

LIVE PERFORMANCE & RECORDING AGREEMENT

This agreement is entered into between **BRAVE NEW NETWORK, LLC** (hereafter called BNN) and a musical act named _____, as well as its members (if any) jointly and individually, _____

_____ (hereafter called Artist).

PREMISE

BNN records and videotapes live musical performances and packages the recordings as part of a nationally distributed syndicated radio program (called Brave New Radio) for college and indie radio stations as well as online sales and distribution.

Artist desires BNN to record and videotape Artist's live performance for potential inclusion in BNN's radio programming and distribution/sales network.

CONSIDERATION

In consideration of BNN's promotional and marketing activities on Artist's behalf, Artist hereby agrees to the terms and conditions listed below.

ARTIST'S PERFORMANCE

(a) Artist will allow BNN to record and videotape a live musical performance, of approximately 5 songs (listed in Exhibit A), as well as a short interview, on _____ (hereafter called Performance Date).

(b) The songs to be performed will be selected by Artist and BNN.

(c) Artist will perform in a manner consistent with its best live performances.

(d) Artist also agrees that BNN may record, videotape, and photograph a reasonable amount of rehearsal, interview, behind the scenes and backstage content, at BNN's discretion, on and around the Performance Date.

(e) BNN shall have right to cancel the Performance Date and all recording activities, for any reason whatsoever, without consequence or obligation to reschedule.

AIRPLAY TRACKING INFORMATION

BNN will notify Artist whenever a radio station airs Artist's performance; and forward any comments from a station and/or its listeners for Artist to follow-up with due diligence.

BNN ARTIST PROMOTION

BNN will promote Artist not only via Brave New Radio, but also on its website with information about the act, as well as photos, videos and downloads of the songs recorded.

PRODUCTION & RECORDING COSTS

BNN will pay all costs incurred for producing, recording and videotaping Artist's performance; as well as mixing and mastering the audio and video. These costs are BNN's sole responsibility and are not recoupable from Artist's royalties.

MASTER RECORDING & SONG RIGHTS

(a) BNN shall be the sole owner of all recordings, photos and videotape footage. In regard to the Master Recordings (both audio and video) Artist will be considered a "work for hire" in accordance with the Copyright Laws of the United States. In the event

that the content is not considered a “work made for hire” then Artist is deemed to have assigned all rights in and to the content to BNN.

(b) BNN’s ownership rights shall include, but are not limited to, the right to exploit the recordings, photos and video, as well as the right to mix, master and edit them at BNN’s sole discretion. Artist agrees to participate in this process at BNN’s request.

(c) All Copyright and Publishing Rights in the underlying songs shall remain with the Artist and/or Artist’s publisher.

BNN’S BROADCAST & SALES RIGHTS

(a) BNN shall have the exclusive right, throughout the universe and in perpetuity, to broadcast any or all of the recordings, in whole or in part, as part of its radio show; and, to use the content in any manner or format or by any method or means, whether now known or hereafter devised, per the intent and purpose of this agreement.

(b) BNN will use reasonable efforts to cause the initial broadcast of the recordings to coincide with the release of Artist’s album or EP, in the event that such album or EP contains some of the same songs used for BNN’s recordings.

(c) BNN shall have the right to offer the recordings for sale in any physical or digital format and medium, whether now known or hereafter devised.

(d) Notwithstanding the foregoing, BNN has no obligation to broadcast or exploit any of the recordings. That decision will be made at BNN’s sole discretion.

ROYALTIES: ARTIST’S SHARE

(a) BNN shall pay royalties to Artist, based upon income generated directly from the commercial exploitation of the recordings. No royalties, however, are payable in connection with any broadcast or streaming of the recordings. Only sales and licensing revenue, actually received by BNN, are subject to royalties.

(b) Artist is entitled to **40% of all net profits** generated via commercial exploitation; and will receive statements and payment pursuant to the accounting provision below.

(c) The term “net profits”, as used in this Agreement, shall be defined as gross income less any direct or third party expenses, including costs of manufacturing, formatting, artwork design and preparation, packaging, sales, distribution, marketing, promotions, collection and related costs incurred by BNN. Such deductions shall be in accordance with standard industry practices.

