

BLACK PRETZEL mp3 EP / Release v1

The following agreement is a release form which allows BLACK PRETZEL to replicate, promote, and make freely available, at BLACK PRETZELS discretion, the audio recording listed below in mp3 format. 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 mp3 format and make said mp3s available to the public for no less than 6 months, after which time BLACK PRETZEL reserves the right to charge a nominal subscription fee to the public for access to archived mp3 EPs. After 6 months this party may request that this recording be removed from the site rather than being archived. All active BLACK PRETZEL artists are granted free access to the mp3 EP archives.
2. To reproduce in mp3 format and make freely available via any third party On-line Music Distributors (OMD) one track from this recording, of BLACK PRETZELS choosing, for 6 a month period.
3. 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 after the initial 6 month period, this party will be responsible for locating and notifying any third parties involved.
4. 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, and/or other damages and costs incurred by BLACK PRETZEL as a result.
5. This party shall not be financially reimbursed by BLACK PRETZEL for any mp3 encoding, replication, distribution, dissemination, and/or performance of any of the materials on this recording.
6. BLACK PRETZEL reserves the right to terminate this agreement at any time.

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: _____