

CALIFORNIA POETS IN THE SCHOOLS
2131 19th Avenue #203 - San Francisco, CA 94116
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STUDENT Poetry & Art RELEASE AGREEMENT

THIS AGREEMENT, effective as of the date indicated below, is by and between CALIFORNIA POETS IN THE SCHOOLS, a California nonprofit corporation ("CPITS"), and ("STUDENT POET"), a minor child, by and through Poet's parents or legal guardian, based on the following:

CPITS is a culturally diverse, nonprofit, educational program whose mission is to benefit children, poetry, and creative expression; and

STUDENT POET is the sole, exclusive, and original author of various artistic and creative expressions that may include, but are not limited to, poems, writings, visual art, and other similar depiction in any form or medium (collectively referred to herein as "Original Work"). Poet has not copied in whole or in part the work of another.; and

CPITS desires to publish the STUDENT POET'S Original Work in the yearly Anthology and/or various projects put forth by CPITS in the future including print, photography, video, audio and inclusion in the CPITS website, blog, or promotional materials for educational purposes.

STUDENT POET desires that CPITS publish POET's Original Work in the publication and/or production of individual or various projects put forth by CPITS in the future ; and **BASED ON THE FOREGOING, THE PARTIES AGREE AS FOLLOWS:**

1. STUDENT POET grants CPITS the royalty-free, non-exclusive right to publish STUDENT POET's Original Work, or any modifications of the Original Work, in publications and productions of CPITS's choosing.
2. Except as provided herein, POET is the sole owner of any copyrights to POET's Original Work, and POET retains all rights to reproduce, distribute, perform, or display the Original Work along with all other rights, privileges, and remedies granted or reserved to a holder of a United States copyright. POET does, however, grant CPITS the right to license others to publish POET's Original work, as a means of carrying out the mission of CPITS, except that all such licenses granted shall be of a non-exclusive nature.
3. **STUDENT POET will receive a copy of the _____ Anthology** as consideration for POET's grant of rights in the Original Work, if student's work is selected to be used in the book.
4. Poet agrees that if the Poet's work is discovered to be copied in whole or in part that the Poet will forfeit the right to have his or her work published by CPITS in the future. Poet agrees to indemnify and hold harmless CPITS, its Board members, officers, employees and agents from any claim, legal action or discipline, including any and all costs and attorney's fees, brought as a result of the Poet copying another's work in whole or in part.

BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT THE WORK IS MY SOLE, EXCLUSIVE, AND ORIGINAL WORK AND I HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY EACH AND EVERY TERM HEREIN.

By: _____ Dated _____, 20____

Signature of Parent or Legal Guardian if under 18 yrs

Address _____

City _____ State _____ Zip _____ Phone (____) _____

Parent's email address _____ CPITS POET TEACHER: _____

By: "Student Poet"/Artist _____ COUNTY: _____

Address _____ If different from parent's address _____

City _____ State _____ Zip _____ Phone _____

Title of _____

Poem/Artwork/Photo: _____ 1/2015