

MANDATORY INDEMNIFICATION AGREEMENT

Customer _____ Band/Artist/Org. _____
Address _____ Program Title _____
City/ST/Zip _____ Phone _____

By executing below, hereby represents and warrants with respect to any/all data, recorded and printed materials delivered to KABA AUDIO PRODUCTIONS in connection with this Agreement that:

1. Customer has obtained all rights and permissions required to be obtained to have the data and artwork supplied by Customer to reproduce in any media without infringing any trademark, copyright, contract, property rights and paid any and all royalties required to pay, pursuant to any contractual agreements governing such materials, and the Copyrights Law of the United States of America and any other applicable statutes or comparable law of any other jurisdiction regulating the rights and use of data, recorded and printed materials.
2. The materials do not contain matter which constitutes a libel or defamation of/or an invasion of the rights of privacy or publicity of any individual.

In consideration of supplying products herein and providing the services to the Customer under this Agreement, the Customer hereby indemnifies harmless from and against any/all claims, threats, suits, penalties, liabilities, costs and expenses (including without limitation, legal fees, costs and disbursement) incurred, suffered or expended by/or threatened and any contractual agreement governing the data, recorded and printed materials delivered to pursuant to the Agreement and any claim of infringement of copyrights or of any claim for royalties pursuant to the Copyright Law of the United States of America, or any other applicable statutes or comparable law of any other jurisdiction regulating the rights and use of data, recorded and printed materials.

Customer (Print Name) _____ Title _____
X _____ Date _____
Signature

