

THIS AGREEMENT is made as of the date written below, by and between Storyville Center For The Spoken Word, Inc. d/b/a The Moth, a 501(c)(3) not-for-profit organization, 330 West 38th Street, Suite #1403, New York, NY 10018 (hereinafter called the “Moth,” “we,” “us” or “our”), and you.

WHEREAS you desire to host one or more storytelling events in your home or other private venue (the “Venue”), under the banner of The Moth and known as a MothUP (each, a “MothUP Event”) at which participants (collectively, “Participants” and each individually a “Participant”) each tell one or more stories to a live audience, which performances will be recorded by audiovisual means;

WHEREAS you desire to use certain names and/or logos of The Moth in connection with each such MothUP Event;

WHEREAS you desire to submit each MothUP Video (as hereinafter defined) to the Moth for review and consideration;

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. The MothUP Event.

(a) You shall ensure that each MothUP Event shall be in compliance with The Moth guidelines therefor (as may be amended from time to time), including without limitation, as set forth on Exhibit A hereto (the “MothUP Guidelines”).

(b) Any audiovisual recording of the MothUP Event in digital video format according to technical specifications in accordance with the MothUP Guidelines shall be referred to as a “MothUP Video”

(c) Without limitation of the foregoing, you will provide the following, at your sole cost and expense, in connection with each MothUP Event: (i) the Venue, which shall be a non-commercial, private venue at which no admission is charged, (ii) all audiovisual recording equipment in accordance with the MothUP Guidelines, (iii) signed performer releases in the form attached hereto as Exhibit B or as otherwise directed by the Moth, and (iv) any and all such other materials as may be reasonably requested by the Moth from time to time.

2. MothUP Video. In the event you desire to submit the MothUP Video to The Moth for The Moth’s consideration, you may do so at your election, provided that each such submission shall be expressly subject to your representations, warranties and agreements hereunder and further provided that you adhere to the uploading guidelines set forth in the MothUP Guidelines.

3. Rights. You hereby grant to The Moth, our assigns, our licensees and our affiliates an exclusive (including as to you), royalty-free, perpetual license throughout the universe (the “Territory”) to use, perform, display, distribute and otherwise exploit the MothUP video via any and all non-commercial means. Without limiting the generality of the foregoing, The Moth and our designees will have the exclusive, perpetual right throughout the Territory to use the MothUP Video for any and all promotional and/or advertising purposes in connection with The Moth and/or MothUP. The rights granted to the Moth pursuant to this paragraph 3 shall include the right to refrain from doing any and/or all of the foregoing in our sole discretion without any payment to you. You shall not reproduce, prepare derivative works of, distribute, perform,

display, digitally transmit or otherwise exploit such MothUP Video except as expressly provided herein. The rights granted pursuant to this paragraph 3 shall be effective immediately upon your delivery of the applicable MothUP Video to The Moth hereunder.

4. Use of The Moth Name and Logo.

(a) Subject to your full compliance with all of your obligations hereunder, The Moth hereby grants to you the non-exclusive right to use the names and logos “MothUP” solely for the non-commercial purposes of staging the MothUP Event in the Venue as set forth herein and for promoting the MothUP Event, in each case subject to all of The Moth’s guidelines in connection therewith (which may from time to time be amended by The Moth), including, without limitation, those guidelines set forth on Exhibit A hereto.

(b) Without limitation of the foregoing, you shall not (i) use (or permit any third party to use) the name “The Moth” or otherwise host, stage, organize, promote and/or otherwise identify a MothUP Event as an official Moth event (including, without limitation, a so-called “Moth StorySLAM”), or (ii) promote the MothUP Event in any manner other than via e-mail mailing list or via a Facebook webpage used solely in connection with MothUP Events.

(c) If you fail in any way to comply with your obligations hereunder (including, without limitation, any of the MothUP Guidelines), the rights granted to you pursuant to this paragraph 4 shall automatically terminate. Without limitation of the previous sentence, the rights granted to you pursuant to this paragraph 4 may be terminated by The Moth at any time by notice to you.

5. Representations/Warranties/Indemnification.

You warrant and represent:

(a) You have the right and power to enter into and fully perform this agreement.

(b) The Moth will not be required to make any payments to any person or entity of any nature for, or in connection with, the rendition of your services or the acquisition, exercise or exploitation of rights by The Moth pursuant to this agreement.

