

Joseph M.R. Covey (7492) (jcovey@parrbrown.com)
Jeffery A. Balls (12437) (jballs@parrbrown.com)
PARR BROWN GEE & LOVELESS, P.C.
101 South 200 East, Suite 700
Salt Lake City, Utah 84111
Telephone: (801) 532-7840

Attorneys for Receiver Jonathan O. Hafen

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

COMMODITY FUTURES TRADING
COMMISSION, and STATE OF UTAH
DIVISION OF SECURITIES, through
Attorney General Sean D. Reyes,

Plaintiffs,

vs.

RUST RARE COIN INC., a Utah corporation,
and GAYLEN DEAN RUST, an individual,
DENISE GUNDERSON RUST, an individual,
JOSHUA DANIEL RUST, an individual,

Defendants;

and

ALEESHA RUST FRANKLIN, an individual,
R LEGACY RACING INC, a Utah
corporation, R LEGACY ENTERTAINMENT
LLC, a Utah limited liability company, and R
LEGACY INVESTMENTS LLC, a Utah
limited liability company.

Relief Defendants.

**SUBMISSION LODGING ADDITIONAL
EVIDENCE FROM BE PART OF THE
MUSIC REGARDING OBJECTIONS TO
RECEIVER'S CLAIMS REGISTRY**

Civil No. 2:18-cv-00892-TC

Judge Tena Campbell

Magistrate Judge Dustin Pead

Jonathan O. Hafen, the Court-Appointed Receiver (the "Receiver") for the assets of Rust
Rare Coin Inc. ("RRC"), Gaylen Dean Rust, R Legacy Racing Inc., R Legacy Entertainment

LLC, R Legacy Investments LLC, Gaylen Dean Rust, Denise Gunderson Rust, Joshua Daniel Rust, and Aleesha Rust Franklin (collectively, “Receivership Defendants”), pursuant to this Court’s ruling at the October 12, 2023 hearing,¹ hereby lodges the additional evidence received from Be Part of the Music and the Receiver’s response.

On October 12, 2023, the Court held a hearing to resolve a few unresolved claims. Mr. Lang, on behalf of Be Part of the Music, presented an argument asserting Be Part of the Music had incurred additional losses before November 18, 2018 related to sponsorship agreements. “The court granted Mr. Lang until Monday, October 16, 2023, to file written argument and any evidence with the Receiver about the appropriate value of his losses incurred before November 18, 2018.”² The Court also ordered the Receiver to file the documents provided by Mr. Lang, along with the Receiver’s response by October 18, 2023.

BE PART OF THE MUSIC’S ARGUMENT AND ADDITIONAL EVIDENCE

Be Part of the Music submitted fourteen sponsorship contracts between Be Part of the Music and various entities.³ Be Part of the Music asserted a claim for losses arising from the termination of these sponsorship agreements.

Mr. Lang presented the following argument on behalf of Be Part of the Music:

As per the instructions from Judge Campbell, please find attached PDF copies of fourteen sponsor contracts. The contracts were valued at \$5,000.00 per year per sponsor, or a total of \$70,000 per year. The contracts were severed at the request of Gaylen Rust as a part of his sponsorship.

As I stated in our hearing, these are real losses that were incurred prior to the receivership of Musician's Toolkit and should be considered as such in the valuation

¹ See Dkt. No. 520.

² *Id.*

³ See Be Part of the Music’s response attached hereto as Exhibit A.

process. I fully understand that I will not be made whole, but believe that the valuation should be made in whole.⁴

RECEIVER'S RESPONSE TO BE PART OF THE MUSIC ADDITIONAL EVIDENCE

After reviewing the additional evidence submitted by Mr. Lang on behalf of Be Part of the Music the Receiver's analysis of Be Part of the Music's claim is unchanged. Rather than seeking recovery for services provided to the Receivership Entities, Be Part of the Music now seeks purported losses for cancelling sponsorship agreements following the business advice of Gaylen Rust. The Receiver objects to this claim for several reasons.

First, Be Part of the Music's claim is not a cognizable claim. Be Part of the Music fails to provide any legal theory for its claim. Although Gaylen Rust may have requested that Be Part of the Music terminate its existing sponsorship agreements, it was ultimately Mr. Lang that decided to terminate the agreements. Be Part of the Music has no claim against Gaylen Rust or the Receivership entities for following Gaylen Rust's request. The claim does not even constitute consequential damages because Be Part of the Music asserts the losses were incurred before termination of the Musician's Toolkit sponsorship agreement; indeed, it appears Be Part of the Music asserts these losses were suffered when the sponsorship agreements were terminated, which was prior to entering into the sponsorship agreement with Musician's Toolkit. Consequential damages arise as a consequence of a breach. No breaches are alleged to have occurred before the losses were allegedly suffered.

Second, even if the damages constituted consequential damages, which they do not, the Receiver objects to Be Part of the Music's claim because the Receiver has rejected all claims for

⁴ *Id.*

consequential damages. The claims for consequential damages the Receiver has rejected include promises for profits or gains from the silver pool, taxes and penalties for withdrawing funds from retirements accounts, interest and loan repayments, and other fees. Although the Receiver recognizes that these may constitute losses incurred as a result of Rust's deception, the Receiver disallowed the claims for three primary reasons: (1) such claims are difficult to limit and define, (2) the complex questions of tracing and determining proof of the claim would impose an enormous administrative burden on the Receivership Estate, and (3) it would be inequitable to prioritize some investors over others simply because those investors used the funds they received to make debt payments or to pay taxes. The Court sustained the Receiver's objections to these consequential damages claims.⁵

Be Part of the Music's claim for lost sponsorships fall into a similar category and the Receiver denies them for the same reasons: it is difficult to define or limit such losses, the tracing and proof is difficult, and it would be inequitable to prioritize Be Part of the Music's claim simply because it cancelled other contracts when entering into the agreement with Musician's toolkit. "As the court has recognized on numerous occasions, equity disfavors preferential treatment when the class of victims is essentially the same."⁶ Although the specifics of Be Part of the Music's claim differ from investors or even other vendors or employees, the general genesis of the claim is the same: Gaylen Rust made promises he did not and could not keep and used other investor funds to try to fulfill those promises. Allowing Be Part of the Music to claim losses of the sponsorship agreements is contrary to the maxim governing this receivership:

⁵ See Dkt. No. 375.

⁶ *S.E.C. v. Merrill Scott & Associates, Ltd.*, 2009 WL 2984043, *8 (D. Utah Sept. 17, 2009).

“equality is equity.” For this reason, Be Part of the Music’s objection should be overruled.

Third, Be Part of the Music suffered no losses prior to November 20, 2018 related to cancelling the sponsorship agreements. Be Part of the Music claims it received \$70,000 per year from the sponsorship agreements.⁷ R Legacy Entertainment, however, paid Be Part of the Music approximately \$95,000 in 2018 and the Receiver has approved a claim for another \$42,222.21. Thus, Be Part of the Music received more funds in 2018 from Receivership Entities than it would have under its existing sponsorship agreements and suffered no financial loss in 2018 from cancelling the sponsorship agreements. Be Part of the Music cannot and has not made a claim for losses after November 20, 2018.

The claim for Be Part of the Music and Scott Lang⁸ should be approved as follows:

Claim Number	Claimant Name	Claimed Amount	Allowed Claim	Percent Recovery	Claim Class
CL0360	Be Part of the Music	\$359,999.00	\$42,222.21	0.00%	4
CL0361	Scott Lang	\$40,000.00	\$13,333.33	0.00%	4

⁷ The number appears to be incorrect. Be Part of the Music attached two of the same sponsorship agreement for World Projects. Be Part of the Music appears to be double counting this sponsorship agreement. Additionally, the NAMM Foundation sponsorship agreement was a one time \$12,500 investment in 2016, not an ongoing sponsorship.

⁸ Scott Lang did not submit any additional evidence as to his claim.

CONCLUSION

For the reasons set forth above, the Court should overrule the objections made by Be Part of the Music and approve the claims registry and determinations in their current form.

DATED this 18th day of October 2023.

PARR BROWN GEE & LOVELESS, P.C.

By: /s/ Jeffery A. Balls

Joseph M.R. Covey

Jeffery A. Balls

Walter O. Peterson

Attorneys for Receiver Jonathan O. Hafen

CERTIFICATE OF SERVICE

IT IS HEREBY CERTIFIED that service of the above **SUBMISSION LODGING NONPARTY OBJECTIONS TO RECEIVER'S CLAIMS REGISTRY** was (1) electronically filed with the Clerk of the Court through the CM/ECF system on October 18, 2023, which sent notice of the electronic filing to all counsel of record, (2) posted on the Receiver's website (rustrarecoinreceiver.com), and (3) emailed to all those on the Receiver's master mailing matrix.

