



2019 DRUM CORPS ASSOCIATES PARTICIPATION AGREEMENT

Mini CORPS:

ADDRESS:

THIS AGREEMENT (the "Agreement") is made by and between Drum Corps Associates, Inc., 4 South Orange Avenue #199, South Orange, NJ 07079 ("DCA") 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 DCA at DCA-sponsored events throughout the 2019 calendar year, including but not limited to the 2019 DCA World Championships (the "World Championships") **tentatively scheduled for Friday August 30, 2019 through Monday September 02, 2019 (Labor Day)**, at The Williamsport Community Arts Center in Williamsport, PA. As used herein, the term "World Championships" shall include the Corps' performance at "DCA Prelims" and/or "DCA Finals" and/or the "DCA Alumni Show" and/or the "DCA Mini Corps Competition," (to be held at the Williamsport Community Arts Center) as the case may be, and the term "DCA-sponsored events" shall include all DCA drum and bugle corps shows during the 2019 calendar year and the World Championships. **The "Corps" agree to comply with all DCA by-laws, rules and regulations while participating in DCA-sponsored events. The Corps agrees to comply with rules, laws and guidelines set forth by the Williamsport High School Stadium in Williamsport, PA, along with but not limited to any and all surrounding Municipalities, City of Williamsport, and State of Pennsylvania.**

2. PERFORMANCE RIGHTS. DCA will make arrangements with ASCAP, SEASAC and BMI to allow the public performance of music within their catalogs at DCA-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 DCA 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 DCA 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



hereby assigns, transfers and conveys to DCA, 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 DCA 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 DCA-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 DCA as an additional insured under said policy, and shall furnish DCA with a written copy of said policy no later than the date of the first competition of the competitive season. . Failure to provide proof of insurance naming DCA as an additional insured by the date of the competitive season's first competition may result in the Corps not being permitted to participate and/or compete in any competition until said proof of insurance is supplied to DCA.

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 DCA, 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) DCA'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 DCA 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 Jersey 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 a



default in one or more instances shall not be construed as a continuing waiver or as a waiver in other instances.

8. ASSIGNMENT. DCA 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 DCA’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 DCA, and any purported assignment without the prior written consent of DCA 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. CHAMPIONSHIP ROOMS. If DCA has booked rooms for a corps the corps itself is responsible for payment in full for blocked rooms. Corps understands that as of August 1st they own and are responsible for payment in full. August 1st is also the date that rooming lists and method of payment need to be in place.

11. 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:

DCA

CORPS

Dick Fischette, Chairman

AUTHORIZED SIGNATORY

DATE _____

PRINT NAME

DATE