

**We confirm our Music Promotion Artist Agreement whereby we represent the Artist under the provisions of this agreement.**

**You agree to all provisions contained herein and will be bound by its terms and obligations:**

## **1. DEFINITIONS**

For the purpose of this Agreement, the following terms shall have the following meaning:

“**Artist / You**” for the avoidance of doubt shall mean the artist purchasing the Service.

“**Term**” shall mean the duration of the Agreement including the Initial Contract Period and subsequent Option Periods during which Artist accepts and agrees to render services to the Company.

“**Territory**” shall mean the World.

“**Company / We / Us / Our**” means Music Promotion Media Ltd of 7 Bay Tree Close, IG6 2AP, UK.

“**Terms and Conditions**” means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Company.

“**Website**” means the Company's website(s).

“**Service**” the product supplied by the Company.

## **2. IT IS HEREBY UNDERSTOOD**

- a) The Company is an organisation, which specialises in the promotion and online marketing of The Artist's original compositions providing a website for selected songs to be featured online.
- b) The Company and the Artist wish to enter into this Agreement.
- c) This agreement relates solely to promote the Artist's (as a band, group, solo artist) existing material only.
- d) The Company will use our best endeavours to promote and develop the Artist's music.
- e) Nothing within this agreement shall be deemed to create a partnership or joint venture between the Company and Artist.
- f) The Company shall refer all enquiries connected with the Artist direct to the Artist.
- g) The Company shall not be responsible for any costs or expenses occurred by the Artist what so ever.
- h) The Company shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.
- i) You agree that the Company in its sole discretion may not deem your music tracks to be suitable to forward to industry contacts, for any reason.
- j) This is a non-exclusive agreement, meaning that the Artist can self promote using any other means along side our service
- k) The Company agrees to perform promotional activities for the Artist in respect of the individual music tracks selected by the Company.
- l) Although we may give advice and guidance, the Artist is solely responsible for any contracts the Artist signs with publishing or record companies obtained through our Service. The Company recommends that the Artist seek independent legal advice before signing a contract with a record or publishing company.

### **3. WHAT RIGHTS ARE ASSIGNED**

The Artists grants to the Company the following rights in respect of the individual music tracks throughout the world. Upon delivery of individual music tracks to The Company you are granting the rights to:

- a) To make the tracks available as an audio stream on the Company's website(s).
- b) To use any trademarks, copyrights that are provided to us through the submission process including, but not limited to, the song name, descriptive content supplied by you in text form and any images as may be used from time to time.
- c) To use the Artist's name(s), professional name(s), photographs, related artwork (including lyrics), video(s), or other likenesses and/or biographical materials, both for the purpose of this Agreement and for the Company's own ongoing marketing needs.
- d) To copy and distribute the tracks to industry contacts for the purpose of promotional activities.

### **4. ARTIST'S OBLIGATIONS**

The Artist warrants that he/she is fully entitled to enter into and to perform the obligations under this agreement and is not restricted from doing so by the terms of any other existing or previous agreement.

All recordings shall contain new and original performances by the Artist. In the event the Artist has included "sampled extracts" in the tracks the Artist agrees that all necessary licences and clearances have been received from the copyright owners. The Artist further agrees that all third party consents in connection with the tracks have been fully received.

You further warrant that you have permission from any firm, corporation, organisation or individual to which you may have assigned or pledged or contracted your copyright to in the event that You are the songwriter of the tracks embodied in the sound recordings which are the subject of this agreement.

**To enable the Company to perform its obligations the Artist shall:**

- a) Co-operate with the Company.
- b) Provide the Company with any information reasonably required by the Company.
- c) Obtain all necessary permissions, licences and consents that may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Artist.
- d) Comply with such other requirements as may be set out in the Agreement or otherwise agreed between the parties.
- e) To notify the Company of any changes in address or contact numbers.

