

# Professional Use Agreement 2015

## 1. Introduction

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Congratulations on being approved for a 2015 Burning Man Media Project. Please read and complete the following media agreement as instructed. You will be electronically signing this agreement. Once you arrive in Black Rock City, you will need to bring all of your cameras to check in at Media Mecca prior to starting your project. Media Mecca is located at 10:45 on Center Camp Road. If you fail to check-in at Media Mecca when you arrive in Black Rock City, your permission to shoot imagery at Burning Man will be automatically revoked.

## 2. Contact Information

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Please provide accurate and current information, which will be used to contact you.

**First Name**

Jonathan

**Last Name**

Greenberg

**AKA**

**Company Name**

The Sonoma Independent

**Address Line 1**

312 pleasant Hill avenue N.

**Address Line 2**

**City**

Sebastopol

**State/Province**

California

**Zip**

95472

**Country**

US

**Email Address**

jgcouncil@hotmail.com

**Phone Number**

7078292022

**URL**

<http://www.sonomaindependent.org/>

**Project Name**

What's Being Shared at Burning Man

**Please describe the type of project (e.g. , video, photo, etc.).**

Series of short videos

**Please provide a detailed description of the project: e.g., photographs for use in a calendar or gallery display or magazine; a feature length film on the topic of \_\_\_\_\_, from the point of view of \_\_\_\_; the specific media company; the specific news or TV show or network or publication through which the Production is to be displayed, etc.**

Series of short videos about some of the most inspiring visions and solutions that are being shared at Burning Man, for use on our website, SonomaIndependent.org, with a version created for posting on the Huffington Post.

**Number of cameras stated in your application: 1**

**Please describe the intended use/distribution of your project. Describe the proposed use/distribution with particularity. For motion picture projects, this should be narrow, e.g., should not say "cable tv shows," but should describe with particularity a particular show and date, and, if permission is being requested for more than one broadcast or screening, should state the maximum number of broadcasts or screenings.**

Distribution as You Tube or Vimeo web videos embedded on web pages at the Sonoma Independent, with a few on the Huffington Post as well.

**Please complete the following:**

NA

#### **4. BRC Media Agreement**

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## BLACK ROCK CITY MEDIA AGREEMENT

This Black Rock City Media Agreement ("Agreement") is entered into by and between Jonathan Greenberg ], whose contact information is provided in Section 1 below ("Producer"), and Black Rock City LLC, a Nevada limited liability corporation ("Burning Man"). The parties hereto agree as follows:

1. Identification of Producer. Producer represents that her/his/its full name, mailing address, and other contact information are as follows:

Name: Jonathan Greenberg

Company Name: The Sonoma Independent

Address 1: 312 pleasant Hill avenue N.

Address 2:

City: Sebastopol

State: CA

Zip: 95472

Country: US

Phone Number: 7078292022

Email Address: jgcouncil@hotmail.com

2. Identification of Producer's Affiliation(s). Producer represents that she/he/it is acting with or on behalf of the persons or entities identified below, including the full name, mailing address, telephone number, and email address for each such person or entity.

NA

Producer represents that other than those persons and/or entities identified above, Producer is acting on her/his/its own behalf and has no affiliation with any other person or entity concerning the Production (as defined in Section 3).

3. Identification of Production. Producer represents that she/he/it desires to film or record images and/or sound or to take still photographs at the 2015 Burning Man event in Black Rock City (the "Event") for use in the following project or production (the "Production"):

Type of recording: Series of short videos

Title of the production: What's Being Shared at Burning Man

Description of the production: Series of short videos about some of the most inspiring visions and solutions that are being shared at Burning Man, for use on our website, SonomaIndependent.org, with a version created for posting on the Huffington Post.

Use/distribution of the production: Distribution as You Tube or Vimeo web videos embedded on web pages at the Sonoma Independent, with a few on the Huffington Post as well.

4. License to Record Video Footage, Still Photographs, and Audio. Provided that Producer has executed this Agreement, returned it to Burning Man, and remains in compliance with all provisions herein, Burning Man grants the Producer a license to enter the Event site and to record any video footage, still photography, and/or audio at the Event that is reasonably necessary for the Production identified in Section 3 (the "Recorded Content"). The license granted under this Section does not authorize Producer to make any use of the Recorded Content.

Producer's Initials

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5. Media Mecca Registration. Upon entering the Event site, Producer must register with Burning Man's Media Mecca before recording any Recorded Content. Producer or Producer's designated representative must bring to Media Mecca all camera equipment that will be used to record Recorded Content. A Media Mecca representative will: (1) issue a laminate to each member of Producer's crew, which must be displayed at all times that the crew is recording Recorded Content; (2) tag each of Producer's cameras with a unique number that must remain attached to the camera at all times at the Event.

6. Equipment for Production. Producer represents that she/he/it will bring a total of no more than video or motion picture cameras, still cameras, digital video cameras, or any other image-capture equipment into the Event site for the purpose of recording Recorded Content.