(c) No Materials, as hereinafter defined, or any use thereof, will be encumbered, restricted, or burdened, will violate any law, or will infringe upon or violate the rights of any person or entity. “Materials” means (1) the MothUP Video and any part thereof; and (2) all musical, dramatic, artistic, and literary materials, ideas, and other intellectual properties, contained in or used in connection with the MothUP Video.

(d) You agree, at all times, at your sole expense, to defend, indemnify, and hold us, our parents, affiliates, successors, licensees, assigns, and the officers, directors and employees of the foregoing, free and harmless from and against any and all liability, loss, claim, cost, damage, demand, or expense (including reasonable attorneys’ fees and other legal expenses) (“Liabilities”) occasioned by or arising out of any real or potential claim, demand or action, whether written or oral, which arises out of this agreement, including, but not limited to, any warranty, representation, agreement or grant of rights made or assumed by you hereunder, or any other acts or omissions pertaining to you. You will cooperate fully with us in any controversy or litigation that may arise with third parties concerning this agreement or any of our rights hereunder. This

indemnity will in no way limit our other rights or remedies against you, whether under this agreement or at law or equity in general.

6. Miscellaneous.

(a) This agreement contains the entire understanding of the parties relating to its subject matter. No change or termination of this agreement will be binding upon us unless it is made by an instrument signed by an officer of us. Any waiver by us of any provision of this agreement in any instance shall not be deemed to waive it for the future. All remedies, rights, undertakings, and obligations contained in this agreement will be cumulative, and none of them will be in limitation of any other remedy, right, undertaking, or obligation of either party. The captions of the articles in this agreement are included for convenience only and will not affect the interpretation of any provision.

(b) We may assign our rights and/or obligations under this agreement, in whole or in part, or this agreement in its entirety. Any rights or obligations or this agreement in its entirety may be similarly assigned by any assignee. We are hereby released from any liability hereunder to the extent of such assignment. We will give you notice in the event of an assignment of this agreement in its entirety. You will not have the right to assign any of your rights or obligations or any monies due under this agreement, and any such purported assignment will be null and void.

(c) THIS AGREEMENT HAS BEEN ENTERED INTO IN THE STATE OF NEW YORK. ITS VALIDITY, CONSTRUCTION, INTERPRETATION AND LEGAL EFFECT WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES UNDER NEW YORK LAW). ALL CLAIMS, DISPUTES OR DISAGREEMENTS WHICH MAY ARISE OUT OF THE INTERPRETATION, PERFORMANCE OR BREACH OF THIS AGREEMENT WILL BE SUBMITTED EXCLUSIVELY TO THE JURISDICTION AND VENUE OF THE SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF NEW YORK, THE CIVIL COURT OF THE CITY OF NEW YORK, COUNTY OF NEW YORK, OR THE FEDERAL DISTRICT COURTS LOCATED IN NEW YORK COUNTY (AND THE APPLICABLE STATE AND FEDERAL APPELLATE COURTS).

Exhibit A

MothUP Extended guidelines:

How to get started:

If you want to start a MothUP group, you need to be able and willing to:

- Provide a private venue (your living room) and host a monthly, and consistently occurring, MothUP event.
- Gather a group of storytellers and send out invitations to the event every month. You can't send out a press release, but you're welcome to create a MothUP facebook page for your group.
- Make sure that the stories are recorded, and otherwise documented.
- Enter into a contract with The Moth
- Upload your group's content our MothUP Vimeo page

How to get a group together:

Tap into your own network. Email your friends, post on your Facebook page and tell your neighbors. Chat to people on the bus. Send everyone links to The Moth Podcast and ask them to tune into The Moth Radio Hour for inspiration.

Remember, you can't send press releases, but if you need more people, or if you want to host a big group, The Moth can help. We will mention your group on the MothUP page, and give you a shout-out on our Facebook or Twitter page.

Group name:

You should always use the "MothUP" name to describe your group and your events (not The Moth, but MothUP). Please call your MothUP group MothUP [city name] [group specific name], for instance "MothUP New York Park Slope" or "MothUP Phoenix Tale Tellers."

Venue:

Think of your MothUP events as a workshop; everyone who attends should have the intention of telling a story. The venue should be a private place, such as your living room, a space at your local library or the backroom in a bar.