/s/ Lori Stumpf

Exhibit A

Exhibit A

Exhibit A



October 12, 2023

Jeff Balls
Attorney at Law
Parr Brown Gee & Loveless

Mr. Brown and Judge Campbell:

As per the instructions from Judge Campbell, please find attached PDF copies of fourteen sponsor contracts. The contracts were valued at \$5,000.00 per year per sponsor, or a total of \$70,000 per year. The contracts were severed at the request of Gaylen Rust as a part of his sponsorship.

As I stated in our hearing, these are real losses that were incurred prior to the receivership of Musician's Toolkit and should be considered as such in the valuation process. I fully understand that I will not be made whole, but believe that the valuation should be made in whole.

Should you require any more documentation, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Lang", with a long, thin vertical line extending downwards from the end of the signature.

Scott Lang
(480) 577-5264



Sponsorship Agreement

Parties to the Sponsorship Agreement

This Sponsorship Agreement, dated and effective as of the ___ day of August, 2015, is made by and between Scott Lang for and on behalf of Scott -Lang Leadership whose address is 505 South Camelia Drive, Chandler, Arizona 85225 ("Project Manager") and Yamaha Corporation of America, a California corporation, whose address is 6600 Orangethorpe Avenue, Buena Park California 90620 ("Sponsor").

Project Synopsis

Be Part of the Music is a total recruitment solution for music educators in K-12 schools (the "Project"). *Be Part of the Music* is owned and produced by the Project Manager and distributed on the web for free and in hard copy format, free of charge when possible, for a period of five years, or until December 31, 2020, whichever date shall first occur.

Summary of Agreement

Project Manager will produce and distribute the following content from January 1st, 2015-January 1st, 2020 (names of products are subject to change) and each considered a "Milestone":

<i>Be Part of the Orchestra</i>	<i>Estimated completion, August 2015</i>
<i>Stay in Music for Junior High</i>	<i>Estimated completion, December 2016</i>
<i>Be Part of the Choir</i>	<i>Estimated completion, December 2017</i>
<i>Stay in Music for High School</i>	<i>Estimated completion, December 2018</i>
<i>Be Part of the Profession</i>	<i>Estimated completion, December 2019</i>

At the completion of each Milestone, Sponsor will pay Project Manager \$5,000 which represents Sponsorship Fees. Completion estimates are not guaranteed as timelines and orders are subject to change.

Upon reaching/obtaining each level, Project Manager will communicate new estimated completion dates to Sponsor.

Duties of Project Manager

As a part of the Agreement, *the Project Manager* agrees to provide the following to Sponsor:

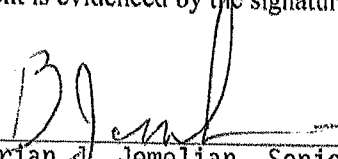
- *Branding on all video(s), the website, and all official publicity materials*

related activities, or (ii) infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party, or rights of publicity or privacy, or (iii) breach of this Agreement. The indemnification provision of this Agreement shall survive the termination of this Agreement.

7. **Independent Contractor.** Project Manager is an independent contractor and not an employee of the Sponsor. All Project Manager personnel, agents, and subcontractors, if any, shall be employees, agents or subcontractors and not employees of the Sponsor. Except as otherwise expressly provided in this Agreement, Project Manager shall be responsible for arranging the payment of all salaries, wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees of Project Manager and shall be responsible for all applicable withholding taxes.
8. **Severability.** If a court of competent jurisdiction makes a final determination that any term or provision of this Agreement is invalid or unenforceable, and all rights to appeal the determination have been exhausted or the period of time during which any appeal of the determination may be perfected has been exhausted, the remaining terms and provisions shall be unimpaired and the invalid or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that most closely approximates the intention of the Parties with respect to the invalid or unenforceable term or provision, as evidenced by the remaining valid and enforceable terms and conditions of this Agreement.
9. **Complete Agreement.** This Agreement is the entire agreement between Project Manager and Sponsor and supersedes any and all prior agreements, arrangements or understandings between them relating to the subject matter hereof, and the Agreement may not be amended or any provision waived in whole or in part, except by a written amendment signed by Project Manager and Sponsor. The Project Manager and Sponsor agree that there are no understandings, verbal or otherwise, except as set forth in this Agreement, and that in entering into this Agreement, neither the Project Manager nor Sponsor has relied, or is entitled to rely, upon any promise, inducement, representation, statement, assurance or expectation unless it is contained herein in writing.
10. **Dispute Resolution.** Any unresolved claim or issue will first be submitted to mediation and then arbitration, with the mediator(s) and/or arbitrator(s) mutually determined/agreed upon by the Project Manager and Sponsor. This Agreement will be governed and interpreted by the standard terms and conditions of such contracts and by the laws of the state of California. In the event that Sponsor initiates action against Scot Lang for any claim arising out of this Agreement, Sponsor shall initiate such action only in a state court located in Maricopa County, Arizona or a federal court located in Arizona, empowered to enforce this Agreement. In the event that Scott Lang initiates action against Sponsor for any claim arising out of this Agreement Scott Lang shall initiate such action only in a state court located in Orange or Los Angeles County, California or the federal court for the Central District of California.
11. **Corporate Authority/Proper Execution.** The persons executing this Agreement respectively represent and warrant that each holds the office and title affixed next to his or her name, that each respectively has the authority to enter into and execute this Agreement, and that the execution hereof constitutes a valid and binding obligation of the entity on whose behalf the Agreement was executed.

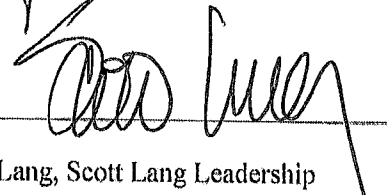
The parties mutually agree to the terms listed in this proposal and wish to commence with the services outlined in it. Such agreement is evidenced by the signatures below.

Sponsor :



Brian J. Jemelian, Senior Vice President
Authorized representative of Yamaha Corporation of America

Project Manager:



Scott Lang, Scott Lang Leadership

Date signed: _____

BE
PART OF
THE
MUSIC



Sponsorship Agreement

This Sponsorship Agreement ("Agreement") is by and between World Projects Company ("Sponsor") and SCOTT LANG for and on behalf of SCOTT LANG LEADERSHIP and BE PART OF THE MUSIC.

Project Synopsis

Be Part of the Music is a total recruitment solution for music educators in K-12 schools. The product will be distributed on the web for free and in hard copy format, free of charge when possible, for a period of five years, or until January 1st 2021, whichever date arrives first.

Summary of Agreement

Provided the project is fully funded, *Be Part of the Music* will produce and distribute the following content from January 1st, 2015-January 1st, 2020 (names of products are subject to change):

<i>Be Part of the Orchestra</i>	<i>(completed)</i>
<i>Be Part of the Choir</i>	
<i>Stay in Music for Junior High</i>	
<i>Stay in Music for High School</i>	<i>(completed)</i>
<i>Be Part of the Profession</i>	

As a part of the Sponsorship Agreement, *Be Part of the Music* agrees to provide the following for all sponsors:

- *Branding on all video(s), the website, and all official publicity materials*
- *Allow the use of the Be Part of Music and it's affiliate logos to use as they see fit*
- *Unlimited access to discs for all products at production cost*
- *Annual updates on the efficacy of the product*
- *Data as it relates to website registration and distribution (not individual user data)*
- *Access to all branded campaign materials and files*

Administrative Control

Scott Lang Leadership owns and maintains copyright to all materials associated with all *Be Part of the Music* produced products in perpetuity.

Sponsorship fee

The Sponsor commits \$2,500 annually for a period of five years totaling \$12,500.00. In addition World Projects agrees to contribute an additional \$2,500 towards a promotional contest agreed upon by both parties branded with World Projects name. The contest to be publicized, hosted and administered through and by *Be Part of the Music*. World Projects in conjunction with *Be Part of the Music* will determine number and selection of winners. Should World Projects decide not to participate in a contest, the funds set aside for the contest (\$2,500) would revert to *Be Part of the Music* for a total annual sponsorship of \$5,000. The initial payment is due March 15th, 2016 with subsequent invoicing on January 1st of each additional year. All checks should be made payable to Scott Lang Leadership.

Standard Terms and Conditions

The production timeline and sequence of the product releases will be provided prior to the production process.

Should it become apparent that either cost or scheduling are going to be exceeded due to major changes or additions initiated by Sponsor, reasonable and mutually agreeable adjustments can be made at that time.

Sponsor Responsibilities: To pay in a timely manner and make good faith efforts to support and promote the product.

Content and design copyright will belong to Scott Lang Leadership. Any third-party components (open source or otherwise) shall be subject to their own particular licenses, if any.

Full content will be hosted solely on the site www.bepartofthemusic.com. Redirects and partial content for advertisement purposes is permissible.

