



INDEMNIFICATION AGREEMENT

Russell Video Services, Inc. requires you or an officer of your company to sign the following indemnification agreement to help protect you, our valued customer and ourselves. Please execute accordingly and send back to Russell Video Services, Inc. prior to the commencement of your project.

_____, by executing below, hereby agrees, represents and warrants with respect to any and all video, audio, photographs, data, documents, computer databases, information, and other recorded and printed materials delivered to Russell Video Services, Inc. in connection with this Agreement (the "Materials") that:

1. The Customer has obtained all rights, permissions and authorizations required to be obtained to have the materials supplied by Customer to Russell Video Services, Inc. published onto redistributable media (or any format including, but not limited to, DVDs, CDs, print, audio and video cassettes and floppy discs) without infringing or breaching any trademark, copyright, patent, license, contract, or property right(s) and has paid any and all royalties and fees required to be paid, pursuant to any contractual agreements governing such materials, and the Copyright Law of the United States of America and any other applicable statutes of comparable law of any other jurisdiction regulating the rights and use of video, audio, photographs, data, documents, computer databases, information, and other recorded and printed materials;
2. the Materials do not contain matter which constitutes libel or defamation of, or an invasion of the right of privacy or publicity of any individual, and;
3. the Materials do not contain obscene or pornographic matter.

The Customer further agrees, represents and warrants that it will not use, sell, transfer, or assign the rights to the any of the materials supplied by Russell Video Services, Inc. under this Agreement in a manner that will cause the Customer to infringe upon or breach any trademark, copyright, patent, license, contract, exhibition or property rights.

In consideration of Russell Video Services, Inc. supplying products herein and providing services to the Customer under this Agreement, the Customer hereby agrees to indemnify and hold Russell Video Services, Inc., its owners, directors, managers and employees harmless from and against any and all actual and threatened claims, suits, penalties, liabilities, damages, judgments, orders, stipulations, and costs and expenses (including without limitation, legal fees, costs and disbursements) incurred, suffered or expended by or threatened against Russell Video Services, Inc., its owners, directors, managers and employees by reason of, arising out of, or relating to this Agreement and/or the Materials provided by the Customer, including but not limited to any claim of infringement of copyright or of any claims for royalties or fees pursuant to the Copyright Law of the United States of America or World Copyright Law or any other applicable law or any other statutes or comparable law of any other jurisdiction regulating the rights and use of the Materials.

Signature: _____

Please print your name: _____ Date: _____

Organization / Title: _____

