

The following agreement is a release form which allows BLACK PRETZEL to replicate, produce, promote, and sell, at BLACK PRETZELS discretion, the audio recording listed below in Compact Disc Recordable (CDR) format. It also defines the terms of payment BLACK PRETZEL shall make to the recording's owner(s) in return for the same. You must be at least 18 years of age to enter into this agreement.

This agreement pertains to the recording:

[title of recording] _____, by

[recording name of band or artist]

_____, hereafter referred to as "this recording." The copyright holder(s) of this recording is(are) [List all persons who hold copyrights to any portion(s) of this recording -if needed, add more lines to this form using a text editor]

_____, hereafter referred to as "this party."

This party hereby grants BLACK PRETZEL the following non-exclusive rights of use for this recording:

1. To reproduce this recording in CDR format and make said copies available for sale to the public and re-sellers, and to distribute this recording for promotional purposes. BLACK PRETZEL will pay this party a sum of \$3 (U.S.) for each copy of this recording sold direct to the public and \$1 (U.S.) for each copy sold to re-sellers. No payments or royalties will be received by this party for distributed promotional copies.
2. To reproduce and include one track from this recording, of BLACK PRETZELS choosing, on a compilation CDR. No payments or royalties will be received by this party for the sale and/or distribution of this compilation CDR.
3. To reproduce and make freely available to the public mp3 samples of each track on this recording. No sample mp3 recordings shall exceed one minute in duration. No payments or royalties shall be received by this party for the creation and distribution of sample mp3s.
4. To reproduce in mp3 format and make freely available one (NOTE: you may specify a higher number here ____ if you wish.) entire track(s) from this recording, of BLACK PRETZELS choosing. No payments or royalties shall be received by this party for the creation and distribution of said mp3(s).
5. To reproduce in the required format(s) and include any and all tracks from this recording, in any sequence, quantity, or grouping, as part of an internet streaming audio performance or pre-programmed play list, royalty free. BLACK PRETZEL is also hereby granted the right to grant these rights to third parties in this party's name. In the event this party wishes to withdraw these rights, this party will be responsible for locating and notifying any third parties involved.
6. In the event that any member or members of this party wish to withdraw from this contract they may contact BLACK PRETZEL directly via e-mail or post. All works will be removed within 7 to 14 working days from the time notification has been received by BLACK PRETZEL. Any copies of this recording in circulation through third parties, such as re-sellers, etc., shall remain available at said third party's discretion. BLACK PRETZEL reserves the right to terminate this agreement at any time.

7. This party guarantees all material on this recording is legally fit for sale, as is. In the event this recording proves not to be legally fit for sale, this party shall be responsible for any and all legal fees, fines, or other damages and costs incurred by BLACK PRETZEL as a result.

Being of sound mind and free of duress, I have read and understood the terms of this release and hereby willingly enter into this legally binding agreement.

Date: ____ / ____ / 2006

(All copyright holders must sign here. Add as many "Name" and "Signature" lines as required. You must be eighteen years or older to enter into this agreement.)

Name: _____

Signature: _____