Sponsor may voluntarily terminate this Agreement by notice in writing or via email. Upon a voluntary termination, Sponsor will be responsible for the remainder of monies due. Sponsor may immediately terminate this Agreement for the negligence or willful misconduct of Scot Lang without any further payment obligations by Sponsor.

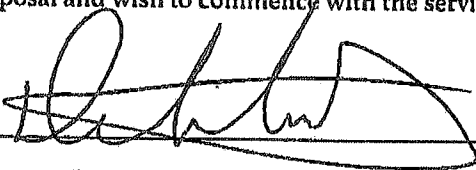
Scott Lang shall indemnify Sponsor, its officers, directors, and employees, from any and all costs, expenses, claims, suits, damages, judgments, (including without limitation attorneys' fees and expenses) for damages relating to or arising from (i) its negligence or willful misconduct in the performance of this Agreement or related activities, or (ii) infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party.

Scott Lang represents that it has obtained or will maintain adequate insurance coverage to insure itself against the risks associated with the indemnities made by it in this Agreement.

Any unresolved claim or issue will first be submitted to mediation and then arbitration. This Agreement will be governed and interpreted by the standard terms and conditions of such contracts and by the laws of the state of Arizona.


I agree to the terms listed in this proposal and wish to commence with the services outlined in it.

Sponsor :



Authorized representative of Sponsor

Scott Lang:



Scott Lang, for Be Part of the Music

Date signed:

2/18/2016



Sponsorship Agreement

This Sponsorship Agreement ("Agreement") is by and between World Projects Company ("Sponsor") and SCOTT LANG for and on behalf of SCOTT LANG LEADERSHIP and BE PART OF THE MUSIC.

Project Synopsis

Be Part of the Music is a total recruitment solution for music educators in K-12 schools. The product will be distributed on the web for free and in hard copy format, free of charge when possible, for a period of five years, or until January 1st 2021, whichever date arrives first.

Summary of Agreement

Provided the project is fully funded, *Be Part of the Music* will produce and distribute the following content from January 1st, 2015-January 1st, 2020 (names of products are subject to change):

<i>Be Part of the Orchestra</i>	<i>(completed)</i>
<i>Be Part of the Choir</i>	
<i>Stay in Music for Junior High</i>	
<i>Stay in Music for High School</i>	<i>(completed)</i>
<i>Be Part of the Profession</i>	

As a part of the Sponsorship Agreement, *Be Part of the Music* agrees to provide the following for all sponsors:

- *Branding on all video(s), the website, and all official publicity materials*
- *Allow the use of the Be Part of Music and it's affiliate logos to use as they see fit*
- *Unlimited access to discs for all products at production cost*
- *Annual updates on the efficacy of the product*
- *Data as it relates to website registration and distribution (not individual user data)*
- *Access to all branded campaign materials and files*

Administrative Control

Scott Lang Leadership owns and maintains copyright to all materials associated with all *Be Part of the Music* produced products in perpetuity.

Sponsorship fee

The Sponsor commits \$2,500 annually for a period of five years totaling \$12,500.00. In addition World Projects agrees to contribute an additional \$2,500 towards a promotional contest agreed upon by both parties branded with World Projects name. The contest to be publicized, hosted and administered through and by *Be Part of the Music*. World Projects in conjunction with *Be Part of the Music* will determine number and selection of winners. Should World Projects decide not to participate in a contest, the funds set aside for the contest (\$2,500) would revert to *Be Part of the Music* for a total annual sponsorship of \$5,000. The initial payment is due March 15th, 2016 with subsequent invoicing on January 1st of each additional year. All checks should be made payable to Scott Lang Leadership.

Full content will be hosted solely on the site www.bepartofthemusic.com. Redirects and partial content for advertisement purposes is permissible.

Sponsor may voluntarily terminate this Agreement by notice in writing or via email. Upon a voluntary termination, Sponsor will be responsible for the remainder of monies due. Sponsor may immediately terminate this Agreement for the negligence or willful misconduct of Scot Lang without any further payment obligations by Sponsor.

Scott Lang shall indemnify Sponsor, its officers, directors, and employees, from any and all costs, expenses, claims, suits, damages, judgments, (including without limitation attorneys' fees and expenses) for damages relating to or arising from (i) its negligence or willful misconduct in the performance of this Agreement or related activities, or (ii) infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party.

Scott Lang represents that it has obtained or will maintain adequate insurance coverage to insure itself against the risks associated with the indemnities made by it in this Agreement. Scott Lang shall name Sponsor, its officers, directors, and employees as additional named insured and shall provide Sponsor with appropriate certificate(s) of insurance as evidence if requested.

Any unresolved claim or issue will first be submitted to mediation and then arbitration. This Agreement will be governed and interpreted by the standard terms and conditions of such contracts and by the laws of the state of Arizona.

I agree to the terms listed in this proposal and wish to commence with the services outlined in it.

Sponsor:



Authorized representative of Sponsor

Mike Robinson - VP of Marketing

Date signed:

5/14/15

Scott Lang:



Scott Lang, for Scott Lang Leadership and Be Part of the Music

Date signed:

8/14/15



Sponsorship Agreement

This Sponsorship Agreement ("Agreement") is by and between Brook Mays ("Sponsor") and SCOTT LANG for and on behalf of SCOTT LANG LEADERSHIP and BE PART OF THE MUSIC.

Project Synopsis

Be Part of the Music is a total recruitment solution for music educators in K-12 schools. The product will be distributed on the web for free and in hard copy format, free of charge when possible, for a period of five years, or until January 1st 2020, whichever date arrives first.

Summary of Agreement

Provided the project is fully funded, *Be Part of the Music* will produce and distribute the following content from January 1st, 2015-January 1st, 2020 (names of products are subject to change):

<i>Be Part of the Orchestra</i>	<i>completed</i>
<i>Stay in Music for Junior High</i>	<i>completed</i>
<i>Be Part of the Choir</i>	<i>Estimated completion, December 2017</i>
<i>Stay in Music for High School</i>	<i>completed</i>
<i>Be Part of the Profession</i>	<i>Estimated completion, December 2019</i>

As a part of the Sponsorship Agreement, *Be Part of the Music* agrees to provide the following for all sponsors:

- *Branding on all unfinished video(s), as well as the current website, official publicity materials*
- *Allow the use of the Be Part of Music and it's affiliate logos to use as they see fit*
- *Unlimited access to discs for all products at production cost*
- *Annual updates on the efficacy of the product*
- *Data as it relates to website registration and distribution (not individual user data)*
- *Access to all branded campaign materials and files*

Administrative Control

Scott Lang Leadership owns and maintains copyright to all materials associated with all *Be Part of the Music* produced products in perpetuity.

Sponsorship fee

The Sponsor commits \$5,000 annually for a period of three years totaling \$15,000.00. The initial payment is due thirty (30) days after signing with subsequent invoicing on April 1st of each additional year. All checks should be made payable to Scott Lang Leadership.

Standard Terms and Conditions

The production timeline and sequence of the product releases will be provided prior to the production process.

Should it become apparent that either cost or scheduling are going to be exceeded due to major changes or additions initiated by Sponsor, reasonable and mutually agreeable adjustments can be made at that time.

Sponsor Responsibilities: To pay in a timely manner and make good faith efforts to support and promote the product.

Content and design copyright will belong to Scott Lang Leadership. Any third-party components (open source or otherwise) shall be subject to their own particular licenses, if any.

Full content will be hosted solely on the site www.bepartofthemusic.com. Redirects and partial content for advertisement purposes is permissible.

Sponsor may voluntarily terminate this Agreement by notice in writing or via email. Upon a voluntary termination, Sponsor will be responsible for the remainder of monies due. Sponsor may immediately terminate this Agreement for the negligence or willful misconduct of Scott Lang without any further payment obligations by Sponsor.

Scott Lang shall indemnify Sponsor, its officers, directors, and employees, from any and all costs, expenses, claims, suits, damages, judgments, (including without limitation attorneys' fees and expenses) for damages relating to or arising from (i) its negligence or willful misconduct in the performance of this Agreement or related activities, or (ii) infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party.

Scott Lang represents that it has obtained or will maintain adequate insurance coverage to insure itself against the risks associated with the indemnities made by it in this Agreement. Scott Lang shall name Sponsor, its officers, directors, and employees as additional named insured and shall provide Sponsor with appropriate certificate(s) of insurance as evidence if requested.

Any unresolved claim or issue will first be submitted to mediation and then arbitration. This Agreement will be governed and interpreted by the standard terms and conditions of such contracts and by the laws of the state of Arizona.

I agree to the terms listed in this proposal and wish to commence with the services outlined in it.

