

THE STURGIS BUFFALO CHIP® MEDIA LOCATION RELEASE (LICENSE AGREEMENT)

The undersigned licensee (company), being a recognized news gathering media, desires to report on, photograph, videotape and/or audiotape events and people at the Sturgis Buffalo Chip (Chip) in Sturgis, South Dakota, during _____.

If the Buffalo Chip, upon the terms, covenants and conditions stated herein, grants admission into the Buffalo Chip Campground to the undersigned licensee's representatives, reporters and photographers, the undersigned agrees to the following as conditions to admission:

1. Use of the recordings, whether photographic, video or otherwise, made at the Chip is restricted to use in licensee's print publications, website, online media and blog. Unauthorized use may be terminated by injunction. All video requires an additional executed agreement available upon request.
2. Video interviews of entertainers and Chip personnel may be conducted onsite with Buffalo Chip branding included in the shot. All interviews with entertainers and Chip staff will be prearranged through publicist Cody Ertman or his designee; and,
3. Entertainer approved video of events on the Wolfman Jack Stage (the Chip's main stage) shall include images of the stage scrims containing Chip logos. The undersigned represents that those images shall be visibly and prominently contained in the final edits of its final production; and,
4. The undersigned will not videotape or photograph any person who appears in a state of nudity or semi-nudity. Nudity and semi-nudity are defined as:
 - (1) *Less than completely and opaquely covered human genitals, anus, or female breasts at or below the top of the areola; or*
 - (2) *Human male genitals in a discernibly turgid state, even if completely and opaquely covered; and,*
5. Interviews taking place at the Chip shall be identified as having taking place at "The Buffalo Chip" or the "Sturgis Buffalo Chip." No other representation is acceptable. Computer graphics (CGs) used to identify the location of interviews and events which have taken place at the Chip shall be the Chip's logo (which will be provided) or the words "Sturgis Buffalo Chip;" and,

6. A final edited version of all events covered by the undersigned at the Chip shall be provided to the Chip in the form of tear sheets, internet links, or scans (print media), MP3 (radio) and video file (video) emailed to: cody.ertman@buffalochip.com or mailed to Buffalo Chip Campground, 20622 Ft Meade Way, Sturgis, SD 57785 immediately upon release. The Chip is hereby granted license to use (with credit), all or any part of these final edited versions on its website and for promotional purposes; and,

7. The undersigned shall obtain from each person interviewed a standard model release which releases and discharges Buffalo Chip Campground, LLC from any and all claims and demands arising out of or in connection with the taking of and or use of the photographs or videotape, including, but not limited to any and all claims for libel, and grants unrestricted usage of all or any part of the interview worldwide and in perpetuity. The authorization and release must also inure to the benefit of Chip's legal representatives, licensees and assigns. A copy of each of these releases must be provided to the Chip no later than September 1, at the address in section 6.

8. **EXCLUDED RIGHTS.** Without further express written permission, no video or recording may be taken of any musical performance.

9. **EXCLUDED RIGHTS.** No photograph or recording of any kind may be permitted for broadcast without an executed location filming agreement.

10. **EXCLUDED RIGHTS.** Any photograph or other recording made in violation of this agreement shall be the Chip's sole property and the Chip may enjoin it use for publication, duplication, broadcast any other purpose.

11. The undersigned represents and warrants that he/she is authorized to execute this agreement on behalf of the company named.

12. This agreement is binding upon the parties and their respective legal representatives, successors, licensees and assigns.

LICENSEE MEDIA COMPANY:

Company Name: _____

Representative Name: _____

Street Address: _____

City, State & Zip: _____

Main telephone: _____

Representative's cell phone: _____

TERMS AGREED TO this _____ day of _____, 20 _____

PRINTED NAME OF MEDIA COMPANY

BUFFALO CHIP CAMPGROUND, LLC

Media Representative Signature

Buffalo Chip Representative Signature

Title

Title