



Audiomoves

AGREEMENT FOR DIGITAL DOWNLOAD RIGHTS

This contract is an agreement allowing **Audiomoves** the exclusive rights to digitally distribute work by the artist.

In return the artist will receive a 50% share of net profits obtained through the sale of their music.

The artist agrees to indemnify and hold **Audiomoves** harmless from and against any and all liability, loss, damage, cost or expense.

For example, **Audiomoves** will not be held accountable if it is found that the artist has used uncleared samples whose rights belong to another person or organisation.

This agreement is made between:

- (1) **ARTIST NAME:**
- (2) **REAL NAME:** (and here in referred to as the licensor)
- (3) **ADDRESS:**
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.....
.....

&

- (4) **Audiomoves (a firm) of David Newman** (and from hereon in referred to as the "Licensee")

of

39 Tom Lane
 Sheffield
 S10 3PA
 UK
contact@audiomoves.com
 07919913237

Recordings covered by this contract are all tracks contained on the album:

ALBUM NAME HERE:

1. DEFINITIONS

In this agreement these terms are defined as follows:

“the Act”	Copyright, Designs and Patents Act 1988 (and any statutory modifications or re-enactment)
“Album”	Masters with a playing time equivalent to one CD length album
“Mp3 material”	Masters and mp3 tracks or samples made available for download from the website
“Artist”	Whose recording(s) are the subject of this agreement
“Masters”	Finished master tape or digital recordings suitable for use a digital file format (e.g., mp3) to the web site
“Parties”	Any business organisation, company or individual who has an interest in the album
“Record”	Any contrivance now known or subsequently invented by which Recordings may be reproduced for exploitation in all media (including but not limited to all types of mp3’s, ogg, wav, and other digital medias) whether embodying sound alone or by which both picture and sound can be played back simultaneously
“Recording(s)”	The original sound recording(s) set out in part 1 of the Schedule
“Rights”	The rights granted and assigned as set out in clause 3
“Schedule”	The schedule which forms an integral part of and is annexed to this agreement
“Term”	The period set out in clause 2
“Territory”	The World
“Website”	http://www.audiomoves.com.com

2. TERM

The Term of this agreement shall be for 10 years from the date of this signed contract.

3. GRANT OF RIGHTS

Licensor grants to Licensee by way of licence free of all encumbrances the following rights (the “Rights”) which may only be exercised in Territory:

- (a) The exclusive right to distribute and sell Records reproducing the MP3 material.
 - (b) Subject to the interest of the appropriate performing rights society the exclusive right to authorise public performances of Records.
 - (c) The exclusive right in all media to advertise publicise and exploit Records.
 - (d) The right to use Artist’s name(s) likeness and biographic material for all purposes of this agreement.
 - (e) The right to use artwork and promotional material as may be supplied by Licensor.
 - (f) The right to engage third parties to distribute and/or publicise Records.
 - (g) The right to sub-licence the exploitation of the Recording(s).
 - (h) The right in agreement with the artist to place music in radio, TV, film, multi-media settings. Publishing incomes will be divided as follows: Deals obtained by the label will result in an income allocation of 50% to the artist and 50% to the label.
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4. LICENSOR’S WARRANTIES AND UNDERTAKINGS

Licensor warrants to Licensee that:

- (a) Licensor owns or controls sufficient rights in Recording(s) to grant the Rights.
- (b) Underlying musical material comprising Recording(s) will be available to Licensee for use in the manufacture of Records on standard terms and conditions for licensing copyright material.
- (c) There are no subsisting licences granted by the Licensor to third parties for exclusive exploitation of Recording(s) in Territory nor will such an exclusive licence be granted by Licensor during Term.
- (d) There are no outstanding claims known to Licensor which could affect the Rights.
- (e) Licensor has full power and authority to enter into this agreement.