### **5. PRICE AND PAYMENT**

- a) The price for the Services is as specified on the Company's website at the time of the Order, unless agreed in writing by the Company.
- b) All prices are quoted in Pounds Sterling.
- c) Payment of the price shall be in the manner specified on the Company's website.
- d) If the Artist fails to make any payment to the Company the Agreement shall be void.
- e) The Artist will be responsible for any incurred costs due to failed payments.
- f) By paying for the Service, you are agreeing to the terms set out in this agreement.

## **6. SAMPLE CLEARANCE**

The Company shall not accept any liability for music products, which have not been cleared by the original artist or copyright owners. When the artist signs this agreement they are stating to The Company that they are the original artist of the work submitted and owners of all the copyright and that it is sample free or that they have been granted copyright clearance wavers or permissions to use all copyrighted samples in writing by the original copyright owners.

Any liabilities and legal action resulting from the use of undeclared copyright protected samples used shall remain the sole liability of the artist and any legal disputes arising there from shall be the sole responsibility of the artist.

You further represent and warrant:

That, in connection with the music tracks, all costs of recording, musicians fees, and royalties to any artists, arrangers, and copyists, if any, have been paid in full by you; that you will be solely responsible for all above stated royalties and will indemnify us and hold us harmless against any losses, damages, costs or claims of any parties resulting from the services of the artists and musicians whose performances are embodied on said recordings.

## **7. SEVERANCE**

This Agreement shall be deemed to have been made in the United Kingdom and shall be interpreted and governed by English Law. Should any portion of this Agreement be found to be invalid or unenforceable, it shall not affect the balance of this Agreement.

## **8. GENERAL**

These Terms and Conditions shall apply to all contracts for the supply of Services by the Company to the Artist and shall prevail over any other documentation or communication from the Artist.

Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Company.

Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Company may be entitled in relation to the Services, by virtue of any statute, law or regulation.

Nothing in these Terms and Conditions shall affect the Artist's statutory rights as a Consumer.

The Territory governed by this agreement shall mean the World.

## **9. LIMITATION OF LIABILITY**

For the avoidance of doubt, time shall not be of the essence and the Company shall incur no liability to the Artist in respect of any failure to complete the Services by any agreed completion date.

In no event shall the Company be liable for any loss of profit, loss of opportunity, loss of business, loss of revenue, loss of copyright, wasted time, wasted costs, indirect, incidental, special, or consequential loss arising out of or in any way connected with the use of our website or Service or with the delay or inability to use our website, or for any information, products, and services obtained through our website, or otherwise arising out of the use of our Service.

The Company has used reasonable care and skill in compiling the content of our website. However, the Company makes no warranty to the accuracy of any information on the site or accepts liability for any errors or omissions on the site.

## **10. "CHANGE OF MIND" GUARANTEE**

Music Promotion Media's "Change of Mind" guarantee entitles you to reimbursement of the purchase price of our Service for any reason provided that you contact us by emailing [info@MusicPromotionMedia.co.uk](mailto:info@MusicPromotionMedia.co.uk) within 7 days of purchase quoting your name, telephone number and Client Number.

You will be responsible for paying for any shipping charges if you require the return of any Material (e.g. CD's) under the "Change of Mind" guarantee.

Music Promotion Media regrets that we cannot accept any liability if you fail to notify us within 7 days from the date of purchase.

Should we receive any Record Label offers in relation to your material after you have received your refund, we will not disclose or progress the offer until you have repurchased the Service. Music Promotion Media regrets that we cannot accept any liability for repurchased Services for any reason.

The 7 day change-of-mind guarantee does not apply to the "Demo Review Fee".

## **11. GOVERNING LAW**

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

## **12. RIGHT TO MODIFY THESE TERMS AND CONDITIONS**

The Company may modify these terms and conditions at any time without prior notice, with any modifications being effective from the date and time of change.

## **13. NO RESALE OF SERVICE**

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

## **14. MODIFICATIONS TO SERVICE**

The Company reserves the right at any time and from time to time to modify the Service (or any part thereof) with or without notice. You agree that the Company shall not be liable to you or to any third party for any modification of the Service.

## **15. DISCLAIMER**

The Company makes no warranty or representation that (i) the service will meet your requirements, (ii) the service will be timely or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any services and information obtained by you through the service will meet your expectations.

Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.