Video:

As a MothUP group you must videotape the stories performed at your MothUP events. Not only that, we want the highest quality possible. Many handheld video cameras can record in HD quality, which is our preferred format. To ensure acceptable quality, make sure you have a tripod for your camera, so that the frame is steady. If possible, consider lighting "the stage" as well. Or put the storyteller somewhere well lit, even if the stage is just a spot next to your sofa. Please note, video from camera phones will not work.

To upload video to The Moth's Vimeo group, you should register to become a user of vimeo.com (please use your full name). When we receive your request to become a MothUP organizer, we will invite you to the MothUP group on Vimeo. (www.vimeo.com/groups/mothup). Once you

have accepted the invitation to the group, you can upload video of one story after each of your MothUP events.

Other documentation:

If possible, we urge you to record the audio in broadcast quality. We want your group to be part of our community, which means we want to be able to share your stories on our podcast and on our radio show.

How to pick a theme:

Pick one of the themes that we have listed on www.themoth.org/events, or you can come up with one of your own.

Choose something broad enough to inspire many different kinds of stories. Think about stories you hear at dinner parties or around the water cooler at work. House Hunting would be too narrow, but HOME would allow for all kinds of stories...homecomings, home cooking, home runs. Stay broad for a greater spectrum of stories.

How to tell a story:

A good way to learn to recognize a good story is to listen to a lot of stories. Subscribe to The Moth Podcast (www.themoth.org/podcast) or, if possible, join us at a live Moth StorySLAM (www.themoth.org/events).

A few story tips:

The Moth is NOT a venue for readings; it is a venue for tellings. No notes, papers, or cheat sheets are allowed on stage.

***Start in the action!**

Have a great first line that sets up the stakes or grabs attention.

Not: "So I was thinking about climbing this mountain. But then I watched a little TV and made a snack and took a nap and my mom called and vented about her psoriasis then I did a little laundry (a whites load) (I lost another sock, darn it!) and then I thought about it again and decided I'd climb the mountain the next morning."

Yes: "The mountain loomed before me. I had my hunting knife, some trail mix and snow boots. I had to make it to the little cabin and start a fire before sundown or freeze to death for sure."

Steer clear of meandering endings. They kill a story! Your last line should be clear in your head before you start.

Know your story well enough so you can have fun! Watching you panic to think of the next memorized line is harrowing for the audience. Make an outline, memorize your bullet points and play with the details. Enjoy yourself. Imagine you are a dinner party not a deposition.

No standup routines please.

The Moth LOVES funny people but requires that all funny people tell funny STORIES.

No rants:

Take up this anger issue with your therapist, or skip therapy and shape your anger into a story with some sort of resolution. (Stories = therapy!)

No essays:

Your eloquent musings are beautiful and look pretty on the page but unless you can make them gripping and set up stakes, they won't work on stage.

Get people telling stories:

Remember to advertise the theme well in advance so storytellers have time to prepare their stories.

If you still don't have enough names in the hat, encourage people to tell impromptu stories. Some folks will find it easier to tell their stories without all the formality. They will usually find that time is a challenge. So toot the horn/piano/whistle at the five-minute mark for everyone. It really helps folks to learn how long five minutes *feels!* Some will think it went so fast, and others will think it was an eternity.

Releases:

As a MothUP organizer you need to have every storyteller sign a release before they tell their story. We will send you a release template that you can use; you only have to fill in the date, the theme and your (The Organizer's) name. Without a release, you can't upload video of the storyteller to The Moth's Vimeo group.

How to grow your MothUP group:

The goal is to get everyone telling stories and to bring more stories to more people.

The Moth Podcast and The Moth Radio Hour are two ways to share a story with a much, much greater audience. If an exceptional story was told at your MothUP event, let us know, and we'll put it in the running for the podcast or the radio show.

If there's an overwhelming interest for your MothUP group, your group can graduate into an official Moth StorySLAM, produced and documented by The Moth. Let us know.

Exhibit B

Performer Release:

Contact information:

Legal Name:

Address:

Phone #:

Email:

I understand that _____ (the MothUP group organizer), is producing this MothUP event in which performers will tell stories before an audience. In consideration of my wish to participate in this event, by signing below I grant to the MothUP group organizer permission to make an audio and/or audiovisual recording of my voice, likeness and performance at the event, and to share audiovisual recordings of my performance online as set forward in the MothUP extended guidelines.

Date: _____ Location: _____

Signature: _____