

# MUSIC VIDEO DEAL MEMO (STUDENT PRODUCTION)

*For educational, non-commercial collaboration between Student Producers and Artist/Band*

This DEAL MEMO ("Agreement") is entered into as of **October 4<sup>th</sup>** by and between:

(1) "PRODUCERS": Nayeli Rodriguez, affiliated with CSUDH, DMA 400-01, FALL 2025, Producer  
Contact: 3745 W 105<sup>th</sup> St, Inglewood, CA, 90303, [nrodriguez209@toromail.csudh.edu](mailto:nrodriguez209@toromail.csudh.edu), (424) 223-1257

(2) "ARTIST/BAND": O. Bree Mays, (425) 466-6171; Authorized Signatory: \_\_\_\_\_

## PROJECT

1. Working Title: Harlequin Music Video
2. Song Title & Writers/Publishers (if known): O. Bree Mays, Sophia Frow
3. Featured Performers: No
4. Purpose: Non-commercial, educational production of a music video created by the Producers as part of coursework/portfolio.

## SCOPE OF WORK

5. Production Dates & Locations: Saturday, October 4<sup>th</sup> 2025, and Friday, October 10<sup>th</sup> 2025
6. Deliverables (from Producers): One (1) final edited music video (approx. [mm: ss] minutes), 1080p or 4K, .mp4/.mov; one (1) watermarked review link for notes; *Delivery* targets: Rough cut by October 27<sup>th</sup>; Final by December 1<sup>st</sup>.
7. Approval/Notes: Up to 2-3 rounds of notes from ARTIST/BAND within 1-2 days of receiving a cut. Producers retain final editorial control (see Ownership & Rights).

## CREDITS

8. On-screen credits shall read substantially as: 'Artist/Band: Bree Mays| Directed: Cheyanne Preuitt, Producer: Nayeli Rodriguez, Co-Director: Yanelly Martinez, Editor: Jonathan Ramirez, Grips: Nayeli Rodriguez, Jonathan Ramirez, Devron Carter, and Edgar Rojas. Director of Photography: Yanelly Martinez and Carlos Gutierrez. CSUDH, DMA 400-01, FALL 2025' Credit placement in the end card or description, where applicable.

## SAFETY / RELEASES

9. ARTIST/BAND agrees to sign standard appearance/release forms for all members who appear. Producers will follow school safety protocols. ARTIST/BAND is responsible for its own instruments/gear.

## BUDGET / COSTS

10. Either Party owes no cash compensation. Each Party covers its own costs unless otherwise stated here: Gas and Food

## **OWNERSHIP & RIGHTS**

11. NOT WORK MADE FOR HIRE. The Parties acknowledge and agree that the music video footage, audio recordings, edits, graphics, and production elements created by Producers (collectively, the ‘Video’) are NOT ‘works made for hire’ under 17 U.S.C. § 101. Producers and their institution retain all right, title, and interest in and to the Video and all derivative works, subject only to the limited licenses granted herein.

12. LICENSE FROM ARTIST/BAND TO PRODUCERS (MUSIC RIGHTS). (a) ARTIST/BAND represents and warrants that it controls or has secured all necessary rights to the musical composition(s) and master recording(s) embodied in the Song for purposes of this Agreement (including any label/publisher approvals). (b) ARTIST/BAND hereby grants Producers a non-exclusive, worldwide, royalty-free license to synchronize and embody the Song (composition and master) in the Video and to reproduce, publicly display, and perform the Video for strictly NON-COMMERCIAL uses: classroom exhibition, student portfolio/reel, academic showcases/festivals (non-commercial), and posting on for profit platforms, non-monetized school or student channels (e.g., Vimeo/YouTube uploads with monetization OFF and no Content ID claims). No separate music royalties shall be owed for such uses.

13. LIMITED LICENSE FROM PRODUCERS TO ARTIST/BAND (NO PROFIT USE). (a) Producers grant ARTIST/BAND a non-exclusive, non-transferable, worldwide license to share the final Video ONLY for NON-COMMERCIAL promotional purposes (e.g., embedding or reposting on ARTIST/BAND’s website and social media) provided that (i) the Video is posted without platform monetization or ad revenue, (ii) no edits, overlays, or re-cuts are made without Producers’ prior written consent, and (iii) proper credits are included as stated above. (b) NO COMMERCIAL EXPLOITATION BY ARTIST/BAND. ARTIST/BAND and its members/affiliates may NOT exploit the Video for profit in any manner, including but not limited to: monetized uploads; paid advertising; paid exhibitions; licensing or sublicensing the Video to third parties; inclusion in revenue-generating compilations; or any use that generates direct or indirect revenue. ARTIST/BAND shall not assert Content ID claims on the Video or enable revenue share on any platform. Any commercial use requires a separate, written license with negotiated terms and consideration.

