

## Chemistry Set Records

Dear Artist,

Welcome to **Chemistry Set Records** and our Internet Streaming Audio division, ChemSet Podcast and **CSR Radio** Network which can be found on SHOUTcast [<http://www.SHOUTcast.com>] and / or live365 [<http://www.live365.com>] and / or Last.fm [<http://www.Last.fm>] and / or on YouTube [<http://www.YouTube.com>] hereinafter referred to as "**CSR radio**". By offering to play your songs our intention is to help you gain additional exposure, resulting in a potential increase to your fan base which may even result in sales of your songs by way of their hearing and / or seeing you on our network. The following describes our non-exclusive agreement to which you retain 100% of the Rights to your Works and may cancel at will.

We will promote, at our discretion, our internet presence with the intention of generating new Artist interest and expanding **Chemistry Set Records** clientele, encourage music consumers to download and utilize widgets embedding your [<http://www.musicSUBMIT.com>] musicSUBMIT Audio CD Store on their social networking sites, blogs, homepage, etc., and obtain sales of songs and Audio CDs from participating Artists available from our site [<http://www.ChemistrySetRecords.com>]. **CSR Radio** may generate revenue from our affiliate programs and advertisers. **CSR Radio** does not charge the Artists. Any music sales distribution payments are made to both the Artist and **CSR Radio** from musicSUBMIT.com directly as per any agreement you have or will have with musicSUBMIT.com, and our current and active agreement participating as an Industry Resource. **CSR Radio** will not be expected nor required to pay any Artist/Rightsholder under any circumstances including but not limited to royalties, commissions, or fees. If you haven't already activated a musicSUBMIT account please follow these instructions:

Visit our website [www.ChemistrySetRecords.com](http://www.ChemistrySetRecords.com) and select 'Submit My Band'. **It is important to utilize our sign-up page to properly credit Chemistry Set Records**, get your FREE Trial, and make your work immediately available for adding to our Online Storefront. Or use this link: <http://webpages.charter.net/chemistrysetrecords.com/Submit.htm>

This letter serves as an "umbrella license" to grant permission to **CSR Radio** to use copyrighted material royalty free for airplay. Please read carefully as this is a contract:

By submitting material to **CSR Radio**, you, the Artist/Rightsholder (hereinafter referred to as Artist) represent and warrant that:

- We, our customers and licensees shall not be required to make any payments with respect to material that you submit to our sites, including, but not limited to, payments to you, third parties, music publishers, mechanical rights agents, performance rights societies, persons who contributed to or appear in your materials, your licensors, unions or guilds;
- You have full right and power to enter into and perform under these Terms, and have secured all third-party consents, licenses and permissions necessary to enter into and perform under these Terms;
- The material that you submit to **CSR Radio** does not contain "samples" of any third party's sound recording or musical composition and will not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights, rights of publicity or privacy or moral rights;

- The material that you submit is not and will not violate any law, statute, ordinance or regulation; The material that you submit is not and will not be defamatory, trade libelous, pornographic or obscene;
- You are at least eighteen years of age.

By executing this document, the undersigned Artist grants to **CSR Radio**, its designated affiliates and business partners, a non-exclusive license to do all of the following:

- Publicly perform and display, for promotional broadcasting purposes only, the sound recordings, musical compositions, and/or other audio or audio/visual materials submitted (hereinafter referred to as “submitted materials”) by the Artist to **CSR Radio**.
- **CSR Radio** shall further be permitted to encode, edit, alter, modify, reproduce, transmit, manufacture, distribute and synchronize with visual images the aforementioned “submitted materials” for the sole purpose of promoting and broadcasting the material, in whole or in part, as part of any broadcast produced or sponsored by **CSR Radio**, syndicated or otherwise.
- Make the audio portion of “submitted materials” accessible as audio streams accessible via an internet connection.
- Use Artists’ trademarks, service marks or trade names, including the likeness of Artist whose performance(s) or image(s) is (are) contained in the “submitted materials” for the limited and sole purpose of promotion of the “submitted materials” and **CSR Radio** shows or broadcasts. Artists do not relinquish any of their trademark, service mark or trade name rights and **CSR Radio**.

Notwithstanding any provision of this document, or previously signed contract to the contrary, **CSR Radio** shall be strictly prohibited from:

- Creating, sampling, copying, or distributing any audio or audio/visual recording or other formatted product that contains the “submitted materials” for the purpose of sale or in-kind transfer to a third party for profit or other benefit to **CSR Radio**, its affiliates, associates, business partners or any other party \*without your prior written permission.
- Creating or endorsing any unlicensed and/or pirated compilations (including but not limited to phonograph records, compact discs, MP3s, sound recordings, or audio/visual materials on any medium now known or developed in the future), which contain or are derived from the “submitted materials” \*except as provided for within a separate contractual agreement. For example, but not limited to, Audio CD sales through your, and our, agreements with musicSUBMIT.com.
- Soliciting, obtaining, or maintaining television, motion picture, DVD or other promotional material synchronization rights for or related to the “submitted materials.”

