



EXCLUSIVE MUSIC PUBLISHING AND DISTRIBUTION AGREEMENT

Agreement to Publish and Distribute

This Contract is entered into by and between **Decent Hill Publishers, LLC**, doing business as **Decent Hill Music**, in the state of Ohio (hereafter known as the Publisher) and the **Artist** or his/her Representative (hereafter known as the Artist) concerning an album or single presented for publication by the Artist (hereafter referred to as the Work).

AGREEMENTS

The parties agree as follows:

1. **License.** You hereby grant Decent Hill Music and all its affiliates and subsidiaries worldwide license (the "License") to:
 - (a) Manufacture and distribute copies of your Recordings in a Compact Disc digital audio format (audio CD – replicated, duplicated, and pressed; CD-R, and all other formats), through all our physical and digital sales and distribution channels, including radio broadcasting and airplay, and online audio streaming.
 - (b) make copies of the Recordings sent to us either through direct upload onto our website or by sending us an audio CD, and any other recordings which you and we may agree to include in this agreement in the future (collectively, the "Recordings") to assist in the marketing and distribution of the Recordings online and through all our distribution channels;
 - (c) allow our customers and potential customers to purchase, download and stream all or part of the Recordings online;
 - (d) allow our paying customers and potential paying customers to make copies of the streamed and downloaded Recordings onto their computers, CDs, DVDs, mp3 players and other digital and electronic formats and devices for their personal use;
 - (e) Enter into negotiations on behalf of the Artist with movie and film studios, theaters, cinema, TV and motion picture producers, etc., about use of any or all parts of the Recordings in the Work. All proceeds and profits from the use of the Work in this regard shall be split 50/50 between Artist and Publisher.

2. **Delivery.** Upon execution of this agreement, Artist will deliver to us a copy of the current Recordings in either of 2 ways:
 - a. mp3 format, according to the specifications we have set on our website. The mp3 files are to be uploaded onto our website using the appropriate online upload form available on our website at www.DecentHill.com.
 - b. A copy of the final-mastered, studio quality CD to our processing address below:

Decent Hill Music, LLC
Attn: Distribution – 2A
PO Box 18767
Cleveland, OH 44118

3. **Review.** The Recordings will be reviewed by us or by a third party selected by us in order to check that the Recordings:
- Meet our business and corporate standards.
 - Are not offensive, derogatory or otherwise objectionable.
 - Otherwise meet our content and quality standards.

We will notify you in writing or by email if any of the Recordings do not meet those standards. You will be informed if such recordings need to be modified in order to meet our guidelines, or if they will be removed from the current contract.

4. **Prices.** We have exclusive right to set and vary the retail prices for all music formats, including physical audio CDs, downloadable mp3 files, downloadable iTunes files, streamed music, and all other formats covered by this agreement. We can set and vary the retail price at our sole discretion and without your approval.
5. **Compensation.** For each unit of the Work sold, Publisher agrees to pay Artist a royalty as a percentage of net profits from all sales of Artist's Works according to the scale below:

CD Retail

<i>Sales Channel</i>	<i>Artist Royalties</i>
Online Sales (Amazon.com etc.)	10%
Expanded Sales (Music stores etc.)	10%
Decent Hill Direct CD Sales	10%

Digital Music / mp3 Downloads / Online Streaming / Broadcasting

<i>Sales Channel</i>	<i>Artist Royalties</i>
Amazon mp3 Downloads	15%
Apple iTunes Downloads	15%
All Online Streaming Services	15%
Broadcasting, radio airplay	15%

- Retail price is defined as the price charged the customer - whether at introductory or full price levels. Net receipts are what remain after production and distribution costs, including industry trade discounts, are subtracted from the retail price. Unit refers to either an individually downloaded song or an album, regardless of format.
- No royalties shall be paid on preview copies distributed for advertising, reviews, promotional or other marketing purposes, or on copies sold at cost or below, or provided free to the Artist for the Artist's personal use. No royalties shall be paid for units used for promotional purposes. No royalties are paid on any units sold directly to the Artist or the Artist's representatives.
- Royalties shall be calculated and paid no later than the thirtieth (30th) of the month following the end of each calendar month for sales during that

month, except that if the royalty amount owed Artist is less than twenty five dollars (\$25), then it shall be accrued forward until such time as the royalty owed Artist equals or exceeds twenty five dollars (\$25).

