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You acknowledge that you are solely responsible for all rights clearance with respect to the Work and hereby represent and warrant that you own all rights, title, and interest in the Work and have all rights, power and authority necessary to grant the rights granted to MESA herein, free and clear of any claims, liens, or encumbrances. You also represent and warrant that you are not aware of any investigation, claim, litigation involving the Work, the Work does not violate or infringe the rights of any other party or the laws or regulations of any governmental, regulatory, or judicial authority, and the Work does not include any libelous, defamatory, obscene or unlawful material under the laws of the United States or any
In connection with the foregoing, you agree that you will: (i) confirm any waivers, licenses, permissions, or consents from time to time as reasonably requested by the MESA, and (ii) perform such other acts as MESA may reasonably request to facilitate MESA’s right to use the Work.

You acknowledge and agree that you and MESA are independent contractors only and that neither this Agreement nor any of its terms and conditions may be construed as creating a partnership, joint venture, employment, or agency relationship with MESA. These Terms constitute the entire agreement of the parties relating to the subject matter hereof and supersedes and replaces any and all prior oral or written agreements concerning the Work. No amendments may be made except in a writing signed by both of the parties hereto, and the law governing this Agreement will be that of the State of Arizona. This Agreement will be binding on, and will inure to the benefit of, the parties hereto and their respective successors, heirs, and assigns. If any provision of these Terms shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.