

## Indie Artist

### Promotional Release / Music Download Agreement

DATE: \_\_\_\_\_

The Artist(s)

Legal Name(s) 1) \_\_\_\_\_ 2) \_\_\_\_\_  
3) \_\_\_\_\_ 4) \_\_\_\_\_

(If there are more than four members in your group, please add their names on the signature page below) a/k/a/ (Stage Name) \_\_\_\_\_ and/or their

Agents Representative(s) (hereinafter referred to as "I/we, my/our or me/us") of:

(Address) \_\_\_\_\_

hereby agree to the following:

1. I/We hereby grant for a period of 4 years (hereinafter referred to as the "Term") to Black Buffalo Entertainment Group Inc. d/b/a (doing business as) UglyRadio.Net and their respective licensees, successors and assigns (herein collectively called the "licensed parties"), the right to use, all or any part of audio, video, name, picture, portrait and likeness (hereinafter refer to as "material") submitted by me/us in any and all electronic or print media not excluding promotional use, advertising, and online retail sales throughout the territory. ("The territory" covered by this agreement shall be the universe). I/we also acknowledge that this agreement does not imply all material submitted by me/us will be selected for retail sales. However, I/we acknowledge that I/we will be monetarily compensated at a written agreed amount for all material I/we submit to the licensed parties for retail use.

2. I/We warrant and represent that all material submitted to the licensed parties are of original form (material created by me/us) or I/we am/are authorized to use the material submitted with no limits. I/we also warrant and represent that this agreement (hereinafter referred to as "license") does not in any way conflict with any existing commitment on my/our part.

3. I/We agree when submitting audio material, I/we am/are responsible for submitting the following information:  
Name of Artist(s), a Biography or "Write up" of Artist(s), Title of Track(s), Length of Track(s) along with contact information for Artist(s)

4. I/We agree that no advertisement or other material need be submitted to me/us for any further approval and the licensed parties shall be without liability to me/us for any distortion or illusionary effect or adverse result to me/us on account of the licensed parties use of my/our material. Nothing herein constitutes any obligation on the licensed parties to make any monetary or gift compensation to me/us for any promotional or advertising use of my/our material submitted to the licensed party during the term of this agreement, and I/We acknowledge that the licensed parties only promotional obligation to me/us is to give me/us exposure in the territory on UglyRadio.Net per their discretion.

5. I/We agree that if my material is selected by UglyRadio.Net for retail download, all monetary compensation due me/us is base only on retail sales of my/our material downloaded through UglyRadio.Net online retail outlet at a wholesale rate of 0.30 (Thirty cents) per track due me, unless otherwise agreed in writing by both parties. Upon receipt of payment due me/us from UglyRadio.Net, I/We also agree that I/We am/are responsible for all necessary monetary compensation disbursement due to all parties involved in the production of recorded material that falls under this agreement. I/We acknowledge that payment due me/us from the licensed parties will be disburse on the 10<sup>th</sup> day of each month by

electronic bank-wire transfer, paper check, or PayPal, unless the 10<sup>th</sup> day of the month falls on a weekend or a US (United States) national holiday.

6. (a) In the event a recording agreement is afforded to *me/us* from a major recording label during the *term*, and said recording agreement conflicts with this agreement, the *licensed parties* agree to release *me/us* from this *license*. However, the *licensed parties* reserves the right to continue to promote and sell all *material* submitted by *me/us* to the *licensed parties* prior to said recording agreement.

(b) *I/We* also understand this *license* does not restrict *me/us* from entering any other license or agreement that embody the likeness of this *license*, unless other said license/agreement imposes restrictions or demands on this *license* not limited to the agreed willingness of the *licensed parties* as described in paragraph 6.(a).

7. *I/We* warrant that *I/We* am/are of legal age to enter this agreement and agree to fulfill its terms in its entirety.

**All members must print and sign below even if this group/band does have an Agent/Representative.**

*Name(s):*

\_\_\_\_\_  
*Print (Agent/Representative or Guardian)*

\_\_\_\_\_  
*Signature (Agent/Representative or Guardian)*

\_\_\_\_\_  
*Print (Artist)*

\_\_\_\_\_  
*Signature (Artist)*

\_\_\_\_\_  
*Print (Artist)*

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*Signature (Artist)*

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*Signature (Artist)*

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*Print (Artist)*

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*Signature (Artist)*

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*Print (Artist)*

\_\_\_\_\_  
*Signature (Artist)*