- All royalty payments are made through PayPal or by check. Artist agrees to setup a personal or business PayPal account upon execution of this contract.
 - All sales, including number of units sold, sales channels, production and distribution costs, etc., are detailed in the monthly statement sent to the Author at the end of every month.
 - Artist agrees to supply publisher with his or her tax information, including a tax identification number (employer tax ID or social security number), to facilitate all IRS tax reporting purposes as required by law. Artist understands and agrees that no royalties shall be paid until the Artist's tax information is received, either electronically or by mail, by the publisher.
6. **Samples.** We may allow customers and potential customers to download or stream free samples of your music. Typically such samples will be approximately 30 seconds long, but may be longer (and may include entire songs). We may also place such samples on CDs or other media which we distribute for free as part of promotions for your Recordings and the recordings of other artists.
7. **Non guaranties.** We do not represent, warrant or guarantee that we will market your Recordings or generate any revenues from publishing, marketing, and distribution of your Recordings. Your sole remedy for our failure to do so is to terminate the License as described in this agreement.
8. **Promotion.** You agree that we may use your name, photograph and likeness in any media to promote the Recordings. We may also use the Recordings themselves (or excerpts thereof) for the same purpose.
9. **Term.** The License granted by the Artist to the Publisher herein shall remain in effect indefinitely, unless terminated by either party with a ninety (90) day written notice, to be delivered by registered mail or other courier delivery service for which a signature is required. All rights granted to Publisher shall revert to Artist at the time of such termination and Publisher shall make final royalty payments (if any) within sixty (60) days of such termination. Publisher shall make good-faith efforts to end all distribution agreements during this period and, in any event, terminate such agreements for distribution of Artist's work as quickly as feasible. Customer rights to access already purchased Recordings shall continue indefinitely, however.
- a. In case of termination of this Contract by Artist within 25 years from the contract signing date, Publisher will charge a contract termination fee equal to or greater than fifteen thousand dollars (\$15,000 USD) to cover the costs associated with CD design, manufacture, and production, warehouse storage and logistics, publishing and distribution fees, and other associated publishing costs.

- b. Upon termination, the Recordings will be permanently delisted from their assigned UPC codes and other unique product codes and from all product and asset tracking databases.
10. **Review.** At any time during a calendar quarter, Artist may request an accounting of the amounts of Royalties owed or paid to you or your representative for any calendar or fiscal pay period.
11. **Your Representations and Warranties.** You represent and warrant to us that:
- (a) you solely own the copyright and all other proprietary rights in the Recordings;
 - (b) you have the power and capacity to grant the License to us;
 - (c) you have not previously assigned or licensed any rights described in the License to any third party;
 - (d) no third party has any rights in the Recordings which would conflict with any of the rights granted to us in the License; our processing of the Recordings as permitted by the License will not violate or infringe the copyright or other proprietary rights of any third party;

The representations and warranties set forth above are true now and will be true in the future.

- **Indemnity.** You will indemnify and hold harmless Decent Hill Publishers, LLC and its directors, officers, employees, representatives, licensees and customers (the “Indemnified Parties”) from all losses, damages, costs and expenses (including attorney’s fees) claimed against or incurred by any of the Indemnified Parties in connection with any claim by a third party arising from a breach of any of your obligations or the untruthfulness of any of your representations or warranties under this Agreement.
- **Modifications.** We may make changes to this Agreement upon 30 days’ written notice to you, advising of the change and the effective date thereof. Such changes will be effective if you do not notify us that you object within 30 days. If you do provide notice to us of objection, then we may either continue processing the Recordings under the terms of this Agreement without such change or elect to discontinue processing the Recordings.
- **General. Waiver:** No waiver, delay, or failure to act by us regarding any particular default or omission by you will prejudice or impair any of our rights or remedies regarding that or any subsequent default or omission that are not expressly waived in writing.
- **Governing law:** This Contract shall be governed exclusively by and construed according to the laws of the state of Ohio, without giving effect to conflicts of law principles. Any legal action related to the terms of or obligations arising under this Contract shall be brought in the District court of Cuyahoga County, State of Ohio and all parties hereby consent to the personal jurisdiction of such court.

- **Arbitration:** Any controversy or claim arising out of this Contract or the breach thereof shall be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association and judgment upon the award may be entered in the highest court of the forum, State or Federal, having jurisdiction.
- **Entire contract:** This written Contract contains the sole and entire Agreement between the parties and shall supercede any and all other prior agreements between the parties. This Agreement may not be modified or amended except in writing signed by the party against whom such modification or amendment is to be enforced. By signing the following and submitting the required materials, the Artist agrees to be bound by the terms and conditions of this Agreement.

END OF CONTRACT