Sponsor:



Authorized representative of Sponsor

Scott Lang:



Scott Lang, for Scott Lang Leadership and *Be Part of the Music*

Date signed:

4/17/17



Sponsorship Agreement

This Sponsorship Agreement ("Agreement") is by and between **Dansr Company** ("Sponsor") and **SCOTT LANG** for and on behalf of **SCOTT LANG LEADERSHIP** and **BE PART OF THE MUSIC**.

Project Synopsis

Be Part of the Music is a total recruitment solution for music educators in K-12 schools. The product will be distributed on the web for free and in hard copy format, free of charge when possible, for a period of five years, or until January 1st 2020, whichever date arrives first.

Summary of Agreement

Provided the project is fully funded, *Be Part of the Music* will produce and distribute the following content from January 1st, 2015-January 1st, 2020 (names of products are subject to change):

Be Part of the Orchestra
Be Part of the Choir
Stay in Music for Junior High
Stay in Music for High School
Be Part of the Profession

As a part of the Sponsorship Agreement, *Be Part of the Music* agrees to provide the following for all sponsors:

- *Branding on all video(s), the website, and all official publicity materials*
- *Allow the use of the Be Part of Music and it's affiliate logos to use as they see fit*
- *Unlimited access to discs for all products at production cost*
- *Annual updates on the efficacy of the product*
- *Data as it relates to website registration and distribution (not individual user data)*
- *Access to all branded campaign materials and files*

Administrative Control

Scott Lang Leadership owns and maintains copyright to all materials associated with all *Be Part of the Music* produced products in perpetuity.

Sponsorship fee

The Sponsor commits \$5,000 annually for a period of five years totaling \$25,000.00. The initial payment is due January 15th, 2016 with subsequent invoicing on January 1st of each additional year. All checks should be made payable to Scott Lang Leadership.

Standard Terms and Conditions

The production timeline and sequence of the product releases will be provided prior to the production process.

Should it become apparent that either cost or scheduling are going to be exceeded due to major changes or additions initiated by Sponsor, reasonable and mutually agreeable adjustments can be made at that time.

Sponsor Responsibilities: To pay in a timely manner and make good faith efforts to support and promote the product.

Content and design copyright will belong to Scott Lang Leadership. Any third-party components (open source or otherwise) shall be subject to their own particular licenses, if any.

Full content will be hosted solely on the site www.bepartofthemusic.com. Redirects and partial content for advertisement purposes is permissible.

Sponsor may voluntarily terminate this Agreement by notice in writing or via email. Upon a voluntary termination, Sponsor will be responsible for the remainder of monies due. Sponsor may immediately terminate this Agreement for the negligence or willful misconduct of Scot Lang without any further payment obligations by Sponsor.

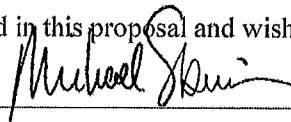
Scott Lang shall indemnify Sponsor, its officers, directors, and employees, from any and all costs, expenses, claims, suits, damages, judgments, (including without limitation attorneys' fees and expenses) for damages relating to or arising from (i) its negligence or willful misconduct in the performance of this Agreement or related activities, or (ii) infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party.

Scott Lang represents that it has obtained or will maintain adequate insurance coverage to insure itself against the risks associated with the indemnities made by it in this Agreement.

Any unresolved claim or issue will first be submitted to mediation and then arbitration. This Agreement will be governed and interpreted by the standard terms and conditions of such contracts and by the laws of the state of Arizona.

I agree to the terms listed in this proposal and wish to commence with the services outlined in it.

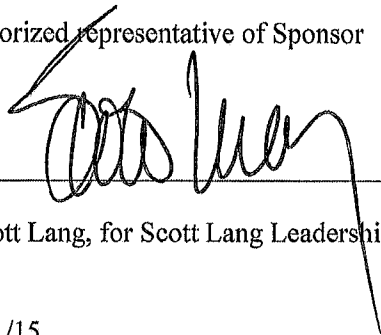
Sponsor :



On Behalf of DANSR for Vandoren SAS

Authorized representative of Sponsor

Scott Lang:



Scott Lang, for Scott Lang Leadership and *Be Part of the Music*

Date signed:

12/21/15



Sponsorship Agreement

This Sponsorship Agreement ("Agreement") is by and between Music & Arts ("Sponsor") and SCOTT LANG for and on behalf of SCOTT LANG LEADERSHIP and BE PART OF THE MUSIC.

Project Synopsis

Be Part of the Music is a total recruitment solution for music educators in K-12 schools. The product will be distributed on the web for free and in hard copy format, free of charge when possible, for a period of five years, or until January 1st 2020, whichever date arrives first.

Summary of Agreement

Be Part of the Music will produce and distribute the following content from January 1st, 2015-January 1st, 2020 (names of products are subject to change):

Be Part of the Orchestra
Be Part of the Choir
Stay in Music for Junior High
Stay in Music for High School
Be Part of the Profession

As a part of the Sponsorship Agreement, *Be Part of the Music* agrees to provide the following for all sponsors:

- *Branding on all new video(s), the website, and all official publicity materials*
- *Allow the use of the Be Part of Music and it's affiliate logos to use as they see fit*
- *Unlimited access to discs for all products at production cost*
- *Annual updates on the efficacy of the product*
- *Data as it relates to website registration and distribution (not individual user data)*
- *Access to all branded campaign materials and files*

Administrative Control

Scott Lang Leadership owns and maintains copyright to all materials associated with all *Be Part of the Music* produced products in perpetuity.

Sponsorship fee

The Sponsor commits \$5,000 annually for a period of three years totaling \$15,000.00. The initial payment is due upon request with subsequent invoicing on January 1st of each additional year. All checks should be made payable to Scott Lang Leadership.

RF
1
4/26/17

Standard Terms and Conditions

The production timeline and sequence of the product releases will be provided prior to the production process.

Should it become apparent that either cost or scheduling are going to be exceeded due to major changes or additions initiated by Sponsor, reasonable and mutually agreeable adjustments can be made at that time.

Sponsor Responsibilities: To pay in a timely manner and make good faith efforts to support and promote the product.

Content and design copyright will belong to Scott Lang Leadership. Any third-party components (open source or otherwise) shall be subject to their own particular licenses, if any.

Full content will be hosted solely on the site www.bepartofthemusic.com. Redirects and partial content for advertisement purposes is permissible.

Sponsor may voluntarily terminate this Agreement by notice in writing or via email. Upon a voluntary termination, Sponsor will be responsible for the remainder of monies due. Sponsor may immediately terminate this Agreement for the negligence or willful misconduct of Scot Lang without any further payment obligations by Sponsor.

Scott Lang shall indemnify Sponsor, its officers, directors, and employees, from any and all costs, expenses, claims, suits, damages, judgments, (including without limitation attorneys' fees and expenses) for damages relating to or arising from (i) its negligence or willful misconduct in the performance of this Agreement or related activities, or (ii) infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party.

Scott Lang represents that it has obtained or will maintain adequate insurance coverage to insure itself against the risks associated with the indemnities made by it in this Agreement.

Any unresolved claim or issue will first be submitted to mediation and then arbitration. This Agreement will be governed and interpreted by the standard terms and conditions of such contracts and by the laws of the state of Arizona.

I agree to the terms listed in this proposal and wish to commence with the services outlined in it.

Sponsor:
January, 3rd 2017

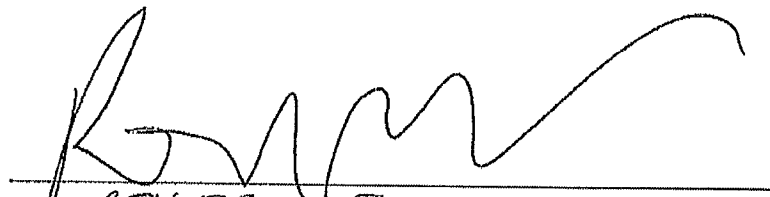


Authorized representative of Sponsor

date



Scott Lang:



RENIER FEE
DIRECTOR OF MARKETING
Scott Lang, for Be Part of the Music

date

RF
③
4/26/17



Sponsorship Agreement

This Sponsorship Agreement ("Agreement") is by and between National Association for Music Education ("Sponsor") and SCOTT LANG for and on behalf of SCOTT LANG LEADERSHIP and BE PART OF THE MUSIC.

Project Synopsis

Be Part of the Music is a total recruitment solution for music educators in K-12 schools. The product will be distributed on the web for free and in hard copy format, free of charge when possible, for a period of five years, or until January 1st 2020, whichever date arrives first.

