

Authentic Story Cooperation Agreement

IMPORTANT: Please complete all applicable sections below. Failure to do so may lead to a delay in payment.

Sponsor: Kimpton

Producer:

Production Title:

Tongal Project: Your Authentic Best Stay
Ever Stories

1. **Assignment.** I, _____ ("**Owner**"), for good and valuable consideration, including, without limitation, any publicity that I might derive from my participation, grant to Producer as listed above and to his/her/its licensees, successors, and assigns, including Tongal, Inc. ("**Tongal**") and its licensees, successors, and assigns, including Sponsor, all irrevocable, perpetual, exclusive, throughout the universe, fully-paid, rights in and to the story submitted via Tongal ("**Property**"). Producer, Tongal, and Sponsor shall have the right to exploit the Property in all audiovisual works of all kinds and formats now known and hereafter devised.
2. **Payment:** Owner understands and acknowledges that full and complete compensation is a payment of \$2,000, in exchange for rights in the Property. Prizing is not paid until Owner has cooperated with the Producer and the video is completed.
3. **Submissions on Another's Behalf.** If submitting on someone else's behalf, the subject must agree to participate for no compensation beyond the Story award and, if appearing on camera, must also agree to the terms of a Talent Release in advance of receiving an award.
4. **Consultation/Materials.** At Producer's reasonable request, Owner shall consult with Producer during the pre-production, production, and post-production of any entry based in whole or in part on the Property. Owner agrees to furnish Producer, for use in the entry, requested information, documents, photographs, records, video, and audio recordings, and other material relating to the Property at no additional cost ("**Owner's Materials**"). If Sponsor does not choose Producer as listed above to create the resulting entry based on the Property, and, as a contingency for receiving payment, Owner agrees to fully cooperate in good faith with any producer Sponsor chooses to complete the entry.
5. **Other Agreements and Releases.** Contemporaneously with this Agreement, to be eligible to win payment, Owner shall be required to complete an Intellectual Property Rights Assignment Agreement, a Winner's Affidavit and Release, and a Talent Release (if Owner shall appear on screen). Payment to Owner shall be withheld until Tongal receives these fully completed and executed documents.

Owner

Signature

Print Name: _____

Address: _____

Producer

Signature

Print Name: _____

Address: _____