(d) BNN will not have to pay any other fees, costs or expenses to Artist or any third party, other than those specified herein, including but not limited to mechanical royalties and broadcast performance fees, which Artist waives in lieu of royalties.

ADDITIONAL INCOME OPPORTUNITIES

Should either party receive any offer related to the recordings produced hereunder, for a use not specified herein (such as a placement opportunity), that party will immediately inform the other. Both parties agree to negotiate any such license in good faith; and, approval will not to be unreasonably withheld or delayed by either. **Note:** song placements involve two rights: (1) one held by Artist, i.e. the rights in the underlying song and, (2) one held by BNN, i.e. the rights to the master recording.

ARTIST'S USE OF BNN CONTENT (Audio & Video)

BNN will provide Artist with one copy of the recordings made hereunder (approximately 1 week after broadcast), subject to the following conditions:

(a) Artist will not use the recordings in any manner that interferes or conflicts with the purpose of this agreement.

(b) Artist may use the recordings for non-commercial, promotional purposes. Commercial exploitation, in any manner or form, by Artist or third parties is prohibited.

(c) Artist will not offer downloads of the songs/video (for sale or for free), but may stream the songs and/or video as long as they are not downloadable.

(d) Artist may use the recordings for industry submissions (to labels, bookers, agents, press, radio) at any time. Any other use is subject to BNN's written approval.

(e) Whenever possible, Artist will publish BNN's logo/banner as well as a link to BNN's website for any recordings published or distributed publicly, online or offline.

PUBLICITY RIGHTS

BNN shall have the non-exclusive right to use Artist's name, likeness, biographical information and trademarks in connection with the exploitation of the recordings, photos and video created and produced under this agreement.

ARTIST WARRANTIES & REPRESENTATIONS

(a) Artist warrants and represents that Artist has the right to enter into and fully perform this agreement; and that Artist is not under exclusive contract to any other person, or company, that would conflict with the intent and purpose of this agreement.

(b) That Artist's performances, music and materials provided for use (to/by) BNN, is original, solely owned by artist, and will not violate or infringe upon the rights of any persons or entities. Moreover, no material provided by Artist constitutes a "sample" of any recording, composition or intellectual property owned or controlled by a third party.

(c) Artist will not enter into any agreement or arrangement that would interfere with the full performance of Artist's obligations hereunder, or the purpose and intent of this agreement. However, nothing contained herein prohibits Artist from producing recordings for third parties, subject to the condition listed in (d) below.

(d) Artist will not produce, record, or offer for sale, a "live" recording of any musical composition recorded hereunder for any person or company other than BNN until 2 years have elapsed from the date BNN commercially releases the recordings.

(e) Artist represents and warrants that Artist is the sole owner of any group name, trademark and trade style used. In the event of any third party claims regarding trademark infringement, artist shall be subject to the indemnity provision below.

(f) Artist agrees to contribute to BNN's promotional efforts. And, as such, will be available, upon reasonable notice, to assist in BNN's promotional and marketing activities, at BNN's expense should costs be incurred.

INDEMNITY

Artist hereby indemnifies, saves and holds harmless BNN from all damages, liabilities, costs, losses, expenses and attorneys' fee arising out of or connected with any claim, demand, action or proceeding by a third party that is inconsistent with any of the

warranties, promises, or representations made by Artist. Pending the disposition of any such claim, BNN shall have the right to withhold payment of any monies due Artist under this agreement in an amount reasonably related to the amount of the claim. All sums withheld pursuant to this provision shall be credited to Artist's royalty account if litigation is not commenced within four years from the date of the claim, demand or action.

INJUNCTIVE RELIEF

Artist acknowledges that its performance hereunder, and the rights granted BNN, are of a unique and extraordinary character which gives them a special value, the loss of which cannot be reasonably or adequately compensated in damages; and that a breach by Artist of any of the provisions in this agreement will cause BNN great and irreparable harm and damage. BNN is therefore entitled to seek injunctive and equitable relief in addition to whatever legal remedies are available, to cure or prevent any such breach or threat of breach. If BNN seeks such relief, BNN agrees to secure a bond so that Artist's damages are minimized

ACCOUNTING

(a) BNN shall compute royalties due Artist as of 6 months from the date of commercial release and, thereafter, 6 months later for each preceding 6 month period during which recordings are sold or licensed. However, BNN shall have no obligation to send a royalty statement or payment in the event that Artist is not owed at least \$50 in royalties for any accounting period.