Summary of Agreement

Provided the project is fully funded, *Be Part of the Music* will produce and distribute the following content from January 1st, 2015-January 1st, 2020 (names of products are subject to change):

Be Part of the Orchestra
Be Part of the Choir
Stay in Music for Junior High
Stay in Music for High School
Be Part of the Profession

As a part of the Sponsorship Agreement, *Be Part of the Music* agrees to provide the following for all sponsors:

- *Branding on all video(s), the website, and all official publicity materials*
- *Allow the use of the Be Part of Music and it's affiliate logos to use as they see fit*
- *Unlimited access to discs for all products at production cost*
- *Annual updates on the efficacy of the product*
- *Data as it relates to website registration and distribution (not individual user data)*
- *Access to all branded campaign materials and files*

Administrative Control

Scott Lang Leadership owns and maintains copyright to all materials associated with all *Be Part of the Music* produced products in perpetuity.

Sponsorship fee

The Sponsor commits \$5,000 annually for a period of five years totaling \$25,000.00. The initial payment is due thirty (30) days after signing with subsequent invoicing on January 1st of each additional year. All checks should be made payable to Scott Lang Leadership.

Standard Terms and Conditions

The production timeline and sequence of the product releases will be provided prior to the production process.

Should it become apparent that either cost or scheduling are going to be exceeded due to major changes or additions initiated by Sponsor, reasonable and mutually agreeable adjustments can be made at that time.

Sponsor Responsibilities: To pay in a timely manner and make good faith efforts to support and promote the product.

Content and design copyright will belong to Scott Lang Leadership. Any third-party components (open source or otherwise) shall be subject to their own particular licenses, if any.

Full content will be hosted solely on the site www.bepartofthemusic.com. Redirects and partial content for advertisement purposes is permissible.

Sponsor may voluntarily terminate this Agreement by notice in writing or via email. Upon a voluntary termination, Sponsor will be responsible for the remainder of monies due. Sponsor may immediately terminate this Agreement for the negligence or willful misconduct of Scot Lang without any further payment obligations by Sponsor.

Scott Lang shall indemnify Sponsor, its officers, directors, and employees, from any and all costs, expenses, claims, suits, damages, judgments, (including without limitation attorneys' fees and expenses) for damages relating to or arising from (i) its negligence or willful misconduct in the performance of this Agreement or related activities, or (ii) infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party.

Scott Lang represents that it has obtained or will maintain adequate insurance coverage to insure itself against the risks associated with the indemnities made by it in this Agreement.

Any unresolved claim or issue will first be submitted to mediation and then arbitration. This Agreement will be governed and interpreted by the standard terms and conditions of such contracts and by the laws of the state of Arizona.

I agree to the terms listed in this proposal and wish to commence with the services outlined in it.

Sponsor:

Michael S. Butz

Authorized representative of Sponsor

Scott Lang:

Scott Lang

Scott Lang, for Scott Lang Leadership and *Be Part of the Music*

Date signed:

4/30/10



2016 Sponsorship Agreement

Project Synopsis

Be Part of the Music is a total recruitment solution for music educators in K-12 schools. The product will be distributed on the web for free and in hard copy format, free of charge when possible, for a period of five years, or until January 1st 2020, whichever date arrives first.

Summary of Agreement

Provided the project is fully funded**, *Be Part of the Music* will produce and distribute the following content from January 1st, 2015-January 1st, 2020 (names of products are subject to change):

<i>Be Part of the Orchestra</i>	<i>completed</i>
<i>Stay in Music for Junior High</i>	<i>Estimated completion, December 2016</i>
<i>Stay in Music for High School</i>	<i>completed</i>

Completion estimates are not guaranteed as timelines and orders are subject to change based on additional funding.

As a part of the sponsorship agreement, *Be Part of the Music* agrees to provide the following for the sponsors:

- *Branding for NAMMFoundation.com and Music Achievement Council on all Be Part of the Music website, packaging, publicity materials and future video(s),*
- *Allow the use of the Be Part of Music and its affiliate logos to use as the sponsor sees fit*
- *the use of NAMMFoundation, Support Music Coalition and the Music Achievement Council on all Be Part of the Band national newsletters/communiques*
- *Unlimited access to discs for all products at production cost*
- *Annual updates on the efficacy of the product*
- *Data as it relates to website registration and distribution (not individual user data)*
- *Access to all branded campaign materials and file*
- *Scott Lang will mention and give website information as part of the advocacy portion of his Leadership speeches to schools, educators and college students for the NAMM Foundation's Support Music Coalition and the Music Achievement Council*
- *Where possible, we will utilize our Artist Advocate program that leverages "star power" to build awareness both within and outside of music education circles.*
- *Be Part of the Music will use our Ambassador Program to further the reach of the NAMM Foundation and the MAC.*
- *Social Media launch BPOTM will utilize their social media platforms to share the message of*

- NAMM through original materials and re-sharing NAMM materials;*
- *We are working with the Phoenix Symphony to revamp their Symphony in the Schools program to incorporate Be Part of the Music materials and offerings and rebrand their program under our banner. They perform outreach concerts for over 10,000 students each and every year. Once finished, we would like to replicate this program with other symphonies in other cities.*
 - Be Part of the Music agrees to provide funding updates to the NAMM Foundation every six months in the event that any part of the project cannot be realized due to insufficient project support.

Administrative Control

Scott Lang Leadership owns and maintains copyright to all materials associated with all *Be Part of the Music* produced products in perpetuity.

Sponsorship fee

The sponsor commits \$12,500 annually for a period of one year(s) totaling \$12,500.00 The initial payment is due thirty (30) days after signing with subsequent invoicing on January 1st of each additional year.

Standard Terms and Conditions

The production timeline and sequence of the product releases will be provided prior to the production process.

Should it become apparent that either cost or scheduling are going to be exceeded due to major changes or additions initiated by client, reasonable and mutually agreeable adjustments can be made at that time.

Client Responsibilities: To pay in timely manor and make good faith efforts to support and promote the product.

Content and design copyright will belong to Scott Lang Leadership. Any third-party components (open source or otherwise) shall be subject to their own particular licenses, if any.

Full content will be hosted solely on the site www.bepartofthemusic.com. Redirects and partial content for advertisement purposes is permissible.

Sponsor may terminate this agreement by notice in writing or via email. Sponsor will be responsible for the remainder of monies due.

Any unresolved claim or issue will first be submitted to mediation and then arbitration. This agreement will be governed and interpreted by the standard terms and conditions of such contracts and by the laws of the state of Arizona.

I agree to the terms listed in this proposal and wish to commence with the services outlined in it.

Client:

May Lueben - NAMM Foundation

Authorized representative of sponsor

Agency:

Scott Lang

Scott Lang, Scott Lang Leadership

Date signed:

Aug 29, 2016

BE
PART
OF
THE
MUSIC



Sponsorship Agreement

This Sponsorship Agreement ("Agreement") is by and between **Music for All** ("Sponsor") and **SCOTT LANG** for and on behalf of **SCOTT LANG LEADERSHIP** and **BE PART OF THE MUSIC**.

Project Synopsis

Be Part of the Music is a total recruitment solution for music educators in K-12 schools. The product will be distributed on the web for free and in hard copy format, free of charge when possible, for a period of five years, or until January 1st 2020, whichever date arrives first.

Summary of Agreement

Provided the project is fully funded, *Be Part of the Music* will produce and distribute the following content from January 1st, 2015-January 1st, 2020 (names of products are subject to change):

Be Part of the Orchestra
Be Part of the Choir
Stay in Music for Junior High
Stay in Music for High School
Be Part of the Profession

As a part of the Sponsorship Agreement, *Be Part of the Music* agrees to provide the following for all sponsors:

- *Branding on all video(s), the website, and all official publicity materials*
- *Allow the use of the Be Part of Music and it's affiliate logos to use as they see fit*
- *Unlimited access to discs for all products at production cost*
- *Annual updates on the efficacy of the product*
- *Data as it relates to website registration and distribution (not individual user data)*
- *Access to all branded campaign materials and files*

Administrative Control

Scott Lang Leadership owns and maintains copyright to all materials associated with all *Be Part of the Music* produced products in perpetuity.

Sponsorship fee

The Sponsor commits \$5,000 annually for a period of five years totaling \$25,000.00. The initial payment is due thirty (30) days after signing with subsequent invoicing on January 1st of each additional year. All checks should be made payable to Scott Lang Leadership.

Standard Terms and Conditions

The production timeline and sequence of the product releases will be provided prior to the production process.

Should it become apparent that either cost or scheduling are going to be exceeded due to major changes or additions initiated by Sponsor, reasonable and mutually agreeable adjustments can be made at that time.

Sponsor Responsibilities: To pay in a timely manner and make good faith efforts to support and promote the product.

Content and design copyright will belong to Scott Lang Leadership. Any third-party components (open source or otherwise) shall be subject to their own particular licenses, if any.

Full content will be hosted solely on the site www.bepartofthemusic.com. Redirects and partial content for advertisement purposes is permissible.