7. Representations and Compliance with Guidelines. Producer represents and warrants that:

She/he/it has reviewed and will fully comply with Burning Man's Rights and Responsibilities Guidelines for Media/Participants, available at <http://burningman.org/network/about-us/press-media/press-rights-responsibilities/> (the "Guidelines"), which are incorporated by reference and made part of this Agreement;

Producer will not interfere with the personal experiences of others at the Event, will immediately cease filming any participant, artwork or performance upon request of the participant or artist, will record only actual events as they transpire, and will not attempt to film "re-creations" or fictional experiences;

Prior to using any Recorded Content, Producer will obtain written permissions from any individual whose image or voice is recognizable in the Production authorizing the use of such image or voice; and

No use will be made of any Recorded Content, except as may subsequently be authorized by Burning Man pursuant to Section 9 of this Agreement.

8. Limitations on Types of Recorded Content. Producer agrees that the Production will contain no images or sound of nudity, partial nudity, sexual activity, the use of illicit drugs, or any act that might be considered in violation of criminal laws.

9. Delivery of the Production to Burning Man. Producer shall, within 15 days of completing the material for the Production described in Section 3, provide Burning Man with a copy of the final proposed Production—in digital NTSC format only—for placement in Burning Man's archives. Producer grants to Burning Man an irrevocable royalty-free worldwide license to reproduce, publicly display, and publicly perform any part or all of the Production or any Recorded Content at Burning Man art shows, in the Burning Man newsletter or other brochures or mailings, at Burning Man events, in a film or video created by or on behalf of Burning Man, in presentations or at conferences, and on websites concerning Burning Man.

10. Use of Recorded Content. Producer may not display or distribute the Production, or otherwise use any of the Recorded Content, unless the Production or other proposed use of the Recorded Content has first been submitted to Burning Man's Communications Department, with specific information about the desired method of dissemination to the public, and Burning Man has provided Producer with written notice approving and licensing such specific use (a "Use License"), which Use License may be denied for any reason in Burning Man's sole discretion. This means that, for example, but not limited to these examples, Producer may not publish or display Recorded Content in any book, magazine article, or gallery art show; may not sell Recorded Content or make digital downloads available on any website (including Producer's personal websites); and may not place Recorded Content with any stock photography agency, unless the Production has been submitted to Burning Man and Burning Man has provided a written Use License.

Producer's Initials

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**11. Review of Records.** If Burning Man grants a Use License pursuant to Section 10 of this Agreement, Producer shall, upon Burning Man's request, promptly deliver to Burning Man copies of any agreements concerning the display or distribution of the Production or any Recorded Content.

**12. Consideration.** Producer's license to record Recorded Content pursuant to Section 4 of this Agreement is royalty-free. In consideration of granting a Use License to Producer pursuant to Section 10 of this Agreement, Burning Man may require Producer to pay Burning Man a flat fee or a percentage of gross revenues obtained as a result of a licensed use of the Production. Such consideration, if any, will be specified in the Use License.

**13. No Assignment, Sublicensing, or Unauthorized Use.** Producer may not assign this Agreement or any licenses granted to Producer pursuant to this Agreement, may not sublicense any rights granted to Producer pursuant to this Agreement, and may not enter into any license agreement with any third party for any Recorded Content, except with the prior written consent of Burning Man, which consent may be withheld for any reason in Burning Man's sole discretion. Any attempted assignment, license and/or sublicense without Burning Man's prior written consent shall be void and shall transfer no rights to the purported assignee/sublicensee, and upon such attempted assignment and/or sublicense, all licenses granted by Burning Man to Producer under this Agreement shall automatically terminate. Producer assigns to Burning Man a joint ownership in the copyright to all Recorded Content, so that if any third party uses any Recorded Content in a manner not authorized by this Agreement, Burning Man can enforce against the third party any restrictions concerning use of the Recorded Content. Producer appoints Burning Man as her/his/its attorney-in-fact to execute any documents necessary to effectuate such assignment. Burning Man agrees that it will not utilize this joint copyright ownership to enter into any licensing agreements for the Recorded Content or the Production.

Producer's Initials

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**14. Event Attendance.** Producer understands that Burning Man has exclusive control over the Event site; that access to the Event site is not a right, but a privilege subject in part to the terms of this Agreement; and that Producer's access to the Event may be denied or terminated at any time by Burning Man for any violation of this Agreement, the Guidelines, or Event policies without refund of ticket price.

**15. Breach of Agreement.** If Producer breaches any term of this Agreement, including the Guidelines and any representations or warranties herein, the licenses granted in this Agreement shall immediately terminate, and Producer shall have no further right to make any use of any Recorded Content.