14. PRODUCERS’ USES. Subject to Sec. 12, Producers may exhibit the Video for non-commercial educational purposes, portfolio/showreel, institutional websites, festival submissions (non-theatrical and non-commercial), and private links to prospective employers/collaborators. Any commercial distribution by Producers (e.g., ad-supported release, paid platforms, licensing) would require a separate written agreement with ARTIST/BAND regarding music rights.

15. NO ASSIGNMENT OF UNDERLYING MUSIC. Nothing herein transfers ownership of the Song or master to Producers; likewise, nothing transfers ownership of the Video to ARTIST/BAND.

## **REPRESENTATIONS & WARRANTIES**

16. Each Party represents that it has the authority to enter into this Agreement. ARTIST/BAND represents that the Song and performance do not infringe third-party rights, and that necessary label/publisher approvals (if any) will be obtained.

**INDEMNITY (STUDENT-FRIENDLY / LIMITED)**

17. Each Party will be responsible for its own negligence and material breaches of this Agreement. Neither Party shall be liable for consequential damages. (Institutions may require additional language—attach addendum if needed.)

**TERM & TERMINATION**

18. Term: This Agreement is effective on the Effective Date and continues indefinitely for the non-commercial licenses described. Either Party may terminate for material breach after fifteen (15) days’ written notice and opportunity to cure. Termination does not unwind prior authorized non-commercial displays that occurred before termination.

**NO PUBLICITY WAIVER / NAME & LIKENESS**

19. ARTIST/BAND grants Producers the right to depict names, likenesses, and performances captured during production in the Video and related non-commercial promotion of the Video per Sec. 14.

**MISCELLANEOUS**

20. Entire agreement; amendments in writing; severability. This memo may be executed electronically (e-signature acceptable).

21. Governing Law & Venue: State of California. Good-faith discussion before any claim; small-claims or mediation encouraged for student projects.

22. Notices: Via email to the contacts listed above.

**SIGNATURES**

**PRODUCERS (Student Representative)**

Name: Nayeli Rodriguez

Signature: Nayeli R

Date: 09/15/2025

**ARTIST/BAND (Authorized Signatory)**

Name/Title: \_\_\_\_\_

Signature: Bree Mays

Date: 11/16/2025

*Attachments (optional): A) Production Schedule, B) Appearance/Location Releases, C) School/Institution Addendum*

## MUSICAL COMPOSITION RELEASE

I Sophie Frow, **composer** of the musical composition titled:  
*(Composer's Name)*

Harlequin  
*(Title of Musical Composition)*

hereby grant permission to Nayeli Rodriguez,  
*(Producers of the Student TV Project)*

to use the aforementioned **musical composition** only in the Student TV Project titled:

Harlequin Music Video  
*(Title of Student TV Project)*

*\*(It is understood that as composer of this musical composition, I will maintain my copyright to this musical composition and that use of this musical composition in any other media production project will require a separate Musical Composition Release signed by me (and possibly the publishers of this musical composition, if any) in order to grant permission to the aforementioned producer/owner and/or any other producers).*

I hereby **waive any right to the payment of royalties or other remuneration** to me for use of the aforementioned **musical composition** in the aforementioned student project.

Although I will receive recognition as “**composer**” of the musical composition in the credits and/or notation credits of this student project, I **waive any right to inspect or approve the use of the aforementioned musical composition** within the contents of the aforementioned student TV project.

I hereby **release, discharge, and agree to hold harmless** California State University, Dominguez Hills, a campus of the California State University and Colleges under the authority of the Board of Trustees, its agents, officers, and employees from any liability resulting from my involvement and participation in the activities of the aforementioned student TV project and the subsequent public airing, screening, and/or distribution of the aforementioned project on private, educational, cable, web, or broadcast television media.

I fully understand the above provisions and do hereby freely and voluntarily consent to these provisions by my signature below.