Sponsor may voluntarily terminate this Agreement by notice in writing or via email. Upon a voluntary termination, Sponsor will be responsible for the remainder of monies due. Sponsor may immediately terminate this Agreement for the negligence or willful misconduct of Scot Lang without any further payment obligations by Sponsor.

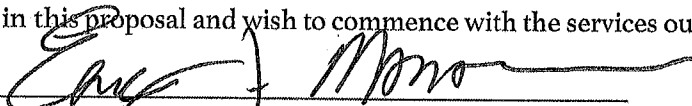
Scott Lang shall indemnify Sponsor, its officers, directors, and employees, from any and all costs, expenses, claims, suits, damages, judgments, (including without limitation attorneys' fees and expenses) for damages relating to or arising from (i) its negligence or willful misconduct in the performance of this Agreement or related activities, or (ii) infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party.

Scott Lang represents that it has obtained or will maintain adequate insurance coverage to insure itself against the risks associated with the indemnities made by it in this Agreement. Scott Lang shall name Sponsor, its officers, directors, and employees as additional named insured and shall provide Sponsor with appropriate certificate(s) of insurance as evidence if requested.

Any unresolved claim or issue will first be submitted to mediation and then arbitration. This Agreement will be governed and interpreted by the standard terms and conditions of such contracts and by the laws of the state of Arizona.

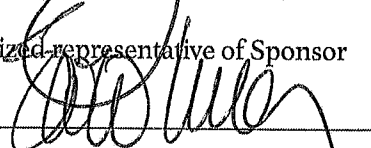
I agree to the terms listed in this proposal and wish to commence with the services outlined in it.

Sponsor :



Authorized representative of Sponsor

Scott Lang:



Scott Lang, for Scott Lang Leadership and *Be Part of the Music*

Date signed: _____



Sponsorship Agreement

This Sponsorship Agreement ("Agreement") is by and between Alfred ("Sponsor") and SCOTT LANG for and on behalf of SCOTT LANG LEADERSHIP and BE PART OF THE MUSIC.

Project Synopsis

Be Part of the Music is a total recruitment solution for music educators in K-12 schools. The product will be distributed on the web for free and in hard copy format, free of charge when possible, for a period of five years, or until January 1st 2020, whichever date arrives first.

Summary of Agreement

Provided the project is fully funded, *Be Part of the Music* will produce and distribute the following content from January 1st, 2015-January 1st, 2020 (names of products are subject to change):

<i>Be Part of the Orchestra</i>	<i>Estimated completion, August 2015</i>
<i>Stay in Music for Junior High</i>	<i>Estimated completion, December 2016</i>
<i>Be Part of the Choir</i>	<i>Estimated completion, December 2017</i>
<i>Stay in Music for High School</i>	<i>Estimated completion, December 2018</i>
<i>Be Part of the Profession</i>	<i>Estimated completion, December 2019</i>

As a part of the Sponsorship Agreement, *Be Part of the Music* agrees to provide the following for all sponsors:

- *Branding on all video(s), the website, and all official publicity materials*
- *Allow the use of the Be Part of Music and it's affiliate logos to use as they see fit*
- *Unlimited access to discs for all products at production cost*
- *Annual updates on the efficacy of the product*
- *Data as it relates to website registration and distribution (not individual user data)*
- *Access to all branded campaign materials and files*

Administrative Control

Scott Lang Leadership owns and maintains copyright to all materials associated with all *Be Part of the Music* produced products in perpetuity.

Sponsorship fee

The Sponsor commits \$5,000 annually for a period of five years totaling \$25,000.00. The initial payment is due thirty (30) days after signing with subsequent invoicing on January 1st of each additional year. All checks should be made payable to Scott Lang Leadership.

Standard Terms and Conditions

The production timeline and sequence of the product releases will be provided prior to the production process.

Should it become apparent that either cost or scheduling are going to be exceeded due to major changes or additions initiated by Sponsor, reasonable and mutually agreeable adjustments can be made at that time.

Sponsor Responsibilities: To pay in a timely manner and make good faith efforts to support and promote the product.

Content and design copyright will belong to Scott Lang Leadership. Any third-party components (open source or otherwise) shall be subject to their own particular licenses, if any.

Full content will be hosted solely on the site www.bepartofthemusic.com. Redirects and partial content for advertisement purposes is permissible.

Sponsor may voluntarily terminate this Agreement by notice in writing or via email. Upon a voluntary termination, Sponsor will be responsible for the remainder of monies due. Sponsor may immediately terminate this Agreement for the negligence or willful misconduct of Scot Lang without any further payment obligations by Sponsor.

Scott Lang shall indemnify Sponsor, its officers, directors, and employees, from any and all costs, expenses, claims, suits, damages, judgments, (including without limitation attorneys' fees and expenses) for damages relating to or arising from (i) its negligence or willful misconduct in the performance of this Agreement or related activities, or (ii) infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party.

Scott Lang represents that it has obtained or will maintain adequate insurance coverage to insure itself against the risks associated with the indemnities made by it in this Agreement. Scott Lang shall name Sponsor, its officers, directors, and employees as additional named insured and shall provide Sponsor with appropriate certificate(s) of insurance as evidence if requested.

Any unresolved claim or issue will first be submitted to mediation and then arbitration. This Agreement will be governed and interpreted by the standard terms and conditions of such contracts and by the laws of the state of Arizona.

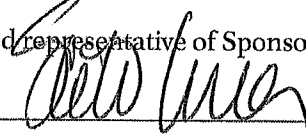
I agree to the terms listed in this proposal and wish to commence with the services outlined in it.

Sponsor :



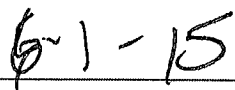
Authorized representative of Sponsor

Scott Lang:



Scott Lang, for Scott Lang Leadership and *Be Part of the Music*

Date signed:





Sponsorship Agreement

This Sponsorship Agreement ("Agreement") is by and between **French Woods Fine Arts Camp** ("Sponsor") and **SCOTT LANG** for and on behalf of **SCOTT LANG LEADERSHIP and BE PART OF THE MUSIC**.

Project Synopsis

Be Part of the Music is a total recruitment solution for music educators in K-12 schools. The product will be distributed on the web for free and in hard copy format, free of charge when possible, for a period of five years, or until January 1st 2020, whichever date arrives first.

Summary of Agreement

Provided the project is fully funded, *Be Part of the Music* will produce and distribute the following content from January 1st, 2015-January 1st, 2020 (names of products are subject to change):

Be Part of the Orchestra
Be Part of the Choir
Stay in Music for Junior High
Stay in Music for High School
Be Part of the Profession

As a part of the Sponsorship Agreement, *Be Part of the Music* agrees to provide the following for all sponsors:

- *Branding on all video(s), the website, and all official publicity materials*
- *Allow the use of the Be Part of Music and it's affiliate logos to use as they see fit*
- *Unlimited access to discs for all products at production cost*
- *Annual updates on the efficacy of the product*
- *Data as it relates to website registration and distribution (not individual user data)*
- *Access to all branded campaign materials and files*

Administrative Control

Scott Lang Leadership owns and maintains copyright to all materials associated with all *Be Part of the Music* produced products in perpetuity.

Sponsorship fee

The Sponsor commits \$5,000 annually for a period of five years totaling \$25,000.00. The initial payment is due January 15th, 2016 with subsequent invoicing on January 1st of each additional year. All checks should be made payable to Scott Lang Leadership.

Standard Terms and Conditions

The production timeline and sequence of the product releases will be provided prior to the production process.

Should it become apparent that either cost or scheduling are going to be exceeded due to major changes or additions initiated by Sponsor, reasonable and mutually agreeable adjustments can be made at that time.

Sponsor Responsibilities: To pay in a timely manner and make good faith efforts to support and promote the product.

Content and design copyright will belong to Scott Lang Leadership. Any third-party components (open source or otherwise) shall be subject to their own particular licenses, if any.

Full content will be hosted solely on the site www.bepartofthemusic.com. Redirects and partial content for advertisement purposes is permissible.

Sponsor may voluntarily terminate this Agreement by notice in writing or via email. Upon a voluntary termination, Sponsor will be responsible for the remainder of monies due. Sponsor may immediately terminate this Agreement for the negligence or willful misconduct of Scot Lang without any further payment obligations by Sponsor.

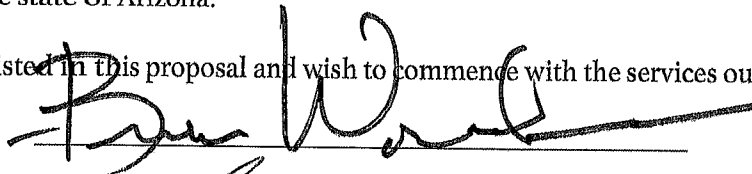
Scott Lang shall indemnify Sponsor, its officers, directors, and employees, from any and all costs, expenses, claims, suits, damages, judgments, (including without limitation attorneys' fees and expenses) for damages relating to or arising from (i) its negligence or willful misconduct in the performance of this Agreement or related activities, or (ii) infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party.

