Testimonial Consent & Release

- The Testimonial Consent & Release should be signed by your customer or expert to acknowledge consent for the use of their personal endorsement of your product or service.
- You'll need this for every testimonial that you want t use.
- Before using any testimonial, it is important to secure consent from the speaker / writer. It is not enough that a customer or expert has written you a letter praising your product or has spoken to you with positive comments. To reuse those statements in any form of promotional context, the person who spoke or wrote them must first give you their consent.
- This Testimonial Release form is very broad and grants you considerable usage rights. You may wish to outline the proposed use of the testimonial in letter form to the individual to whom you are sending the Consent, along with a customized copy of this Testimonial Consent and Release.
- If you propose to use a pre-re of the individual in your advertisement, you will also need consent for the use of that individers likeness see the, "Talent / Model Release."
- Also note that if the person providing the testimonial is a minor (under 18), you should have the child's parent or guardian also acknowledge their consent and release.

Cover memo:

The attached legal agreement is a bit dry and perhaps harsh, so you want to warm up the introduction to requiring this release with this friendly, appreciative and personal note.

Date:	[Date]
To:	[Name of Releasor]
From:	[Owner/Founder]
	[Company]
Subject:	Testimonial Consent & Release

Thank you so much for your [______ r / comments] regarding our [name of product / service] that you [sent / made] dated [Date]!

On behalf of our entire company, we are very appreciative!

We very much look forward showing off your [comments, picture, web address] for other customers to see and hopefully be inspired to buy our [products/service].

To make sure we do things properly here, we must have you approve the attached "Testimonial Consent & Release" Agreement in order to assure that we have your blessing to use your comments in our promotional materials.

Please read the agreement carefully.

I believe that it embodies everything we discussed and I hope it doesn't seem too "over the top" legally, but you know how some lawyers are!

Of course will always use it in a positive manner and always maintain a positive portrayal of you.

Time is of the essence.

If you would, please sign and return it to me asap.

Thank you very much!

From JIAN

NOTICE:

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the headstart that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- Do Not Use This Agreement 'As-Is.'
- This Agreement Is Not Legal Advice.
- Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.
- You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.
- JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.

Free Access to Attorneys, Accountants & Consultants in Your Area

We're building a network of business experts who are eager to help you when you need it. They can review your work, make sugge ns, handle unique situations and introduce you to influential people. On our website you can search L-respertise and location, then e-mail or jump straight to their website. Although they are professionals and charge for their services, most offer an initial consultation free of charge. They're in your area and you can contact them directly.

Please visit our website under Expert Referral Network.

Ongoing Update Service Keeps You Current

Things change, laws change, the world changes... new ideas come along all the time. When you register, you can access our website to get updates and changes... like new and improved spreadsheets and documents. They can be downloaded directly to your computer.

- Please visit our website under Updates.
- Remember to bookmark our website: www.JIAN.com

Editing Your Sample Contract

Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above $\leftarrow \rightarrow$ green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the "[]" brackets - simply edit / type-over with your information.

To make sure your have filled in all the variables, use Word's 'FIND' function to locate any "[]" which may contain an unedited variable.



- Click the room in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.

Testimonial Consent & Release

This introductory paragraph lists the date and the parties to this Agreement. We formatted this agreement uniquely to make it easy on others (judge, arbitrator(s), etc. God forbid) to readily understand who is involved, when the agreement begins and some basic summary background information.

Effective Date	[Date]
between	[Company Legal Name], ("[Company]")
a	[State] [Corporation/Partnership/Sole Proprietorship/Resident],
located at	[Address]
	ity], [State] [Zip Code]
and	[Customer Name] ("Customer" or "Releasor")
residing at	[Address, City, State Zip Code]

Release

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer hereby consents to any use made or to be made by [Company], its advertising agency, licenses, and producers or publishers of its promotional material and its and their successors and assigns, any text or other material, prepared or created by [Company] or any of such other parties at its own expense, which text or other material depicts, quotes or otherwise is attributed to Customer with respect to the use or ownership by Customer or the Customer's family of any product or service manufactured, sold, provided or otherwise distributed by [Company]; provided, however, that no such text or other material shall hold up to public ridicule or scandal any of Customer or Customer's family.

Customer also hereby releases [Company] and such other parties from any obligation to make any payment hereunder or from any other liability incurred in connection with the use of any such text or other material in the manner provided above.

Understood, Agreed & Approved

Customer

Date

If Releasor is under 18

If Customer/Releasor is not yet eighteen (18) years old, the minor's parent or guardian must complete and sign the following form:

Parent or Guardian hereby warrants that s/he is the Parent or Guardian of the above named Customer, a minor, and has full authority to authorize the above Release and indemnifies the licensed parties and their respective successors and assigns, from and against any and all liability arising out of the exercise of the

rights granted by the above Testimonial Consent & Release.

Parent or Guardian Signature

Date

Printed Name