

PeaceWork Music Net Artist License Agreement

This is a legal agreement between _____ (you, your, yours) and PeaceWork Music Net (we, us, our, ours).

If you are agreeing on behalf of a group or group(s) of artists, each reference to "you" refers to each member of the group(s) or the group as a whole.

The term "Material" means any and all material you submit to us, including songs, recordings, musical works, photographs, videos and any other material of any kind.

You are granting us an all-in non exclusive worldwide license to reproduce, distribute, perform, display and sell the material from our website in CD, custom CD, enhanced CD, or streaming formats in whole or part, to use any trademarks, service marks or trade names incorporated in the material, and to use the name and likeness of any individuals represented in the material.

You retain ownership of copyright and all other rights in the material, subject to the non-exclusive rights you are granting us under this agreement. You are free to grant similar rights to others during and after the term of this agreement.

The term of this agreement shall be one year from the date hereof, and will continue for subsequent contract periods of one year, unless terminated in writing by either party within 60 days of expiration of any given term. You warrant and represent that you own all rights to the Material you submit to us, and that you are free to enter into this agreement and have secured all third party consents necessary, and that the material will not violate any laws or infringe upon or violate the rights of any third party.

We will offer your recordings for sale to the public in the form of CD on demand (CDR). You will set the sale price and will receive 50% of the sale price for each CD sold. If you choose to not set your own price, your CD(s) will be priced at \$1.00 per song and we shall pay to you a royalty of \$0.50 per song sold, and account all royalties due to you at the end of each calendar month. Sales made internationally will be calculated and paid on the same basis unless otherwise noted in subsequent territory agreements.

We may wish to include your material on promotional CDs from time to time, subject to your prior approval. The payment schedule for such compilations will be determined before the compilations are offered for sale and are subject to your agreement. You agree to waive royalties on promotional CDs, provided that the total number of royalty-free promotional copies does not exceed 200 in any twelve month period.

You agree that PeaceWork Music Net has the right to accept or reject any material as it sees fit, and to include or exclude material at its sole discretion.

All statements and payments made hereunder will be final and binding, unless subject to specific written objection by you, stating the basis thereof, received by us within one year from the date rendered. Failure to make specific objection within the said time period will be deemed approval of such statement.

You will be responsible for all rights payments for licensing, reporting and payment obligations of all kinds in connection the use of the material. Such payments include those relating to union or guild payments, "sample" or "replay" licenses or payments, mechanical, synchronization and public performance rights in the material, and any other 3rd party payments of any kind in connection with the materials. You indemnify us from any liability, costs, damages or legal fees incurred by you in respect of any breach of intellectual property or other rights aforesaid.

Sales made internationally will be calculated and paid on the same basis unless otherwise noted in subsequent territory agreements.

Sales royalties are calculated after the deduction of any applicable government withholding tax, local sales tax or VAT.

You grant us a royalty free license to stream audio clips in whole or in part to promote sales of your work on your behalf.

PeaceWork Music Net provides its products and services related to this agreement on an "AS IS" basis without warranty of any kind, and will not be liable for any consequential, indirect, exemplary, special, or incidental damages arising from or related to this agreement.

All notices, requests and other communications under this agreement must be in writing. This agreement is the entire agreement of the parties relating to the material and supercedes all previous proposals, discussions or agreements. It may be changed only in writing, signed by both parties. Any disputes that arise between the parties with respect to the performance of this contract will be submitted to binding arbitration by the American Arbitration Association, to be determined and resolved under its rules and procedures in effect at the time of submission. The parties agree to share equally in the costs of arbitration. The final arbitration decision will be enforceable through the courts of Oregon.

The laws of the United States and of the State of New York govern this agreement.

PeaceWork Music Net Representative (printed name) _____

Signature: _____ Date: _____

PeaceWork Music Net
P.O. Box
Rochester, NY
musicians@peaceworkmusic.net

Artist/Band Representative (printed name) _____

Signature: _____ Date: _____

Address _____

EMAIL _____