) unless given express verbal permission by Band Member.
- 3) **Promotional Use of Images/Audio:** Dear Jon Mgmt uses Band Member images/audio only to promote Dear Jon, and/or Band Members featured in the images/audio.
 - a) Band Member retains veto power on any of his or her images/audio before publicizing. After images/audio have been made public (on Dear Jon website, flyers, business cards, etc.) Band Member relinquishes all veto power.

- i) Dear Jon Mgmt has final publicizing choice on all approved images/audio. This means that if a Band Member believes a certain photo may be their absolute best, Dear Jon Mgmt may think otherwise and choose not to publicize it, but use other approved photos instead.
 - b) Non-Defamatory Use of Band Member Images/Audio: Dear Jon Mgmt will not willfully defame or malign any Band Member through the misuse or abuse of his/her image/audio. All approved Band Member images/audio are for promotional use only.
- 4) **Band Member Quits/Fired from Dear Jon:** If Band Member leaves the Dear Jon performance rotation, or if they are sacked by Dear Jon Mgmt, all Band Member images/audio already public remain the property of Dear Jon Mgmt.
- a) Any existing advertising/promotional media that features departed Band Member's image/audio after their departure from Dear Jon, may be modified or removed at the discretion of Dear Jon Mgmt.
 - b) Clause 3-b (Non-Defamatory Use) will still be in effect pertaining to all Band Members no longer in performance rotation with Dear Jon.
- 5) **Illegal Copying—Outside Sources:** Due to the nature of the internet, Dear Jon Mgmt cannot guarantee protection against illegal copying or gouging of Band Member images/audio by outside sources once they are publicized online.

I have read and agree to the above terms set out by Jon Dunmore, Dear Jon Mgmt.

Signature, Band Member

Print Name, Band Member

Signature, Jon Dunmore, Dear Jon Mgmt

Date