- (f) Licensor has obtained such consents as may be necessary to enable Licensee to exploit Rights including the consents of all those who contributed to the production and making of the Record(s) to exploit their performances in all ways provided for by this agreement.
- (g) Recording(s) are copyright for all purposes defined in the Act.
- (h) Exploitation of the Recording(s) will not be for obscene nor defamatory of any person nor infringe moral rights of any person; for this purpose the term "moral rights" shall include those rights subject of Chapter IV of part I of the Act any other similar "droit moral" arising in Territory.
- (i) None of the material included in the Recording(s) is or will be sampled but to the extent that any such material is sampled by the Licensor will obtain at its cost and expense all and any necessary releases and consents to enable Licensee to fully exploit any such sampled material

5. LICENSEE'S WARRANTIES AND UNDERTAKINGS

Licensee warrants to Licensee that:

- (a) Licensee shall endeavour to exploit Recording(s) to maximise the income for both Licensor and Licensee.
- (b) Licensee shall not incur nor hold himself out as authorised to incur any liability on behalf of Licensor.
- (c) Licensee shall immediately notify Licensor of any infringement by any third part of the Rights in Territory of which Licensee becomes aware and Licensee shall take action, including legal proceedings where appropriate to which Licensor will, wherever necessary, be part and Licensee shall account to Licensor for one half of net monies recovered (if any) as a consequence of such action or proceedings after deducting all of its legal fees incurred in relation thereto.

6. DELIVERY OF MATERIALS

Licensor shall deliver to Licensee:

- (a) Masters of all Recording(s) together with replacement Masters from time to time as Licensee may reasonably request.
- (b) Label copy and a list of appropriate credits.
- (c) Such further or other materials as Licensee may reasonably require.

7. CONSIDERATION

In consideration of Licensor granting the Rights Licensee shall make payments of royalties to Licensor being the amount set out at paragraph 1 or part 2 of the Schedule ("Royalties").

8. ACCOUNTING OBLIGATIONS

- (a) Licensee will deliver to Licensor a financial statement setting out details of Licensor's account within 90 days of 31st December in each year accompanied by payment of any sums due to Licensor.
- (b) The procedures set out at paragraph 2 of part 2 of the Schedule shall apply to the computation of payments due to Licensee.

9. TERMINATION

- (a) No breach of this agreement shall be considered as material unless notified in writing, the party in breach being thereby given 30 days to remedy such breach in default of which the party serving the notice may terminate this agreement immediately.

10. INDEMNITY

The parties shall each indemnify the other against breaches of this agreement.

PART 2 (Payments)

1. ROYALTIES & PUBLISHING INCOMES

- (a) Licensor's Royalties shall be computed by dividing 50% of the total Net Profits as defined below by the total number of recordings including Recording(s) comprising the Mp3 material.
- (b) For the purpose of computing the amounts to be paid to Licensor "Net Profits" shall mean the total of all monies, fees, royalties and advances ("Gross Income") actually received by Company derived from exploitation of Recording(s) after deduction of:
 - i. The total cost to Licensee of originating, mastering, manufacturing, packaging, marketing, promoting, advertising and distributing Records.
 - ii. All legal and accounting fees of and occasioned by the negotiation and conduct of all and any licensing and distribution arrangements made with third parties for exploitation of Recording(s) to include (but not limited to) audit costs and all costs incurred in litigating any matter arising from such exploitation by third parties.
- (c) All payments made hereunder are inclusive of equitable remuneration in respect of rental, lending, satellite and cable re-transmission rights.
- (d) No Royalties shall be paid on Records given away in reasonable numbers and consistent with industry practice for promotional purposes or on records sold as deletions or cuts outs.
- (e) Licensee may make reasonable reserves against returned records.

2. ACCOUNTING PROCEDURES

For the purposes of computing amounts payable to Licensor:

- (a) Where payments are derived from overseas exploitation of Recording(s):
 - i. Foreign currency shall be converted within seven days of the date of receipt of payments by Licensee from its overseas licensees and distributors.
 - ii. Payments to Licensor shall be subject to the deduction of any withholding tax that may be retained by such overseas licensees and distributors.
 - iii. Licensee shall be under no obligation to make payment to Licensor until Licensee has received payment from its overseas licensee and/or distributor.
- (b) VAT or any other sales or similar tax shall be deducted and/or payable on all sums referred to in this agreement subject to the provisions of the appropriate VAT or other invoice.
- (c) Payments to Licensor shall be subject to the deduction of any withholding tax that may be retained by such overseas licensees and distributors.
- (d) Licensee shall keep full and complete books of account of its exploitation of Recording(s) which Licensor may at its own expense inspect (either alone or by way of its appointed representative) once in each year on giving at least 14 days prior Notice in writing and if any inspection reveals an underpayment to licensor of ten per cent (10%) or more then Licensee shall pay the reasonable costs of the inspection.

Please sign & date the following:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Licensor (Artist): _____

Printed Name: _____

Date: _____

Licensee: David Newman of **Audiomoves**

Printed Name: _____

Date: _____