  
\_\_\_\_\_

11/16/2025  
*Date*

*Signature*

## MUSICAL COMPOSITION RELEASE

I Sophie Frow, **composer** of the musical composition titled:  
*(Composer's Name)*

Harlequin  
*(Title of Musical Composition)*

hereby grant permission to Nayeli Rodriguez,  
*(Producers of the Student TV Project)*

to use the aforementioned **musical composition** only in the Student TV Project titled:

Harlequin Music Video  
*(Title of Student TV Project)*

*\*(It is understood that as composer of this musical composition, I will maintain my copyright to this musical composition and that use of this musical composition in any other media production project will require a separate Musical Composition Release signed by me (and possibly the publishers of this musical composition, if any) in order to grant permission to the aforementioned producer/owner and/or any other producers).*

I hereby **waive any right to the payment of royalties or other remuneration** to me for use of the aforementioned **musical composition** in the aforementioned student project.

Although I will receive recognition as “**composer**” of the musical composition in the credits and/or notation credits of this student project, I **waive any right to inspect or approve the use of the aforementioned musical composition** within the contents of the aforementioned student TV project.

I hereby **release, discharge, and agree to hold harmless** California State University, Dominguez Hills, a campus of the California State University and Colleges under the authority of the Board of Trustees, its agents, officers, and employees from any liability resulting from my involvement and participation in the activities of the aforementioned student TV project and the subsequent public airing, screening, and/or distribution of the aforementioned project on private, educational, cable, web, or broadcast television media.

I fully understand the above provisions and do hereby freely and voluntarily consent to these provisions by my signature below.



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11/16/2025

*Date*

*Signature*

## MUSICAL PERFORMANCE TALENT RELEASE

I Bree Mays, a performer of vocal, instrumental and/or  
*(Performer's Name)*

MIDI arrangements/orchestrations on the musical composition/sound recording titled:

Harlequin  
*(Title of Musical Composition/Sound Recording)*

hereby grant permission to Nayeli Rodriguez,  
*(Producers of the Student TV Project)*

to use my **musical performance** in the Student TV Project titled:

Harlequin Music Video  
*(Title of Student TV Project)*

*\*(It is understood that use of my musical performance in any other media project will require a separate Musical Performance Talent Release signed by me in order to grant permission to the aforementioned producer(s)/owner(s) and/or any other producers).*

It is further understood that I am granting permission only for my **musical performance** in this original sound recording of the aforementioned musical composition, and not for use of the musical composition itself which will require separate written permission from the "composer" of the musical composition and/or its publishers.

I hereby **waive any right to the payment of royalties or other remuneration** to me for use of my **musical performance** in the aforementioned student TV project.

Although I will receive recognition as a "**performer**" in this sound recording of the aforementioned musical composition in the credits and/or notation credits of this production project, I **waive any right to inspect or approve the use of my performance** within the contents of the aforementioned sound recording project.

I hereby **release, discharge, and agree to hold harmless** California State University, Dominguez Hills, a campus of the California State University and Colleges under the authority of the Board of Trustees, its agents, officers, and employees from any liability resulting from my involvement and participation in the activities of the aforementioned student TV project and the subsequent public airing, screening, and/or distribution of the aforementioned project on private, educational, cable, web, or broadcast television media.

I fully understand the above provisions and do hereby freely and voluntarily consent to these provisions by my signature below.



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11/16/2025 *Signature*

*Date*

## STANDARD LOCATION RELEASE

TV PROJECT TITLE: Harlequin Music Video

PRODUCER(s): Nayeli Rodriguez

Permission is hereby granted to the aforementioned producer(s) to use the property located at the following address:

California State University Dominguez Hills University Theater (1000 E Victoria St, Carson, CA 90747)

on the following dates and times:

October 4<sup>th</sup>, 2025 from 8 am to 3 pm

for the purpose of photographing and recording scenes for the aforementioned TV project.

Permission includes the right to bring personnel and equipment onto the property and to remove them after completion of the work. The permission herein granted shall include the right, but not the obligation, to photograph the actual name connected with the premises and to use such name in the project.

The **undersigned** hereby gives to the aforementioned producer(s) the right and permission to copyright, use, exhibit, display, print, reproduce, televise, broadcast and distribute, for any lawful purpose, in whole or in part, through any means without limitation, any scenes containing the above described premises, all without inspection or further consent or approval by the undersigned of the finished product or of the use to which it may be applied.

