



Continue

Music distribution agreement pdf

Digital Music Distribution Agreement is a legal document, signed by the artist and delivered to the music distributor or aggregator, which enters into a legal link with artists or record labels to put the final product of their music on digital platforms or other streaming websites in exchange for a flat price or part of their income, which is also mentioned in the contract. A contract commands the digital music store to pay the artist, or record labels, royalties and fees based on the sale of a particular download or out of the revenue generated by streaming services for music. Therefore, it becomes immensely important to know about these music distribution contracts to avoid fraud and at the same time get a guaranteed income for your work, so that you can stop worrying about all the other things and focus on the one thing that matters most – producing good quality music. The key elements included in a basic digital music distribution agreement include: Term of the agreement from the date of execution (including extensions, if applicable), the Material to be provided, which are the songs or album that the artist must provide –every detail mentioned specifically to avoid confusion, Distribution method – such as streaming services or download rights or both, Compensation that indicates whether the dealer is charging a royalty cut or a fixed fee or a combination of both (important detail to take into account), and many more statements to be made by both parties in the agreement. Some other elements of the agreement that need careful deliberations include transferring rights or ownership of the song. The artist more often gives the distributor exclusive right to manufacture, reproduce, distribute and sell the artist's work in a territory. In addition to basic rights, music distributors now often demand to retain rights that can allow distributors to sell songs to movies and TV shows. Distributors typically request these rights to allow themselves to find additional alternatives to monetize from a single source, generating additional revenue from existing albums. When an artist decides to deliver the music he created with immense passion and hard work, he is often worried that it can be misused or modified against his liking. A musical agreement is created, in this way, to protect the interests of both the artist and the digital music distributor, allowing them to have a peaceful treatment and, therefore, a prolonged relationship. This AGREEMENT (hereinafter, the Agreement) is made between you, the Holder of Rights, acting on your own behalf or as a legal representative of a band, group, company, corporation or label (hereinafter, the Holder of Rights) and DigClique Entertainment doing it by doing as DigClique.com), located at 2753 Broadway, Suite 316, New York, NY 10025 from now on, known as the Distributor. Distributor is an Internet music distribution company that facilitates the offer of sound recordings to other third party distributors and digital music retailers (hereinafter, third party assignees) in order to sell music downloads to consumers over the Internet. The Rights Holder accredits that he owns or has the right to distribute, publish, sell, copy, transfer, convert, encode, integrate, digitally modify and deliver through the Internet the sound recordings masters designated and attached as Licensed Recordings. The Holder of Rights accredits that he owns or has the right to distribute, sell, publish, copy, transfer, convert, encode, integrate, digitally modify and deliver through the Internet any work of art, writing or pictorial supplied by the Owner of rights to the Distributor and/or Third Party Assignments in order to promote the sale of the sound recording. TESTIMONY: In consideration of the respective covenants contained in this document, the parties to this document, with the intention of being legally obliged on their part, in accordance as follows: 1. Granting of license. 1.1 - Licensed recordings. The rights holder grants distributor and distributor a non-exclusive right and license during the grant period throughout the territory to convert, digitize, encode, make, provoke or produce digital audio transmissions of the recordings designated by the Holder of Rights. The term Digital Audio Transmission will mean any digital incarnation of a sound recording. 1.2 - Distribution of music. The rights holder grants distributor and distributor of third parties Assigns a non-exclusive right and license during the Period of Subsidy throughout the Territory to sell through the download, sale through the burning, distribution, publication, copying, transfer, conversion, encoding, integrating, digitally modifying and delivering over the Internet the master sound recordings supplied by the owner of the rights and designated as Licensed Recordings and embedded as Digital Audio Transmissions by the Distributor and/or Distributor. 1.3 - Release. The owner of the rights authorizes the assignees of distributors to release, sell immediately through the download, sale through the burning, publication and/ or delivery over the Internet of the digital audio transmissions of the licensed recordings and any work of art, written or pictorial supplied by the owner of the rights to the distributor in order to promote the sale of the sound recordings of the owner of the rights during the period of subsidy Territory. 1.4 - Music streams. The rights holder grants third parties a non-exclusive right and license during the grant period throughout the perform the Digital Audio Transmissions of the Licensed Recordings of the Owner of the Rights through digital streaming transmissions in order to listen to audio by subscription containers or in order to promote the sale and distribution of the recording. The owner of the rights will not receive any rights or payment of any kind for the performance of music clips, as this performance aims to promote the sale of the sound recordings of the Owner of the Rights. 1.5 - Portable subscriptions. Rights Holder grants distributor and distributor third party assigns a non-exclusive right and license during the Term of Subsidy throughout the Territory to perform and deliver to the portable subscription services the Digital Audio Transmissions of the Licensed Recordings of the Holder of Rights through digital transmission of content and download in order to listen to audio by consumers of portable subscription. 1.6 - Distribution of works of art. The rights holder grants third party Distributor and Distributor a non-exclusive right and license during the Grant Period throughout the Territory to distribute, display, publish, copy, transfer, convert, encode, integrate, digitally modify and deliver through the Internet any work of art, writings or pictorial supplied by the owner of the rights to distributor and/or distributor of third-party assignments in order to promote the sale of sound recordings. 1.7 - Text. The copyright holder grants distributor and distributor a non-exclusive right and license during the grant period throughout the territory to distribute, display, publish, copy, transfer, convert, encode, integrate, digitally modify and deliver through the Internet all the writings, texts and declarations provided by the Owner of rights to the Distributor and/or Distributor of Third-Party Allocations in order to promote the sale and distribution of sound recordings. 1.8 - Rights reserved. The Holder of Rights reserves all rights and license not expressly granted to the Assignees of Third Parties distributors and distributors. Ownership of licensed recordings and licensed works of art will remain with the rights holder or their licensors. 2. Delivery. The Rights Holder will deliver to Distributor via CD or Digital Audio Transmission (Uploading) the master versions of each Licensed Recording below a reasonable number of articles of the works of art related to their use by the assigned third parties distributors and distributors in relation to the marketing and promotion of licensed recordings; and, a written planning of the names and contact information of the author, composers and music editors of the songs embodied in the Recordings along with any additional copyright information known to Label relating to Licensed Recordings, and a list of credits that Rights Holder contractually required or reasonably wishes to provide in relation to the distribution, exploitation of licensed recordings under. The distributor shall not have the right to modify the Licensed Recordings, unless it can digitize and/or encode the Licensed Recordings in any format now known or hereinafter devised in order to facilitate the exercise of the rights and licenses granted herein. 3. Obligations of the holder of the rights. The Holder of rights must obtain and pay the necessary clarifications and licenses to the Territory for all sound recordings and works of art of the Holder of Rights. The Copyright Holder will be liable and will pay royalties and other income due to artists, authors, co-authors, copyright owners, co-copyright owners, producers and other copyright participants of sales records or other uses of licensed recordings. The Copyright Holder will also be responsible for all mechanical royalties to be paid to publishers and/or authors or co-authors of copyrighted musical compositions reflected in the Licensed Recording based on sales or other uses of Licensed Recording. The Holder of rights will also be responsible for all payments that may be required by virtue of the collective bargaining agreements applicable to the Holder of rights and whichever other royalties, fees, and/or income to be paid by the Holder of rights in relation to the licensed recordings of the owner of the rights, works of art and other materials supplied by the owner of the rights to the allocation of distributors and distributors of third parties. 4. Look and names. The copyright holder grants third party Distributor and Distributor the right to use and to allow others to use the name of the Owner of rights, similarity of artists, groups or bands, company information and biographical material in order to advertise and promote the sale of the recordings licensed during the Grant Period throughout the territory. 5. Territory. The Territory will be the world. 6. Concession period. The concession period will start from the date of this document and will be extended until the Holder of the Rights cancels in writing with DigClique Entertainment or for three (3) years the shortest. In the event that the Holder of Rights appoints fifteen (15) or fewer sound recordings as Licensed Recordings the Grant Period will be two (2) year. In the event that the Holder of Rights designates three (3) or fewer sound recordings as Licensed Recordings the Grant Period will be one (1) year. Distributor will have sixty (60) days after notification of cancellation or expiration of the Deadline to remove all musical content from the Owner of the Rights of the Websites of the and third-party assignees from the Distributor. 7. Renewal Fee. A renewal fee for granting successive conditions to the Rights Holder will be appointed by DigClique Entertainment from time to time. 8. Royalties. Dealer has to pay right seventy per cent (70%) of each and every net income derived from the sale of the digital audio transmissions incamate by The Licensed Recordings. 9. Additional definitions. For this purpose, the following terms will have the following meanings: 9.1. The term Artist will mean any recording artist whose performances are reflected in the Licensed Recordings. 9.2. The term Licensed work of art will mean any work of art, drawings, photographs, coating notes, or other graphic, textual or other graphic works related to Artist or Label, developed or created by or by label for use in relation to the distribution or promotion of Licensed Recordings, and delivered to the Assigned Third Parties distributors and distributors. 9.3. His life. The term Name and/or Similarity will mean the name, voice, photograph, drawing, likeness, biographical material, any and all words, symbols and logos that identify a person or group, and any and all brands, service marks, trade names, or

similar properties, of, related to or associated with a person or group, and any other exercise of the advertising right of, relative or associated with a person or group. 9.4. The term Controlled Compositions will mean any and all musical works reflected in the Licensed Recordings that are written or composed, totally or partially, or owned or controlled, directly or indirectly, by Artist or Label, collectively or individually. 9.5. The term Licensed Recordings will mean licensed recordings, licensed works of art, controlled compositions, the name and/or likeness of the label or any artist acting on licensed recordings, music videos, CDs, albums and any other licensed material for third-party distributors and distributors. 9.6. The term Net Income will entail gross income minus only the following costs and fees in relation to these deliveries, and only to the extent incurred: (a) transaction processing fees, such as credit card transaction fees and other e-commerce treatments, patent royalties or other fees, charged or withheld by unaffiliated third parties in connection with the effect of a transaction or transfer, if any; (b) sales tax, if any; (c) refunds and credits, including, but not yet, those of defective goods, errors in invoicing and errors in transmission, if any; (d) mechanical royalties, if any; (e) public action committees, if any; (f) shipment, if any; (g) union, guild or other third party fees that may be required by contract or the Copyright Act, if any; (h) The costs of any internet promotion, such as banner ads on other websites to promote sound recordings, if any, as long as the costs do not exceed 10% of gross revenue; (i) Fees for referral to the internet, such as fees to be paid to any third party who, through their website, email or other means, means, to us a buyer of copy or record of a recording, if any, provided that these costs do not exceed 15% of the gross income. Net income will not include, and must not be paid rights of the Holder of rights to works with license reproduced, distributed, performed, displayed, transmitted, delivered or transmitted for free or free of charge. 9.7. The term Digital Audio Transmission will mean any digital incarnation of a sound recording. 10. Registration of maintenance and report. 10.1. Distributor undertakes to maintain and preserve accurate books and records relating to all transactions relating to the reproduction and distribution of Licensed Recordings over a period of two (2) years after the completion of this Agreement. 10.2. Distributor will count the royalties to the Holder of Rights in accordance with this Agreement within a period of forty-five (45) days after the end of each calendar quarter (i.e. which will end on 31 March, 30 June, 30 September and 31 December), and will deliver to the Rights Holder a quarterly royalty declaration for each period together with the net amount of the royalties, if any, calculated in accordance with this Agreement, which will be paid after deducting all un-recovered charges in this case. 11. Compensation and limitation of liability. The Holder of the Rights will indemnify and keep the Assigned Third Party distributors and distributors harmless from and against any and all losses, liability, damages, costs or expenses (including reasonable attorney fees and costs) arising from a claim by a third party for breach of any warranty, representation, covenant or obligation of the Holder of Rights under this Agreement, or any claim that any transmission of digital audio, sound recording, printed material or artwork provided to the Distributor and/or Distributor assigned by the Owner of the Rights that uses it infringes or infringes the Holder of rights will reimburse the Assignees of Distributors and/or Distributors the actual payments made in resolution of any liability or claim that is subject to compensation in this section. 12. Editorial law. Distributor reserves an abbreviated right to refuse to distribute any and all sound recordings of Rights Holder for good reason, bad reason, or no reason. 13. Full agreement. This Agreement establishes all the agreement between the Distributor and the Holder of Rights with the subject matter of this matter. No modification, modification, waiver, termination or cancellation of this contract or any other provision of this document will be binding for the Assigned third parties distributors and/or distributors unless confirmed by the written declaration signed by an official the Distributor. No waiver of any provision of this contract or any non-payment of this contract will enforce the rights of the Distributor thereafter to enforce these provisions or any right or remedy in the event of any other non-payment or non-compliance. The Distributor reserves the right to modify, modify, add or unilaterally remove the provisions of this contract by giving a written notification to the Holder of Rights. The Holder of Rights will have thirty (30) days to refuse to be linked by the modification after which the provision will become part of the agreement between Distributor and Holder of Rights without any other action required by any of the parties. 14. Law of Government. This Agreement will be considered to have been made in the State of Tennessee and its validity, construction and effect will be governed by Tennessee State laws. I CERTIFY AS THE HOLDER OF THE RIGHTS THAT I HAVE THE AUTHORITY TO GRANT ALL THE LICENSES CONTAINED HEREIN.

IF YOU ARE UNDER 18 PLEASE HAVE YOUR PARENT OR GUARDIAN AUTHORIZED BELOW:

_____ #
_____ alliberat: # _____

_____ Track # _____ to be released: _____ Track # _____ to be released: _____ Track # _____ to be released: _____ Track # _____ to be released: _____ Track # _____ to be released: _____ Track # _____ to be released: _____ Track # _____ to be released: _____ Name of Picture/ Artwork to be released: _____
MAKE A COPY OF THIS PAGE AND ATTACH FOR MULTIPLE CDs ADDITIONAL TRACKS OR ARTWORK ARTIST BIO Use this page to tell us about the artist. FER UNA CÒPIA D'AQUESTA PÀGINA I ADJUNTAR PER A MULTIPLES ARTISTES ARTISTES

- adverts_modifying_adjectives_worksheet.pdf
- basic_physics_mcqs_with_answers.pdf
- complicaciones_de_anestesia_loca_en_odontologia.pdf
- sublimu.pdf
- ficha_tecnica_caddy_maxi_cargo_2019.pdf
- deviant_ice_machine_manual
- artory_and_cloqara_book.pdf
- saugophon_noten_buelleres.pdf
- medical_safety_data_sheet.pdf
- aquaponics_instructions.pdf
- echo_service_manual.pdf
- microsoft_optical_mouse_3000_driver
- youth_leadership_program_leasimasters.pdf
- organizational_conflict_management.pdf
- supervisory_skills_training_manual.ppt
- metode_penelitian_administrasi_sugiono.pdf
- 88866110410.pdf
- osm_review_manual_2016.pdf
- 7760486902.pdf