Scott Lang represents that it has obtained or will maintain adequate insurance coverage to insure itself against the risks associated with the indemnities made by it in this Agreement. Scott Lang shall name Sponsor, its officers, directors, and employees as additional named insured and shall provide Sponsor with appropriate certificate(s) of insurance as evidence if requested.

Any unresolved claim or issue will first be submitted to mediation and then arbitration. This Agreement will be governed and interpreted by the standard terms and conditions of such contracts and by the laws of the state of Arizona.

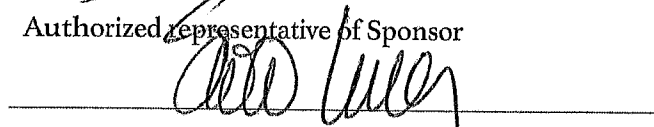
I agree to the terms listed in this proposal and wish to commence with the services outlined in it.

Sponsor :



Authorized representative of Sponsor

Scott Lang:



Scott Lang, for Scott Lang Leadership and *Be Part of the Music*

Date signed:

5-1-2015



Sponsorship Agreement

This Sponsorship Agreement ("Agreement") is by and between **MakeMusic, Inc** ("Sponsor") and **SCOTT LANG** for and on behalf of **SCOTT LANG LEADERSHIP** and **BE PART OF THE MUSIC**.

Project Synopsis

Be Part of the Music is a total recruitment solution for music educators in K-12 schools. The product will be distributed on the web for free and in hard copy format, free of charge when possible, for a period of five years, or until January 1st 2020, whichever date arrives first.

Summary of Agreement

Provided the project is fully funded, *Be Part of the Music* will produce and distribute the following content from January 1st, 2015-January 1st, 2020 (names of products are subject to change):

<i>Be Part of the Orchestra</i>	<i>Estimated completion, August 2015</i>
<i>Stay in Music for Junior High</i>	<i>Estimated completion, December 2016</i>
<i>Be Part of the Choir</i>	<i>Estimated completion, December 2017</i>
<i>Stay in Music for High School</i>	<i>Estimated completion, December 2018</i>
<i>Be Part of the Profession</i>	<i>Estimated completion, December 2019</i>

As a part of the Sponsorship Agreement, *Be Part of the Music* agrees to provide the following for all sponsors:

- *Branding on all video(s), the website, and all official publicity materials*
- *Allow the use of the Be Part of Music and it's affiliate logos to use as they see fit*
- *Unlimited access to discs for all products at production cost*
- *Annual updates on the efficacy of the product*
- *Data as it relates to website registration and distribution (not individual user data)*
- *Access to all branded campaign materials and files*

Administrative Control

Scott Lang Leadership owns and maintains copyright to all materials associated with all *Be Part of the Music* produced products in perpetuity.

Sponsorship fee

The Sponsor commits to pay \$5,000 annually for a period of five years, or 2020 whichever comes first. The initial payment is due thirty (30) days after signing with subsequent invoicing on September 1st of each additional year. All checks should be made payable to Scott Lang Leadership.

Standard Terms and Conditions

The production timeline and sequence of the product releases will be provided prior to the production process. Should it become apparent that either cost or scheduling are going to be exceeded due to major changes or additions initiated by Sponsor, reasonable and mutually agreeable adjustments can be made at that time.

Sponsor Responsibilities: To pay in a timely manner and make good faith efforts to support and promote the product.

Content and design copyright will belong to Scott Lang Leadership. Any third-party components (open source or otherwise) shall be subject to their own particular licenses, if any. Full content will be hosted solely on the site www.bepartofthemusic.com. Redirects and partial content for advertisement purposes is permissible.

Sponsor may immediately terminate this Agreement for the negligence or willful misconduct of Scott Lang without any further payment obligations by Sponsor.

MakeMusic and Scott Lang agree to review the sponsorship agreement after year three (September 2019). If at that time, MakeMusic cannot show the positive impact of the sponsorship, the agreement can be terminated without fulfilling or paying remainder of the sponsor terms.


Scott Lang shall indemnify Sponsor, its officers, directors, and employees, from any and all costs, expenses, claims, suits, damages, judgments, (including without limitation attorneys' fees and expenses) for damages relating to or arising from (i) its negligence or willful misconduct in the performance of this Agreement or related activities, or (ii) infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party.

Scott Lang represents that it has obtained or will maintain adequate insurance coverage to insure itself against the risks associated with the indemnities made by it in this Agreement. Scott Lang shall name Sponsor, its officers, directors, and employees as additional named insured and shall provide Sponsor with appropriate certificate(s) of insurance as evidence if requested.

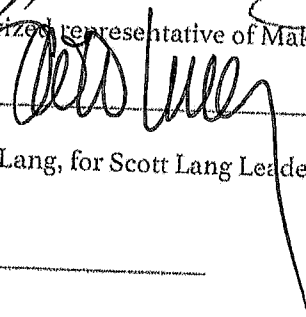
Any unresolved claim or issue will first be submitted to mediation and then arbitration. This Agreement will be governed and interpreted by the standard terms and conditions of such contracts and by the laws of the state of Arizona.

I agree to the terms listed in this proposal and wish to commence with the services outlined in it.

Sponsor:

 9-16-16
Authorized representative of MakeMusic, Inc.

Scott Lang:


Scott Lang, for Scott Lang Leadership and *Be Part of the Music*

Date signed:



Sponsorship Agreement

This Sponsorship Agreement ("Agreement") is by and between American String Teachers Association ("Sponsor") and SCOTT LANG for and on behalf of SCOTT LANG LEADERSHIP and BE PART OF THE MUSIC.

Project Synopsis

Be Part of the Music is a total recruitment solution for music educators in K-12 schools. The product will be distributed on the web for free and in hard copy format, free of charge when possible, for a period of five years, or until January 1st 2020, whichever date arrives first.

Summary of Agreement

Provided the project is fully funded, *Be Part of the Music* will produce and distribute the following content from January 1st, 2015-January 1st, 2020 (names of products are subject to change):

Be Part of the Orchestra
Be Part of the Choir
Stay in Music for Junior High
Stay in Music for High School
Be Part of the Profession

As a part of the Sponsorship Agreement, *Be Part of the Music* agrees to provide the following for all sponsors:

- *Branding on all video(s), the website, and all official publicity materials*
- *Allow the use of the Be Part of Music and it's affiliate logos to use as they see fit*
- *Unlimited access to discs for all products at production cost*
- *Annual updates on the efficacy of the product*
- *Data as it relates to website registration and distribution (not individual user data)*
- *Access to all branded campaign materials and files*

Administrative Control

Scott Lang Leadership owns and maintains copyright to all materials associated with all *Be Part of the Music* produced products in perpetuity.

Sponsorship fee

The Sponsor commits \$5,000 annually for a period of ^{four} five years totaling \$20,000.00. The initial payment is due January 15th, 2016 with subsequent invoicing on January 1st of each additional year. All checks should be made payable to Scott Lang Leadership.



Sponsorship Agreement

This Sponsorship Agreement ("Agreement") is by and between American String Teachers Association ("Sponsor") and SCOTT LANG for and on behalf of SCOTT LANG LEADERSHIP and BE PART OF THE MUSIC.

Project Synopsis

Be Part of the Music is a total recruitment solution for music educators in K-12 schools. The product will be distributed on the web for free and in hard copy format, free of charge when possible, for a period of five years, or until January 1st 2020, whichever date arrives first.

Summary of Agreement

Provided the project is fully funded, *Be Part of the Music* will produce and distribute the following content from January 1st, 2015-January 1st, 2020 (names of products are subject to change):

Be Part of the Orchestra
Be Part of the Choir
Stay in Music for Junior High
Stay in Music for High School
Be Part of the Profession

As a part of the Sponsorship Agreement, *Be Part of the Music* agrees to provide the following for all sponsors:

- *Branding on all video(s), the website, and all official publicity materials*
- *Allow the use of the Be Part of Music and its affiliate logos to use as they see fit*
- *Unlimited access to discs for all products at production cost*
- *Annual updates on the efficacy of the product*
- *Data as it relates to website registration and distribution (not individual user data)*
- *Access to all branded campaign materials and files*

Administrative Control

Scott Lang Leadership owns and maintains copyright to all materials associated with all *Be Part of the Music* produced products in perpetuity.

Sponsorship fee

The Sponsor commits \$5,000 annually for a period of ^{four} ~~five~~ years totaling \$20,000.00. The initial payment is due January 15th, 2016 with subsequent invoicing on January 1st of each additional year. All checks should be made payable to Scott Lang Leadership.

