



# TERMS AND CONDITIONS

## MUSIC STRAIGHT OFF THE STREETS.com

### PROMOTIONAL RELEASE AND ADVERTISING AGREEMENT



Thank you for your interest in the Music Straight Off the Streets Internet Radio Program (MSOTS) and joining one of the finest Radio clubs in the United States. Your electronic signature and payment constitutes your agreement and consent of these terms and conditions for promotional release and advertising on MusicStraightOffTheStreet.com. The submission of payment authorizes MusicStraightOffTheStreet.com to advertise and promote your work submitted to MusicStraightOffTheStreet.com for an agreed upon period not to exceed three (3) weeks for a one-time payment of \$25.00.

#### **THE MUSIC, WORK, AND OTHER DOCUMENTS THAT YOU PROVIDE TO MUSIC STRAIGHT OFF THE STREETS.COM AT THIS OR ANY FUTURE TIME ARE ACCEPTED BY MUSICSTRAIGHTOFFTHESTREETS.COM ONLY ON YOUR ACCEPTANCE OF THE FOLLOWING CONDITIONS:**

1. Upon MusicStraightOffTheStreets.com's acceptance, the music, picture, headshot, bio, etc. ("Works") will be made available on MusicStraightOffTheStreets.com's website to MusicStraightOffTheStreet.com's public audience for the purpose of advertising; it is understood and agreed that these listeners are third party beneficiaries of this Agreement.
2. Applicant represents and warrants that he/she/they is/are the author of the Work, and if not the author, has all necessary legal and equitable rights to the Work.
3. I give MusicStraightOffTheStreet.com permission/rights to advertise and promote me as an artist and I acknowledge that I am 18 years or older.
4. MusicStraightOffTheStreet.com will not act as agent and or manager or management for artist, No promises of deal or deals have been promised, implied, agreed upon or discussed. If someone is interested in artist, they must gain permission from artist or artist representation. Artist has right to pull (Works) at anytime but, after 3 days there will be no refund. This contract does not contain a "Tie-In" Arrangement
5. All factual assertions that you have made and will make to MusicStraightOffTheStreets.com are true and complete;
6. You are the artist and of the age of majority and have full and complete right to agree to the terms contained in this Agreement;
7. Signing the application does not bind the Applicant or MusicStraightOffTheStreet.com. But it is understood and agreed that the information contained herein shall be the basis of the agreement, if MusicStraightOffTheStreet.com advertises/promotes the artist's music. If any of the above information is found to be fraudulent, or in such a way as to conceal or misrepresent any material fact or circumstances concerning this promotion of the subject thereof, the entire agreement shall be void.
8. Applicant has retained at least one copy of the work, as MusicStraightOffTheStreet.com will not be responsible for any loss or destruction of the materials submitted to it. Applicant understands that it is his/her sole responsibility to protect the Work. In order to place anything on our website it must be registered. It should be filed or registered with a Guild, Copyright Office, and/or other music protection organizations that are available around the world. MusicStraightOffTheStreet.com may, at its sole discretion, change the format and display of the Works on its website, and may discontinue the availability of the Work on its website at any time for any reason.
9. Applicant, who attests that he/she is eighteen (18) years of age or older, has submitted the Work voluntarily and not in confidence. Applicant understands and agrees that no confidential relationship between Applicant and the author of the Work if not Applicant, and Music Straight Off The Streets.com and/or its Subscribers is being created by this Agreement or by Applicant's submission of the Work.
10. Applicant represents and warrants to MusicStraightOffTheStreet.com and its listeners that the Work to be submitted hereunder is original and that the Work will not contain defamatory or unlawful matter and will in no way infringe upon the copyright or violate the proprietary rights of any person whomsoever. The Applicant agrees to indemnify and hold Music Straight Off The Streets.com, advertisers, sponsors and its Subscribers harmless from any suit, demand, or claim made against MusicStraightOffTheStreet.com and/or its Subscribers by reason of any defamatory right, and the Applicant further agrees to pay any judgment or reasonable settlement offer resulting from any such suit, demand, or claim, and to pay any reasonable attorneys' fees incurred by Music Straight Off The Streets.com and/or its Subscribers in defending against such suit, demand, or claim.
11. No obligation of any kind is assumed or may be implied against MusicStraightOffTheStreet.com and/or its listeners', either as a result of this Agreement, or Applicant's submission of the Work. It is understood that MusicStraightOffTheStreet.com and its listeners have access to and/or may create or have created other clients that may have similar Works with the same title, theme, idea, plot, format or other respects. Applicant will not be entitled to any compensation or consideration because of the use of any such similar material that may have been independently created by a listener or may have come to MusicStraightOffTheStreet.com or any independent source.



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**12.** MusicStraightOffTheStreet.com does not itself develop or purchase written material, and exists for the sole purpose of facilitating introduction and interaction between artist and listeners interested in developing written material or artist. MusicStraightOffTheStreet.com does not attest to or guarantee the validity to artist.

**13.** Advertising, sponsorship, commissions and other revenue opportunities. You acknowledge that you will not receive any compensation from MusicStraightOffTheStreet.com and understand that MusicStraightOffTheStreets.com may: (a) serve banner advertisements, audio advertisements and other forms of advertisements and promotions, in connection with our radio programs; (b) derive sponsorship revenue, commissions, syndication fees, and other forms of revenue based on or in connection with our internet radio programs; (c) include your user name and descriptions of internet radio station in our line-up on the site and in promotions associated with the Site; and (d) in cases where our programs are performed via an audio player that has the ability to display visual material, serve MusicStraightOffTheStreets.com visual material simultaneously with the delivery of our internet radio programs to the extent permitted by law. You agree not to block, delete or otherwise interfere with MusicStraightOffTheStreets.com's ability to serve advertising or display content, or related to, the Site and/or our Internet Radio Programs. You agree that MusicStraightOffTheStreets.com has the right to place and conduct all advertisements, sponsorships and promotions, and collect all forms of commissions and other revenue, without compensation to you of any kind. The timing, frequency, placement and extent of advertising, sponsorships and promotions by MusicStraightOffTheStreets.com in connection with our Internet Radio Programs is subject to change and shall be determined by MusicStraightOffTheStreets.com at its sole discretion. You agree that you may not incorporate any advertising, or conduct any other paid sponsorship or promotional activities of any kind or nature, in or in connection with our Internet Radio Programs.

