

RADIO BROADCAST/RECORDING AGREEMENT

THIS AGREEMENT entered into this ___th day of _____, 200_, by and between _____ (hereinafter referred to as the "Program") and _____, (hereinafter jointly and severally referred to as the "Artist").

FOR AND IN CONSIDERATION of mutual covenants set forth, the parties do hereby agree as follows:

ARTICLE I: PERFORMANCE

Artist hereby grants permission to record Artist's performance for the purpose of radio re-broadcast at the following date and location and under the following terms:

1. NAME OF ARTIST- _____ NUMBER OF ARTISTS _____
2. PLACE OF ENGAGEMENT- __ (NAME) ____
__ (STREET) ____
__ (CITY, STATE) __
3. DATE OF ENGAGEMENT-
4. HOURS OF ENGAGEMENT-
5. LOAD IN TIME- SOUND CHECK TIME-

ARTICLE II: WARRANTIES AND REPRESENTATIONS

1. The Program hereby warrants and represents that the use of the Master recordings of the Artist's performance shall be used for the sole purpose of broadcast on the syndicated radio program now known as "_____". Copies of recordings embodying the Artist's performance shall not be licensed, leased or sold to any other person, firm or corporation for any purpose other than that of radio broadcast of the Program.

ARTICLE III: RECORDING

1. THE PURPOSE of this performance is to record Artist for the syndicated radio program now known as "_____". Artist grants license for this recording under the following terms and conditions:

(a) ALL RECORDINGS and all cassettes and other reproductions made therefrom together with the performances embodied therein, shall be entirely the property of the Program, free from any claims whatsoever by you or any person deriving any rights or interests from you except as specified in ARTICLE V paragraph 3 below. Without limitation of the foregoing, we shall have the right to make reproductions requested by radio and/or media of the performances embodied in such recordings by any method now or hereafter known for the purpose of broadcasting the performances embodied therein.

(b) THE PROGRAM shall have the right to use and allow others to use your name, facsimile signature, and likeness and Artist's biographical material for advertising and promoting Artist's appearance on the Program.

ARTICLE IV: TERM OF AGREEMENT

1. THIS AGREEMENT is non-exclusive and Artist retains the right to record for any other person, firm or corporation. Artist grants this license to broadcast and license to radio operators copies of Artist's performance stated herein for a period of TWO (2) YEARS from the date of execution of this Agreement with an option for both the Artist and the Program to extend this period an additional TWO (2) YEARS.

2. SUCH EXTENSION and renewals shall commence at the expiration of the term of the Agreement unless it shall have been extended, in which event it shall commence at the latest expiration date of any such extension. Such options will be exercised by written notice to your last known mailing address mailed to you or to us not later than TEN (10) DAYS prior to the expiration of the terms of this Agreement or any extension thereof and all such extensions and renewals must be mutually agreed upon.

ARTICLE V: ADDITIONAL TERMS AND CONDITIONS

1. ON EACH COPY of the transcriptions of the Program embodying the Artist's performance, the following will be printed:

(a) Artist's name and the names of the additional performers in Artist's band;

(b) Artist appears courtesy of " _____ RECORDS";

(c) The song titles, author's name and publishing affiliate (i.e. BMI, ASCAP, SESAC,...) when this information is furnished to the Program by the Artist or Artist's representative.

2. ARTIST SHALL RECEIVE ONE COPY in each format of any transcription released to radio embodying Artist's performance herein at no cost to Artist. Artist shall have the option to buy additional transcriptions at a rate of FIVE DOLLARS per high speed cassette duplicate and FIFTEEN DOLLARS for each real time direct-from-digital duplicate.

3. NINETY (90) DAYS after the first national broadcast of the program, Artist shall have the option to purchase the Master Recording of the Artist's performance and all rights and copyrights pertaining thereto shall revert to the Artist for the set price of TWO HUNDRED FIFTY (\$250) DOLLARS. Artist agrees that in the event that the Master Recording is used for the manufacture and sale of records or other transcription, Artist shall give production and engineering credits to Program and/or its staff. Should Artist exercise said option, Artist shall receive one 16 bit digital copy of the entire performance in either VHS, DAT or BETA format. Transfer of the Master Recording to the Artist shall not affect this Agreement or the Program's right to broadcast the performance for the term of this Agreement.

(a) Artist may choose the material suitable for airplay by notifying the Program within SEVEN (7) DAYS of the date of performance which selections are suitable or unsuitable for airplay on the Program. Where Artist does not notify the Program of their selections, the Program shall select the best material in terms of performance and audio clarity.

4. THIS AGREEMENT shall be binding upon and inure to the benefit of the respective parties, their successors and assigns, and shall be governed by and interpreted in accordance with the laws of the State of _____.

5. THIS AGREEMENT contains all the understandings, oral and written, of the parties and supersedes all previous agreements.

6. IF ANY PORTION of this Agreement is found to be invalid or unenforceable, it shall not affect the balance of this Agreement.

THE PARTIES hereto have read, understand and agree on the terms and conditions set forth in this Agreement and by setting their hands to it do so agree.

for **ARTIST**

Address
City, State, Zip

for **PROGRAM**

DATE: _____ **TAPE DUB RECEIVED:** _____