(b) Artist shall have the right to examine BNN's books and records, upon written notice. Examination will commence within 30 days after such notice at Artist's sole expense, during regular business hours at BNN's offices. Examinations of BNN's books shall take place no more than one time per calendar year.

(c) Artist shall not have the right to sue BNN in connection with any royalty accounting unless Artist commences suit within 1 year from the date of audit.

ASSIGNMENT

BNN shall have the right to assign this agreement to a parent company, a subsidiary, a partnership, a corporation or to any other purchaser/ assignee who acquires all or substantially all of BNN's stock or assets. BNN may also assign the master recordings, this agreement, or its rights hereunder, in whole or in part, to a distributor and/or licensees to the extent necessary in BNN's sole discretion. Artist may not assign this Agreement or any rights hereunder except for Artist's right to receive royalties. Third party licenses will continue in full force and affect for their full term, regardless of assignment or transfer.

LEGAL BEAGLE

(a) This Agreement contains the entire understanding of the parties and shall be binding upon their heirs, assigns and successors in interest. It shall not be modified or revised except by an instrument signed by an authorized signatory of BNN and Artist.

(b) No breach of this agreement, on the part of either party, shall be deemed material unless the breaching party is given notice of the breach and fails to cure it within 45 days from such notice. If it is incurable within that period, the breaching party shall proceed with reasonable diligence to cure the breach. If the breaching party does not use reasonable diligence or the breach is simply incurable, legal action may be taken after mediation and/or arbitration has occurred. In that regard, BNN and Artist agree that any dispute will first be discussed and if no resolution is reached, the dispute will be subject to mediation and/or arbitration with a mutually approved mediator/arbitrator. Any waiver of a breach shall not constitute a continuing waiver.

(c) If any part of this agreement is determined to be invalid or unenforceable

by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. Should any provision or part of this agreement be deemed ambiguous, inconsistent or contrary, BNN and Artist agree to discuss it, and if no resolution is reached, the matter will be subject to mediation and/or arbitration with a mutually approved mediator/arbitrator.

(d) The validity, construction and effect of this agreement shall be construed according to the laws of the State of California.

RIGHT TO COUNSEL

Artist has been advised of its right to seek independent legal counsel in connection with the negotiation and execution of this agreement. As such, Artist has either retained and been represented by counsel; or, has knowingly and voluntarily waived such right and desires to enter into this agreement without the benefit of legal representation.

APPROVED & AGREED

_____	_____
ARTIST	ARTIST
_____	_____
Print Name	Print Name
Dated: _____	Dated: _____
_____	_____
ARTIST	ARTIST
_____	_____
Print Name	Print Name
Dated: _____	Dated: _____
_____	_____
ARTIST	ARTIST
_____	_____
Print Name	Print Name
Dated: _____	Dated: _____
_____	_____
ARTIST	ARTIST
_____	_____
Print Name	Print Name
Dated: _____	Dated: _____

BRAVE NEW NETWORK, LLC

Dated: _____

(Print Name)

CONTACT INFORMATION

ARTIST

BRAVE NEW NETWORK

Authorized Agent

Authorized Agent

Address

Address

City, State, Zip

City, State, Zip

Phone(s)

Phone(s)

Email

Email

Website(s)

Website(s)

EXHIBIT A

ARTIST NAME: _____

SONGS RECORDED FOR BNN

(1)TITLE:

WRITER(S): _____

PUBLISHER: _____

(2) TITLE:

WRITER(S): _____

PUBLISHER: _____

(3) TITLE:

WRITER(S): _____

PUBLISHER: _____

(4) TITLE:

WRITER(S): _____

PUBLISHER: _____

(5) TITLE:

WRITER(S): _____

PUBLISHER: _____

(6) TITLE:

WRITER(S): _____

PUBLISHER: _____