**Intellectual Property Release Agreement**

 *State of \_\_\_\_\_\_\_\_\_\_*

This Intellectual Property Release Agreement (hereinafter "Release"), effective as of the date set forth below, is made by and between the following parties:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter "Contributor"), having an address at the following:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter "Artist"), having an address at the following:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 ***RECITALS:***

*WHEREAS,* Contributor owns all right, title and interest in and to of intellectual property defined specifically as the following:

*WHEREAS,* Artist wishes to acquire such right, title and interest in and to said

*WHEREAS*, Contributor is willing to relinquish absolute right, title and interest in and to said

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

 **Article 1 - RELEASE:**

Contributor hereby releases, and Artist does accept, the absolute and unconditional right to reproduce, prepare derivate works, distribute, perform, and/or display the as applicable. Contributor does not hold any remaining rights in and to the and the unconditional ability to use and exploit the belongs exclusively to Artist.

 **Article 2 - REPRESENTATIONS:**

Contributor hereby represents and warrants that Contributor is the exclusive holder of any all rights in and to the and that no other individual or entity may claim any rights, title and/or interest in and to said Contributor additionally warrants that Contributor has all necessary rights required to grant Artist unconditional and unlimited use and exploitation of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Article 3 - AGE OF CONSENT**

Contributor hereby warrants that Contributor is of full legal age and has the right to contract in the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the country \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 **Article 4 - ASSIGNMENT:**

The rights and obligations under this agreement will inure to the benefit and be binding upon any of Contributor's successors and assignees, as well as any of Artist's successors and assignees.

 **Article 5 - JURISDICTION & GOVERNING LAW**

This Release shall be governed in all respects by the laws of the state of \_\_\_\_\_\_\_\_\_\_\_\_ and any applicable federal laws. Both parties consent to jurisdiction under the state and federal courts within the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 **Article 6 - COUNTERPARTS:**

This Release may be executed in counterparts, all of which shall constitute a single agreement between the parties. If the dates set forth at the end of this document are different, this Release to be considered effective as of the date that both parties have signed the Release, which may be the later date.

 **Article 7 - ADVICE OF COUNSEL**

Contributor acknowledges that Contributor had reasonable and sufficient opportunity to obtain independent legal advice regarding this Release. Contributor covenants that Contributor has either received such independent legal advice prior to executing this Agreement or that Contributor has independently and willingly chosen not to obtain legal advice and is executing this Release without doing so.

 **Article 8 - ENTIRE AGREEMENT**

This Release constitutes the entire agreement between the parties and supersedes any prior or contemporaneous understandings, whether written or oral.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Contributor*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Signature of \_\_\_\_\_\_\_\_*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Date*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Artist

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *Signature of \_\_\_\_\_\_\_\_*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Date*