



LISTENER SUPPORTED PUBLIC RADIO

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## **FRIENDS OF KRVM COMPILATION SUBMISSION AGREEMENT**

Thank you for your interest in the KRVM Local Music Sampler Volume 2 compilation CD. So Friends of KRVM may print the CDs, please read, complete the agreement below, sign and date and submit with the music submission.

### **Agreement**

This Submission Agreement (the "Agreement") is entered into as of \_\_\_\_\_, 2019, by and between Friends of KRVM, and \_\_\_\_\_, professionally known as recording and performing artist \_\_\_\_\_ (collectively, "Artist"). The terms and conditions of this Agreement are as follows:

Artist grants Friends of KRVM the non-exclusive and irrevocable right and authority to use, manufacture, duplicate, publish, advertise, market, distribute, promote, publicly display, publicly perform and sell Artist's sound recording and underlying original musical composition, " \_\_\_\_\_ " (collectively, the "Song"), in connection with Friends of KRVM's sound recording compilation (the "Comp") in both physical and digital formats including, but not limited to, CD's, and digital downloads.

Artist retains all rights to the submitted Song provided to Friends of KRVM. Friends of KRVM's rights to use the sound recording and underlying composition shall be limited to the above uses in connection with the Comp and shall be perpetual throughout the universe.

Artist represents and warrants that Song is an original work by Artist, and that no additional permissions from any third party of any kind whatsoever are required in order for Artist to license Song to Friends of KRVM as contemplated in this Agreement, including clearance of any sound recordings or cover songs owned in whole or in part by a third party. Friends of KRVM does not accept non-original works, including cover songs of any kind.



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Artist grants Friends of KRVM the right to include the Song, as well as the names of Artist, and any band trademarks or service marks in the Comp packaging and any advertising or promotional materials related to the sale, distribution or marketing of the Comp.

Friends of KRVM is a nonprofit 501 C3 and this compilation will be sold as a fundraiser with proceeds going to KRVM, a public radio station. Artist hereby indemnifies, and agrees to hold Friends of KRVM, KRVM, Lane County School District 4J and their sales or marketing affiliates, harmless, from any loss, damage and expense (including reasonable attorney's fees) that Friends of KRVM or KRVM may suffer by reason of any claim which is inconsistent with any promise, representation or warranty made by Artist in this Agreement.

Artist grants Friends of KRVM a non-exclusive worldwide and perpetual license to incorporate the Song in the Comp to be distributed on a promotional basis or sold by Friends of KRVM. As consideration for the limited rights granted to Friends of KRVM, Artist may receive promotional consideration. Other than this valuable promotional consideration, there will be no payment or royalties, including mechanical royalties, to Artist with respect to the use of the Song.

Your signature below indicates that you have the authority on behalf of Artist to grant all aforementioned rights including sound recording, publishing, trademark and publicity rights and any other rights granted by Artist to Friends of KRVM in this agreement.

Agreed and accepted,

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_