

CALIFORNIA POETS IN THE SCHOOLS
P.O. Box 1328 | Santa Rosa, CA 95402
Phone: 415-221-4201 | Email: info@cpits.org | www.californiapoets.org
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 (“CALPOETS”), and (“STUDENT POET”), a minor child, by and through STUDENT POET’S parents or legal guardian, based on the following:

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

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”). STUDENT POET has not copied in whole or in part the work of another;

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

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

1. STUDENT POET grants CALPOETS 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 CALPOETS’ choosing.
2. Except as provided herein, STUDENT POET is the sole owner of any copyrights to STUDENT POET’S Original Work, and STUDENT 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. STUDENT POET does, however, grant CALPOETS the right to license others to publish STUDENT POET’S Original work, as a means of carrying out the mission of CALPOETS, except that all such licenses granted shall be of a non-exclusive nature.
3. **Where applicable, STUDENT POET will receive a copy of the _____ Anthology** as consideration for STUDENT POET’S grant of rights in the Original Work, if student’s work is selected to be used in the book
4. STUDENT POET agrees that if the STUDENT POET’S work is discovered to be copied in whole or in part that the STUDENT POET will forfeit the right to have his or her work published by CALPOETS in the future. STUDENT POET agrees to indemnify and hold harmless CALPOETS, 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 STUDENT 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: _____ CALPOETS POET TEACHER: _____
Signature of Parent or Legal Guardian if under 18 yrs COUNTY: _____

Date: _____ **PLEASE PRINT ALL INFORMATION CLEARLY.**

Parent’s Address _____

City _____ State _____ Zip _____ Phone (____) _____

Parent’s email address _____

By: “Student Poet”/Artist _____

Address ___ If different from parent’s address _____

City _____ State _____ Zip _____ Phone (____) _____

Title of Poems or Artwork: _____