

EVOLVING ARTIST ENTERTAINMENT MEDIA AGREEMENT

PLEASE WRITE LEGIBLY

Media Type (check one): _____ Audio _____ Video _____ Other

Artist's Name(s): _____

Artist's Website: _____

Song Title: (If video submission) _____

Album Name: _____

Record Label: _____

Director: (If video submission) _____

Primary Contact: _____ Phone #: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Contact Email: (for weekly spin reports) _____

By signing this agreement and submitting your material to Evolving Artist Entertainment as described, and including, without limitation: ENGAGE Internet Radio, eaTV, www.evolvingartist.com and/or any other mediums presently or hereafter owned and/or operated by Evolving Artist Entertainment, you are accepting all of the terms set forth in this agreement. This agreement supersedes previous agreements.

I Grant of License

- 1. License To Broadcast and/or Publicly Display.** By agreeing to this agreement and submitting your material to Evolving Artist Entertainment, you are granting Evolving Artist Entertainment a non-exclusive, world-wide, royalty-free license to broadcast and/or publicly display your material in a secure un-downloadable - radio, TV and/or on demand format via the Internet or similar networks or technologies that use said networks and technologies.
- 2. Revocation Of License.** You may revoke this license by giving Evolving Artist Entertainment a sixty (60) day written notice addressed and delivered to info@evolvingartist.com. After receiving your written notice for revocation, Evolving Artist Entertainment's broadcast license shall expires sixty (60) days after receipt of revocation notice, and all material pertaining to the revocation of said license will be removed from the Evolving Artist Entertainment Network.

II Copyrights

1. **Right To Grant.** You have the legal right and authority to grant the needed licenses for public display and/or broadcast of the material noted above to Evolving Artist Entertainment as stated above, including but not limited to: the "musical work" and "sound recording" copyrights. If you are under the age of eighteen (18), your parent or legal guardian must submit your material on your behalf.
2. **No Infringement.** The rights that you grant to Evolving Artist Entertainment will not violate or infringe upon the copyright of any person or entity and that your material will not constitute a libel or defamation of any third party.
3. **Indemnity.** You agree to indemnify and hold Evolving Artist Entertainment and all of its employees and affiliates from and against any and all third party claims, damages, liabilities, costs and expenses, including legal fees arising out of or related to any breach by you of this agreement.

III Miscellaneous

1. **No Pornographic Or Illegal Material.** The content of your submission must not be obscene, pornographic, invade privacy rights, exploit individuals under the age of eighteen (18), or in any other way violate applicable laws and regulations of the United States of America.
2. **Non Use.** Evolving Artist Entertainment reserves the right to use your material at its own discretion. Submission of your material does not guarantee that your material will be publicly displayed or broadcast.
3. **No Submission Returns.** Any and all submissions made to Evolving Artist Entertainment will not be returned and said submissions will become the physical property of Evolving Artist Entertainment, and may be discarded without notice.
4. **Waiver.** Any waiver or provision of this agreement must be in writing, and will not be considered valid unless signed by yourself and an authorized representative of Evolving Artist Entertainment.

Upon signing this agreement send the signed copy of this agreement to:

Evolving Artist Entertainment
18 Mill Street
Southbridge, MA 01550

You may also fax this agreement to: 508.764.9501

I agree to the terms of the Evolving Artist Entertainment Media Agreement

Name: _____
(Printed)

Signature: _____ Date: _____