

19 Group “American Idol” Contestant Agreement

The following are excerpts from a 14-page contract for "American Idol" contestants. This contract, with producer Simon Fuller's 19 Group and affiliated companies, was presented to a prospective contestant on a take-it-or-leave-it basis who was given a few hours to sign or decline.¹

1. I hereby consent to Producer's filming, taping and/or recording of me for use in and in connection with the Series ... I acknowledge and agree that Producer will be the sole and exclusive owner of all rights and material filmed, taped, and/or recorded pursuant to this Agreement.

... I hereby grant to Producer the unconditional right throughout the universe in perpetuity to use, simulate or portray (and to authorize others to do so) or to refrain from using, simulating or portraying, my name, likeness (whether photographic or otherwise), voice, singing voice, personality, personal identification or personal experiences, my life story, biographical data, incidents, situations and events which heretofore occurred or hereafter occur, including without limitation the right to use, or to authorize others to use any of the foregoing in or in connection with the Series ...

... I understand that, in and in connection with the Series, I may reveal and/or relate, and other parties ... may reveal and/or relate information about me of a personal, private, intimate, surprising, defamatory, disparaging, embarrassing or unfavorable nature, that may be factual and/or fictional.

[Producer's recordings of any and all behavior of the contestant "in and in connection with the series" and the contestant's likeness, voice and any or all biographical material may be exploited by 19 Group forever and "throughout the universe."]

2. Confidentiality/Disclosures: Any and all information disclosed to or obtained by me concerning or relating to the Series, the contestants, the events contained in the Series, the outcome of the Series and/or contest, Producer, the Network and the terms and conditions of this Agreement shall be strictly confidential.

... I acknowledge that any disclosure of such information will constitute a material breach of this Agreement and will cause Producer and the Network substantial and irreparable Injury and will cause substantial damages in excess of Five Million Dollars (\$5,000,000), entitling Producer (and/or the Network, as a third party beneficiary of this provision) to, among other things: (a) injunctive or other equitable relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this paragraph by me; (b) recovery or disgorgement of the monies and other consideration, if any, I received in connection with such disclosure; (c) forfeiture of any and all cash and prizes that I may have been entitled to for participating in the Series; and (d) recovery of the Producer's and/or the Network's damages, including but not limited to, lost profits and other consequential damages, to the extent permitted by law, and attorneys' fees and court costs incurred to enforce this paragraph.

¹ This document is based on information published on Slate.com.

5. Future Agreements: Notwithstanding the other provisions of this Section C, I understand and agree that in the event I am one of the final ten (10) contestants in the Competition, I will be required to enter into the following agreements: (a) an agreement with 19 Recordings Ltd. (or an affiliated company) for my exclusive services as a recording artist; (b) an agreement with 19 Merchandising Ltd. for the use of my name, likeness biography in connection with advertising, endorsement, merchandising and sponsorship; and (c) an agreement with 19 Management Ltd. for the management of my career as an artist. I understand and agree that, unless I am the individual selected as the winner of the Competition, such agreements shall become fully effective only at the election of 19 Recordings Ltd., 19 Merchandising Ltd. and/or 19 Management Ltd.

[All the American Idol finalists were required to enter into exclusive options agreements as follows: a record contract with 19 Recordings Ltd.; a contract for advertising, endorsements, sponsorships and merchandising with 19 Merchandising Ltd.; and a management contract with 19 Management Ltd. These contracts become operative and binding for the winner of the "American Idol" contest. For each of the other nine "American Idol" finalists, the contracts become operative if the 19 companies elect to exercise their options.]

6. 'World Idol': I acknowledge and agree that, should I win the Competition and subject to my availability at the time of the Producer's request, I shall participate in a 'World Idol' program where winners/contestants from the 'Pop Idol' and/or 'American Idol' competition in other countries or other versions of the Series shall compete against each other and, provided that I appear on the 'World Idol' program, I agree to accept a total fee of One Thousand Four Hundred Dollars (\$1,400.00) in full and final consideration for my appearance in such program and the grant of all rights in relation thereto on the same terms and conditions set out hereunder.