Standard Terms and Conditions

The production timeline and sequence of the product releases will be provided prior to the production process.

Should it become apparent that either cost or scheduling are going to be exceeded due to major changes or additions initiated by Sponsor, reasonable and mutually agreeable adjustments can be made at that time.

Sponsor Responsibilities: To pay in a timely manner and make good faith efforts to support and promote the product.

Content and design copyright will belong to Scott Lang Leadership. Any third-party components (open source or otherwise) shall be subject to their own particular licenses, if any.

Full content will be hosted solely on the site www.bepartofthemusic.com. Redirects and partial content for advertisement purposes is permissible.

Sponsor may voluntarily terminate this Agreement by notice in writing or via email. Upon a voluntary termination, Sponsor will be responsible for the remainder of monies due. Sponsor may immediately terminate this Agreement for the negligence or willful misconduct of Scot Lang without any further payment obligations by Sponsor.

Scott Lang shall indemnify Sponsor, its officers, directors, and employees, from any and all costs, expenses, claims, suits, damages, judgments, (including without limitation attorneys' fees and expenses) for damages relating to or arising from (i) its negligence or willful misconduct in the performance of this Agreement or related activities, or (ii) infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party.

Scott Lang represents that it has obtained or will maintain adequate insurance coverage to insure itself against the risks associated with the indemnities made by it in this Agreement.

Any unresolved claim or issue will first be submitted to mediation and then arbitration. This Agreement will be governed and interpreted by the standard terms and conditions of such contracts and by the laws of the state of Arizona.

I agree to the terms listed in this proposal and wish to commence with the services outlined in it.

Sponsor:

Beth Knight, Interim Executive Director

Authorized representative of Sponsor

Scott Lang:

[Signature]

Scott Lang, for Scott Lang Leadership and *Be Part of the Music*

Date signed:

4/21/15



Sponsorship Agreement

This Sponsorship Agreement ("Agreement") is by and between KHS America ("Sponsor") and SCOTT LANG for and on behalf of SCOTT LANG LEADERSHIP and BE PART OF THE MUSIC.

Project Synopsis

Be Part of the Music is a total recruitment solution for music educators in K-12 schools. The product will be distributed on the web for free and in hard copy format, free of charge when possible, for a period of five years, or until January 1st 2020, whichever date arrives first.

Summary of Agreement

Provided the project is fully funded, *Be Part of the Music* will produce and distribute the following content from January 1st, 2015-January 1st, 2020 (names of products are subject to change):

Be Part of the Orchestra
Be Part of the Choir
Stay in Music for Junior High
Stay in Music for High School
Be Part of the Profession

As a part of the Sponsorship Agreement, *Be Part of the Music* agrees to provide the following for all sponsors:

- *Branding on all videos, the website, and official publicity materials*
 - *Any KHSA brand logos may be applied to any specific product or material as indicated by KHSA, including logo groupings as desired within the space allotted by Be Part of the Music. Notification of brand usage must be provided in advance of product launch.*
 - *Logos can be changed upon request, or placed on a scheduled rotation as indicated by KHSA on Be Part of the Music websites*
 - *Recognition to be included in all official and free printed programs, presentations, and booth signage pertaining to Be Part of the Music*
- *Links to all relevant KHSA websites and social channels on Be Part of the Music website*
- *Scott Lang agrees to contribute content to KHSA websites and social platforms, while promoting Be Part of Music products by:*
 - *participating in the production of one KHSA branded video per year with sponsor paying all costs*
 - *allowing for the reposting of two Scott Lang contributing articles to the getbanded.com website per year with proper attribution to the author*

- *Be a Part of the Music will promote KHSA brands through social channels bi-monthly, specifically tagging KHSA brand pages and using hashtags as mutually agreed upon by KHSA and Be Part of the Music. Text for social media posts to be provided by KHS with appropriate tags.*
- *Usage of the Be Part of Music and affiliate logos*
- *Unlimited access to discs for all products at production cost*
- *Access to all free branded campaign materials and files (posters, brochures, etc...) to be printed by KHSA for their use and distribution*
- *General data as it relates to website registrations but not specific user data unless agreed upon by all parties*
- *Continued dialogue towards an opt in opportunity that would allow Be Part of the Music to share user information with sponsors*
- *Annual updates on the efficacy of the product*

Administrative Control

Scott Lang Leadership owns and maintains copyright to all materials associated with all *Be Part of the Music* produced products in perpetuity.

Sponsorship fee

The Sponsor commits \$5,000 annually for a period of five years totaling \$25,000.00. The initial payment is due thirty (30) days after signing with subsequent invoicing on January 1st of each additional year. All checks should be made payable to Scott Lang Leadership.

Standard Terms and Conditions

The production timeline and sequence of the product releases will be provided prior to the production process.

Should it become apparent that either cost or scheduling are going to be exceeded due to major changes or additions initiated by Sponsor, reasonable and mutually agreeable adjustments can be made at that time.

Sponsor Responsibilities: To pay in a timely manner and make good faith efforts to support and promote the product.

Content and design copyright will belong to Scott Lang Leadership. Any third-party components (open source or otherwise) shall be subject to their own particular licenses, if any.



Sponsorship Agreement

This Sponsorship Agreement ("Agreement") is by and between **KHS America** ("Sponsor") and **SCOTT LANG** for and on behalf of **SCOTT LANG LEADERSHIP** and **BE PART OF THE MUSIC**.

Project Synopsis

Be Part of the Music is a total recruitment solution for music educators in K-12 schools. The product will be distributed on the web for free and in hard copy format, free of charge when possible, for a period of five years, or until January 1st 2020, whichever date arrives first.

Summary of Agreement

Provided the project is fully funded, *Be Part of the Music* will produce and distribute the following content from January 1st, 2015-January 1st, 2020 (names of products are subject to change):

Be Part of the Orchestra
Be Part of the Choir
Stay in Music for Junior High
Stay in Music for High School
Be Part of the Profession

As a part of the Sponsorship Agreement, *Be Part of the Music* agrees to provide the following for all sponsors:

- *Branding on all video(s), the website, and all official publicity materials*
- *Allow the use of the Be Part of Music and it's affiliate logos to use as they see fit*
- *Unlimited access to discs for all products at production cost*
- *Annual updates on the efficacy of the product*
- *Data as it relates to website registration and distribution (not individual user data)*
- *Access to all branded campaign materials and files*

Administrative Control

Scott Lang Leadership owns and maintains copyright to all materials associated with all *Be Part of the Music* produced products in perpetuity.

Sponsorship fee

The Sponsor commits \$5,000 annually for a period of five years totaling \$25,000.00. The initial payment is due thirty (30) days after signing with subsequent invoicing on January 1st of each additional year. All checks should be made payable to Scott Lang Leadership.

Standard Terms and Conditions

Full content will be hosted solely on the site www.bepartofthemusic.com. Redirects and partial content for advertisement purposes is permissible.

Sponsor may voluntarily terminate this Agreement by notice in writing or via email. Upon a voluntary termination, Sponsor will be responsible for the remainder of monies due. Sponsor may immediately terminate this Agreement for the negligence or willful misconduct of Scot Lang without any further payment obligations by Sponsor.

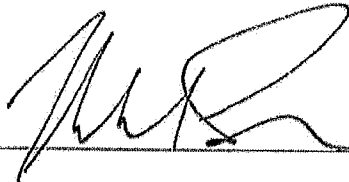
Scott Lang shall indemnify Sponsor, its officers, directors, and employees, from any and all costs, expenses, claims, suits, damages, judgments, (including without limitation attorneys' fees and expenses) for damages relating to or arising from (i) its negligence or willful misconduct in the performance of this Agreement or related activities, or (ii) infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party.

Scott Lang represents that it has obtained or will maintain adequate insurance coverage to insure itself against the risks associated with the indemnities made by it in this Agreement. Scott Lang shall name Sponsor, its officers, directors, and employees as additional named insured and shall provide Sponsor with appropriate certificate(s) of insurance as evidence if requested.

Any unresolved claim or issue will first be submitted to mediation and then arbitration. This Agreement will be governed and interpreted by the standard terms and conditions of such contracts and by the laws of the state of Arizona.

I agree to the terms listed in this proposal and wish to commence with the services outlined in it.

Sponsor:



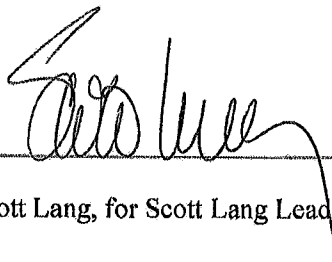
Authorized representative of Sponsor

MIKE ROBINSON - VP OF MARKETING

Date signed:

5/14/15

Scott Lang:



Scott Lang, for Scott Lang Leadership and *Be Part of the Music*

Date signed:
