

MUSIC LICENSING REPRESENTATION AGREEMENT

Overview

This Music Licensing Representation Agreement consists of the Statement of Purpose, Music Representative Information & Summary of Terms, the Terms & Conditions and associated appendices A and B ("**Agreement**"), and is by and between **Rumblefish Inc.** ("**Rumblefish**") and _____ ("**Music Representative**").

Statement of Purpose

Rumblefish is a music licensing company and sonic branding agency that represents musical works for licensing in a wide variety of contexts, including but not limited to film, television, video games, websites, multimedia, compilation CD's, as well as through its Music Licensing StoreSM online service. Music Representative represents musical works for licensing purposes and wishes for Rumblefish to pursue licensing opportunities.

FOR PURPOSES OF CLARITY, UNDERSTANDING AND THE AVOIDANCE OF DOUBT: MUSIC REPRESENTATIVE (YOU THE SIGNATORY BELOW) IS CONFIRMING THAT MUSIC REPRESENTATIVE (YOU), OWN, CONTROL, ADMINISTER AND/OR HAVE THE AUTHORITY TO AUTHORIZE THE USES OF THE COPYRIGHTS SCHEDULED AND LICENSED TO RUMBLEFISH UNDER THIS AGREEMENT.

In consideration of these premises and the mutual promises contained in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Music Representative Information & Summary of Terms

Music Representative Contact Full Name:	
Music Representative Mailing Address:	
Music Representative Contact Phone:	
Music Representative Contact Email:	
Music Representative Address for Royalty Payments (if different from Mailing Address):	
CONFIRMATION OF AUTHORIZATION	Music Representative confirms, without limitation, the ownership and/or 100% control of all copyrights having to do with the recording and underlying composition licensed under this agreement.
Exclusivity:	Non-exclusive.
Licensed Rights:	All media for all purposes, including synchronization (including but not limited to, television, movies, videogames, etc.) and non-synchronization uses (including but not limited to podcasts, radio broadcast, background music, etc.) as set forth in Section 1(e) of the Agreement.
Royalty:	50% of Gross Revenue, as calculated per Section 5(d) of the Agreement.
Term:	One Year from the below date with automatic, successive one-year renewal terms, per Section 2 of the Agreement.
Territory:	The Universe.

Initial: _____

AGREED and ACCEPTED by:

RUMBLEFISH, Inc:

Sign Name:

Print Name: _____

Title: _____

Address: Rumblefish , Inc. - Catalog

107 SE Washington St., Suite 730

Portland, Oregon 97214

DATE: _____

MUSIC REPRESENTATIVE:

Sign Name:

Signature of Parent or Guardian if Music Representative is Under 18:

Print Name: _____

Title (if any): _____

Address: _____

(All rights holder's sign attached Appendix A)

DATE: _____

****PLEASE INITIAL EACH PAGE ON INITIAL LINE****

Initial: _____

MUSIC LICENSING REPRESENTATION AGREEMENT

TERMS & CONDITIONS

1. AUTHORIZATION TO REPRESENT AND LICENSE MUSIC REPRESENTATIVE'S MUSICAL WORKS

Music Representative grants Rumblefish the non-exclusive right to **Represent** Music Representative for the purpose of issuing **Licenses** for all Music Representative's **Musical Works**, listed in Appendix B of this Agreement throughout the **Territory**.

- a. **Rights Holder(s)** are all parties who own, control, administer, and/or represent in whole or in part any portion of Musical Works.
- b. **Musical Work(s)** mean the sound recordings and the underlying musical compositions that the Music Representative owns, controls, represents or administers and are authorized to provide to Rumblefish. The Musical Work(s), listed in Appendix B are those submitted to Rumblefish in connection with this Agreement.
- c. **Musical Work(s)** also include all photographs and likenesses of the recording artist, Rights Holders, and songwriter(s), all musical, artistic and literary material (including liner notes, song titles and other metadata), and all other intellectual property connected with the Musical Work(s), including associated names and logos.
- d. **Represent** means to copy, distribute, market and promote use of the Musical Work(s) and services to the general public, and to offer for license to others and license to third parties the Musical Work (s) listed in Appendix B.
- e. **Licenses** are contracts issued by Rumblefish permitting third parties to use Musical Works for any purpose now known or hereafter devised including, but not limited to: synchronization, videograms, mechanical, Internet performance, small performance, Internet multimedia reproduction, podcasts, videoblogs, streaming webcast, transmissions, digital downloads, video games, multimedia applications, mobisodes, ringtones, sampling, promotions, lyric reprints, and the privilege to make a musical arrangement to the extent necessary without changing the basic melody, fundamental character or the lyrics of the composition, which will not be considered a "derivative work" by law.
- f. **Pre-Cleared or Pre-Clearances** mean all copyrights in the sound recordings, including the underlying compositions, are authorized by Music Representative for Licensing to, for and by Rumblefish under the terms of this Agreement AND THAT MUSIC REPRESENTATIVE OWNS, CONTROLS, ADMINISTERS AND/OR HAS THE AUTHORITY TO AUTHORIZE THE USES OF THE COPYRIGHTS SCHEDULED AND LICENSED TO RUMBLEFISH UNDER THIS AGREEMENT.
- g. **Territory** is the Universe.
- h. The **Music Licensing Storesm** is the online music licensing operation located at www.musiclicensingstore.com, www.rumblefish.com, or other web addresses controlled by Rumblefish.

2. TERM OF AGREEMENT

- a. The initial term of this Agreement is for one year from the above date. The term will be renewed automatically for successive one-year terms.

3. TERMINATION OF AGREEMENT

- a. After the initial term, Music Representative may choose to terminate this Agreement without cause with 90 days written notice; the result of which will be the termination of this Agreement at the end of the 90-day notice period. Rumblefish may terminate this Agreement, with or without cause, at any time during the term.

4. MUSICAL (S) OWNERSHIP WARRANTY

- a. Music Representative warrants and represents that all Musical Works scheduled under this agreement are Pre-Cleared for licensing to and by Rumblefish.
- b. Music Representative warrants and represents that for each Musical Work, Music Representative owns, controls, administers and/or represents 100% of all copyrights in the Musical Work(s) that are subject to this Agreement, and that **NO SAMPLES, COVERS, QUOTES, OR ANY PART OF ANOTHER'S COPYRIGHT ARE USED WITHOUT WRITTEN PERMISSION FROM ALL NECESSARY RIGHTS HOLDERS** for any use, including uses listed in 1(e) above.
- c. Music Representative warrants and represents that Music Representative, nor any entity or person represented by Music Representative, is bound by any agreement that prevents Music Representative from entering into this Agreement.
- d. Music Representative is responsible for notifying Rumblefish in writing in the event Music Representative no longer represents 100% of the rights of Musical Work(s) and/or enters into any conflicting agreement.

Initial: _____

5. **ACCOUNTING AND PAYMENTS**

- a. Music Representative warrants that it is the primary contact for all Rights Holders and is authorized to collect all monies pursuant to this Agreement, on behalf of all Rights Holders who own, control, administer, and/or represent in whole or in part any portion of Music Works listed in Appendix B.
- b. By Appendix A or otherwise, Music Representative has obtained Rights Holder(s) authorization to collect all monies pursuant to this Agreement.
- c. Rumblefish will pay Music Representative 50% of the **gross revenues** derived from all licensing agreements obtained by Rumblefish for the Musical Work(s) in consideration of the rights and authority granted Rumblefish in this Agreement.
- d. **Gross revenues** are defined as all music license fees actually received by Rumblefish or credited to Rumblefish accounts for license agreements made by Rumblefish for use of Musical Work(s).
- e. The amounts payable to Music Representative will be paid within 45 days after the end of each calendar quarter (March 31, June 30, September 30, and December 31). All fees will be payable in U.S. dollars.
- f. All payments and notices will be made USPS at the last address noted in Music Representative Information & Summary of Terms above. All returned mail will be held until a current address is received by Rumblefish.