The aforementioned **producer(s)** hereby agree to hold the undersigned harmless of and free from any and all liability and loss which the aforementioned producer(s) and/or their agents may suffer for any reason, except that directly caused by the negligent acts or deliberate misconduct of the owner of the premises or its agents.

The **undersigned** hereby warrants and represents that the undersigned has full right and authority to solely enter into this agreement concerning the above described premises, and that the undersigned hereby indemnifies and holds the aforementioned producer(s) and/or their agents harmless from any and all loss, liability, costs, damages or claims of any nature arising from or concerning the use of the above described premises except those directly caused by the negligent acts or deliberate misconduct of the aforementioned producer(s) and their agents.

By: Christian Rosas, Theatre Manager

*Print Name and Title of Authorized Property Representative*

*Christian Rosas*

*Signature of Authorized Property Representative*

9/29/25

*Date*

## STANDARD LOCATION RELEASE

TV PROJECT TITLE: Harlequin Music Video

PRODUCER(s): Nayeli Rodriguez

Permission is hereby granted to the aforementioned producer(s) to use the property located at the following address:

12939 Biola Ave, La Mirada, CA, 90638

on the following dates and times:

Friday, October 10<sup>th</sup>, 2025 from 8am to 3pm

for the purpose of photographing and recording scenes for the aforementioned TV project.

Permission includes the right to bring personnel and equipment onto the property and to remove them after completion of the work. The permission herein granted shall include the right, but not the obligation, to photograph the actual name connected with the premises and to use such name in the project.

The **undersigned** hereby gives to the aforementioned producer(s) the right and permission to copyright, use, exhibit, display, print, reproduce, televise, broadcast and distribute, for any lawful purpose, in whole or in part, through any means without limitation, any scenes containing the above described premises, all without inspection or further consent or approval by the undersigned of the finished product or of the use to which it may be applied.

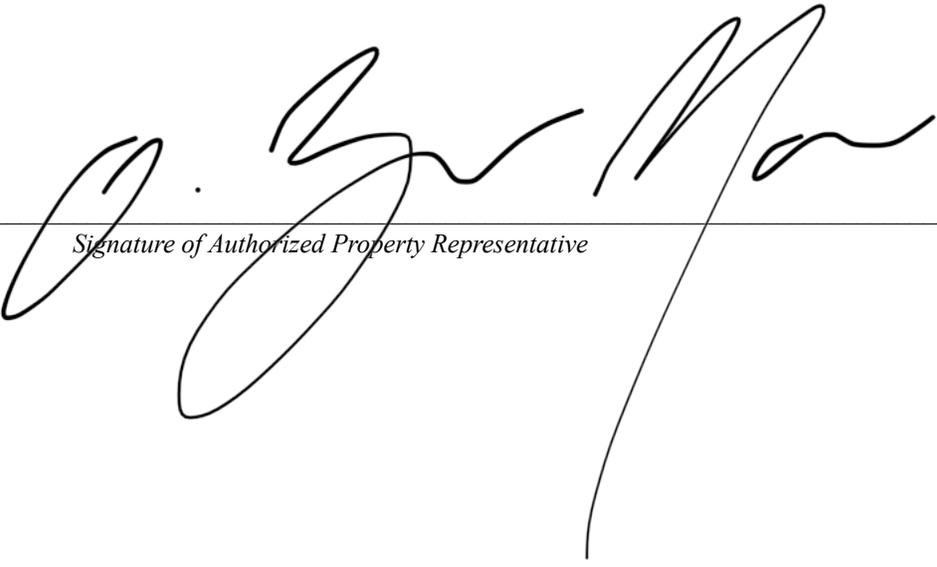
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The **undersigned** hereby warrants and represents that the undersigned has full right and authority to solely enter into this agreement concerning the above described premises, and that the undersigned hereby indemnifies and holds the aforementioned producer(s) and/or their agents harmless from any and all loss, liability, costs, damages or claims of any nature arising from or concerning the use of the above described premises except those directly caused by the negligent acts or deliberate misconduct of the aforementioned producer(s) and their agents.

By: Bree Mays

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*Print Name and Title of Authorized Property Representative*

A large, stylized handwritten signature in black ink, consisting of several loops and a long vertical stroke extending downwards.

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*Signature of Authorized Property Representative*

09/29/2025

*Date*