**14.** Except as otherwise provided in this Agreement, Applicant hereby releases MusicStraightOffTheStreet.com from any and all claims, demands and liabilities that may arise in relation to the Work, or by reason or any claim now or hereafter made by Applicant that MusicStraightOffTheStreet.com or any Subscriber has used or appropriated the Work. IN NO EVENT SHALL MusicStraightOffTheStreet.com OR ITS SUBSCRIBERS BE RESPONSIBLE OR LIABLE TO APPLICANT FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR REVENUES OF APPLICANT, EVEN IF MUSICSTRAIGHTOFFTHESTREET.COM OR ITS SUBSCRIBERS HAVE BEEN ADVISED OF THIS POSSIBILITY OF SUCH DAMAGE. The extent of MusicStraightOffTheStreet.com's liability, if any, should otherwise be determined, shall be the amount of any sums paid MusicStraightOffTheStreet.com by Applicant.

**15.** All the terms and conditions of MusicStraightOffTheStreet.com's Disclaimer Web Page are hereby incorporated into this Submission Release Agreement as if recited herein in full.

MusicStraightOffTheStreet.com reserves the right to remove any Work from its website, with or without cause, with or without notice. If without cause, the Subscriber's fees shall be prorated accordingly.

**16. General Provisions:**

(a) Entire Agreement: This Agreement contains the entire agreement of the parties hereto and supersedes any prior written or oral agreement between them respecting the subject matter contained herein. There are no other representations, agreements, arrangements, or other understandings, oral or written, between the parties hereto respecting the subject matter contained herein which are not fully expressed herein. This Agreement may be amended or modified only by written agreement signed by duly authorized representatives of all of the parties hereto.

(b) Waiver. Waiver of any default or breach of this Agreement or any warranty, representation, covenant, or obligation contained herein shall not be construed as a waiver of any subsequent breach.

(c) Severability. If any provision of this Agreement, or the application of it to any party or circumstance, is held to be invalid, the remainder of this Agreement, and the application of such provision to other parties or circumstances, shall not be affected thereby, the provisions of this Agreement being severable in any instance.

(d) Notices. All notices and payments under this Agreement are to be in writing and delivered to MusicStraightOffTheStreet.com at its postal address above and to Applicant at his/her postal address noted below, or such other address as either party may subsequently specify in writing to the other parties.

(e) Arbitration. Any controversy, dispute or claim arising out of the interpretation, performance or breach of this Agreement shall be resolved by binding arbitration, at the request of either party, in accordance with the Guidelines of the American Arbitration Association, in the State of Delaware, City of Wilmington. The arbitrators shall apply Delaware substantive law and the Delaware Evidence Code to the proceeding. The arbitrators shall have the power to grant all legal and equitable remedies and award compensatory damages provided by Delaware law, including the power to award punitive damages. The arbitrators shall prepare in writing and provide to the parties an award including factual findings and the reasons on which the decision is based. The arbitrators shall not have the power to commit errors law or legal reasoning, and the award may be vacated or corrected pursuant to Delaware Code of Civil Procedure.

(f) Attorneys' Fees. If an action is brought for the purpose of enforcing, defending, or preventing a breach of this Agreement, the successful or prevailing party in any such proceeding shall be entitled, in addition to such other relief as may be granted, to recover reasonable attorneys' fees and costs of suit incurred in such proceeding.



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- (g) Artist will receive Three (3) weeks of radio play, after that time period is up you may renew same song at a lower rate.
- (h) MusicStraightOffTheStreet.com will be participating in various Events throughout the season that if at that time you are in our rotation we will mention artist, after rotation artists likeness may stay posted on site and;
- (i) MusicStraightOffTheStreet.com will travel to many cities in these United States, (and possibly to cities in foreign countries), whereas artist may be mentioned and;
- (j) Fee must be paid prior to artist be placed in advertising or promotional rotation;
- (k) You may receive via email a schedule of events and that these events and schedules can change at any time;

#### 17. Indemnification

You indemnify and hold harmless MusicStraightOffTheStreets.com, and the officers, directors, employees, partners, principles, agents and representatives' of MusicStraightOffTheStreet.com, from, against and in respect of any and all demands, claims, actions, causes of action, liabilities, losses and expenses, including reasonable attorney's fees, arising out of our relating to any breach by you of any covenant, representation or warranty made by you in this Agreement.

#### 18. Disclaimer of Warranties, Limitation of Liability

EXCEPT AS SPECIFIED IN THIS AGREEMENT, MUSICSTRAIGHTOFFTHESTREETS.COM DOES NOT MAKE ANY WARRANTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING SUCH SUBJECT MATTER. IN NO EVENT WILL MUSICSTRAIGHTOFFTHESTREETS.COM BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT MUSICSTRAIGHTOFFTHESTREETS.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. MUSICSTRAIGHTOFFTHESTREETS.COM MAKES NO REPRESENTATION THAT THE OPERATION OF THE MUSICSTRAIGHTOFFTHESTREETS.COM SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, AND MUSICSTRAIGHTOFFTHESTREETS.COM WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.