6. **CONTENT DELIVERY, MARKETING & PROMOTION**

- a. Music Representative agrees to deliver the Musical Works and all associated metadata in accordance with Rumblefish's desired formats and requests.
- b. Music Representative will make reasonable efforts to promote generally, its association with Rumblefish and the availability of its Music Works in the Rumblefish Music Licensing Storesm online service.

7. **MISCELLANEOUS**

- a. Music Representative will defend, indemnify and hold harmless Rumblefish from and against any and all liabilities and will pay all costs, including reasonable attorney's fees, with respect to any representation or infringement by Music Representative regarding any Musical Work or breach of any warranty by Music Representative. Rumblefish will defend, indemnify and hold harmless Music Representative from and against any and all liabilities and will pay all costs, including reasonable attorney's fees, with respect to any violation of law determined by a court of competent jurisdiction or infringement of third party rights by Rumblefish.
- b. If either party breaches any term or condition of this Agreement, the breaching party will have 90 days to cure such breach after the first day of written notice from the non-breaching party. If after 90 days, the breach has not been cured or a resolution has not been made, the non-breaching party may submit the dispute to mediation or terminate the Agreement.
- c. Rumblefish reserves the right to refuse or cease representing the Musical Works of Music Representative and/or any Rights Holder at any time for any reason whatsoever.
- d. This Agreement is governed by the laws of the State of Oregon, United States of America. All disputes arising hereunder will be submitted to mediation, to be conducted in the Portland, Oregon metropolitan area, in accordance with the rules of the American Arbitration Association.
- e. Rumblefish will not be liable for indirect, incidental, special, punitive, statutory or consequential damages, even if advised of the possibility thereof, in connection with any breach of this Agreement.
- f. This Agreement and all rights and obligations hereunder will be binding upon the successors, licensees and assigns of each party.
- g. This Agreement may not be assigned by Music Representative, by operation of law or otherwise, without the prior written consent of Rumblefish, and such consent shall not be unreasonably withheld.
- h. Should any part of this Agreement be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect.
 - (i) Should any of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against any party hereunder, but rather by construing the terms hereof fairly and reasonably in accordance with the generally accepted meaning of such terms.
- i. The parties agree that this Agreement is the complete and exclusive statement thereof between the parties. This Agreement may not be modified or altered except in writing signed by both parties.

Initial: _____

APPENDIX A: ARTIST RIGHTS HOLDERS

***Including Music Representative if he/she has any rights to songs in Appendix B. The group of rights holders associated with the songs in Appendix B is agreeing on a single individual or entity, the Music Representative, to represent them and collect monies from Rumblefish.**

Sign Name: _____

Print Name: _____

Select one, either:

- Publisher: _____
or
- Self Published

PRO (if any): _____

Email: _____

Date: _____

Sign Name: _____

Print Name: _____

Select one, either:

- Publisher: _____
or
- Self Published

PRO (if any): _____

Email: _____

Date: _____

Sign Name: _____

Print Name: _____

Select one, either:

- Publisher: _____
or
- Self Published

PRO (if any): _____

Email: _____

Date: _____

Sign Name: _____

Print Name: _____

Select one, either:

- Publisher: _____
or
- Self Published

PRO (if any): _____

Email: _____

Date: _____

Sign Name: _____

Print Name: _____

Select one, either:

- Publisher: _____
or
- Self Published

PRO (if any): _____

Email: _____

Date: _____

Sign Name: _____

Print Name: _____

Select one, either:

- Publisher: _____
or
- Self Published

PRO (if any): _____

Email: _____

Date: _____

Sign Name: _____

Print Name: _____

Select one, either:

- Publisher: _____
or
- Self Published

PRO (if any): _____

Email: _____

Date: _____

Sign Name: _____

Print Name: _____

Select one, either:

- Publisher: _____
or
- Self Published

PRO (if any): _____

Email: _____

Date: _____

Initial: _____