**16. Arbitration.** The parties voluntarily agree to submit any dispute arising out of or relating to this Agreement that cannot be resolved by meeting and conferring among themselves to binding arbitration in San Francisco, California, before a single, mutually agreeable arbitrator. Each party shall have the right to be represented by counsel at arbitration, and the prevailing party in any arbitration or lawsuit shall be entitled to recover its reasonable attorneys' fees and costs. Decisions and awards rendered by the arbitrator, including any decision about which party shall pay costs and/or attorneys' fees, shall be final and conclusive and may be entered in any court having jurisdiction thereof as a basis of judgment and of the issuance of execution for its collection. If either party determines in good faith that injunctive relief is needed, it may seek such injunctive relief in state or federal court located in San Francisco, California, and both parties consent to the personal jurisdiction of those courts.

Producer's Initials

JG

**17. Governing Law and Integration.** This is a fully integrated Agreement, made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of California, except that parole evidence shall not be admissible to interpret, vary, or modify any of the terms of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof.

18. **Severability.** Should any provision of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, the Agreement shall remain in effect and the offending provision shall be modified to the extent required to make the provision valid and enforceable; provided however that each and all of provisions in Sections 4 and 10 form the essence of the bargain set forth in this Agreement and are not severable from the remainder of this Agreement. Should any provision of Section 4 or 10 be held invalid or unenforceable, then this entire Agreement shall be void and Producer shall have no rights to use any Recorded Content in any manner.

19. **Notices.** All notices, requests, demands, and other communications under this Agreement (“Notices”) shall be in writing and sent by personal delivery, overnight courier, or email, and shall be deemed to have been given on the date of receipt, unless transmitted by email, in which case the Notice shall be deemed to have been given when the recipient acknowledges having received the email. Notices shall be addressed as follows, unless otherwise communicated to the other party in writing:

To Burning Man:

Burning Man

Attn: Communications Department

660 Alabama Street

San Francisco, California 94110

Email: [press@burningman.org](mailto:press@burningman.org)

To Producer:

To Producer’s address in Section 1

20. **Release and Indemnification.** Producer, for herself/himself/itself and on behalf of any of her/his/its collaborators, affiliates, employees, volunteers, contractors, funders, representatives, and agents (collectively, “Releasors”), assumes all risk of injury or loss and hereby releases, waives, discharges, and covenants not to sue Burning Man or its officers, directors, employees, collaborators, affiliates, volunteers, contractors, funders, representatives, and agents (collectively, “Releasees”) from all claims and liability, known and unknown, that are or may be owed to Releasors and Releasors’ personal representatives, assigns, heirs, and next of kin, for any loss or damage of any sort arising out of or relating to the Production, the Recorded Content, and/or Producer’s attendance at the Event. Releasors expressly waive all rights they may have under Section 1542 of the California Civil Code, which states: A GENERAL RELEASE DOES NOT EXTEND THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. If, however, any Releasee files a claim against Releasors, Releasors may file a counterclaim or cross-complaint related to the same facts and circumstances. Releasors expressly agree the release and waiver herein are intended to be as broad and as inclusive as permitted by governing law. Nothing in this Section is intended to release any nonperformance or breach of this Agreement by Burning Man. Releasors shall indemnify, defend, and hold Releasees harmless from and against any claim, suit, loss, demand, or damage, actual or threatened, valid or invalid, and from any damages, judgments, liabilities, costs, and expenses (including reasonable attorneys’ fees), direct or indirect, arising out of or relating to the Production, the Recorded Content, and/or Producer’s attendance at the Event.

21. **Miscellaneous.** This Agreement cannot be amended, waived or superseded, in the whole or in part, except by a written agreement signed by all parties to this Agreement. No delay or omissions on the part of any party to this Agreement shall operate as a waiver of any such right or any other right. Waiver of any one breach of any provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. Section headings are for convenience only and are not part of the Agreement. Producer, if she/he/it executes this Agreement on behalf of any other person or entity, represents and warrants that she/he/it has authority to bind such person or entity to this Agreement. This Agreement may be signed in counterparts, which together shall constitute one contract. Faxed or scanned and emailed signatures shall be construed to be as valid as originals.

IN WITNESS WHEREOF, the parties understand, agree to, and are bound by all provisions of this Agreement, and have executed the Agreement on the dates below.

## 6. Agreement Signature

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By submitting this application you agree to all of the rules/stipulations outlined in the previous page. Receiving a copy of your completed agreement does NOT indicate approval for publication, only for capturing of Recorded Content.

Clicking this box indicates my acceptance of the all of the rules/stipulations outlined in the previous page.

Signature

A handwritten signature in black ink, appearing to read 'J. Greenberg', with a stylized, cursive script.

Signature of: Jonathan Greenberg

## 7. Thank You!

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Thank you for completing your media agreement. This contract authorizes you to record in BRC, but you are not authorized to publish any content until you receive written permission from the Burning Man Media Department.

Once you arrive in black Rock City, you will need bring all of your cameras to check in at Media Mecca prior to starting your project. Media Mecca is located at 10:45 on Center Camp Road. If you fail to check-in at Media Mecca when you arrive in Black Rock City, your permission to shoot imagery at Burning Man will be automatically revoked.