Each provision of this document shall be considered separable, and if for any reason, any provision(s) contained herein are determined to be invalid, unenforceable or contrary to any existing or future law, the invalidity shall not impair the operation of those remaining portions of this document which remain valid.”

If **CSR Radio** ceases operations we may no longer use any of the selections and/or material stated herein for broadcast. However, this occurrence shall not invalidate nor void any other contractual agreement with **Chemistry Set Records** such as, but not limited to, \*an agreement to make your Audio

CD available for sale with musicSUBMIT.com.

Artist or **CSR Radio** reserves the right to void this agreement at anytime. This Agreement is effective on the date you sign it, and will remain in effect for fifteen (15) days after either of us sends a written notice of termination to the other. In addition, this agreement will terminate immediately upon written notice by us in the event there is a claim of infringement with respect to the Recordings, Publicity Materials or any of your music; or you become insolvent or bankruptcy or receivership proceedings are initiated by or against you; and/or for any or no reason, in **CSR Radio's** sole discretion.

\***CSR Radio** and **Chemistry Set Records** (or related entities) use of Artists' trademarks, service marks and/or trade names for promotion of sale, profit, or other benefit through **Chemistry Set Records**, its affiliates, associates, business partners or other parties may be provided for within another separate contract. For example the **Chemistry Set Records** is a Resource Participant in musicSUBMIT.com, a service developed for Artists in order to promote and make available Artists works, which provides for the sale of your "submitted materials" earning revenue for **Chemistry Set Records** [<http://www.ChemistrySetRecords.com>], and you the Artist, for which you may have already entered into or plan to enter into separately at another date. Artists with Audio CD's for sale are encouraged to visit ChemistrySetRecords.com and click the 'Resources' link, make your CD available through musicSUBMIT and we'll add you to our online storefront!

- NOTWITHSTANDING ANYTHING ELSE HEREIN, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR FOR ANY LOSS OF PROFITS OR REVENUE, REGARDLESS OF WHETHER WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL OUR TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED \$100.00
- In the event of a claim of infringement or any other dispute relating to this agreement, this agreement shall be governed by the laws of the State of California, without giving effect to its choice of law rules. Any dispute arising out of or in relation to this agreement shall be subject to the exclusive jurisdiction and venue of the appropriate state and federal courts located in the Los Angeles, California. You waive any objection to jurisdiction and venue in those courts.
- OUR FORMATTING, ACCOUNTING AND OTHER SERVICES AND PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WE HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND/OR NON-INFRINGEMENT), NO WARRANTEE YOUR SONGS WILL BE PLAYED, NOR ANY MINIMUM PLAYS ARE GUARANTEED OR PROMISED, NO GUARANTEE OF POSITIVE RESULTS ARISING FROM ACTIVITIES OF **CSR Radio**, AND NO GUARANTEE OF CONTINUOUS STREAMING ARE IMPLIED. STREAMING SCHEDULES AND DOWN TIME WILL BE DETERMINED AT THE SOLE DISCRETION OF **CSR Radio** MANAGEMENT. YOU AGREE TO HOLD **CSR Radio** AND IT'S REPRESENTATIVES HARMLESS AND RELEASE US FROM ALL LIABILITY FOR LOSS OR DAMAGE RELATING THERETO.

A copy of this letter, signed by a representative of an Artist or the Artist listed herein must be submitted with all material to **CSR Radio** before airplay is considered to protect **CSR Radio** & the Artist. If any changes are made to this contract from the original the contact is void.

By signing this agreement, you warrant (guarantee) that you have the right to enter into and perform this agreement, that your performance under this agreement does not and will not violate the rights of any third party, and that you own, or have acquired rights in the Recordings, including without limitation the compositions and performances contained therein, sufficient to grant us the rights granted under this agreement.

	CSR Radio	RIGHTSHOLDER
Signature		
Print Name	Cat Blair	
Title	Talent Scout	
Company	www.ChemistrySetRecords.com Chemistry Set Records	
Address	7441 Oakwood Ave Hesperia, CA 92345	

Fax	801-684-1414	
Email	chemistrysetrecords@charter.net	

## WORKS EXHIBIT A-1

Exhibit A Doc ID	<b>CSR07-</b> _____
Date	
CSR Radio, div. of	Chemistry Set Records
Rightsholder Name	
Rightsholder Acct	
Artist Name	
Artist Acct	

### WORKS

Rightsholder submits the Works identified below for review for play rotation on **CSR Radio** internet streaming. Rightsholder may submit additional Works, which shall be listed on attachments labeled Exhibit A-1, A-2, etc. and attached hereto.

Album name (if applicable): \_\_\_\_\_

SKU	TITLE
_01	
_02	
_03	
_04	
_05	
_06	
_07	
_08	
_09	
_10	
_11	
_12	
_13	
_14	
_15	
_16	

\* **NOTE:** Either an **Audio CD** or **links** to download your tunes at **128k 44.1 CBR .mp3 with meta data** will be required.

Please include your **MySpace, YouTube,** and other web site(s) addresses below:

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