



**Effective Date**

**Parties**

- 1. West Vibe Music, LLC  
7400 Hollywood Blvd., Suite 502  
Los Angeles, CA 90046  
USA

("West Vibe")

- 2. 

<i>Artist Name:</i>
Address:
City:
State:
Country:
ZIP:
Phone:
Email:

("Artist")

**Definitions**

- 1. **Materials** shall mean the musical composition(s) and master recording(s) controlled and/or owned by Artist submitted to West Vibe Music, LLC d/b/a West Vibe Publishing. This agreement shall cover Artist's initial submission listed in the attached Schedule A and any new compositions and master recordings added during the term of this agreement. Artist shall retain all ownership in the Materials, including all the worldwide rights, title and interest, including copyrights, the right to copyright and the renewal rights. Artist shall inform West Vibe Publishing of any copyright restrictions and placement requirements in writing.
- 2. **Exploitation** shall mean West Vibe Publishing's efforts to secure commercial releases of Artist's Materials during the term of this agreement in any media, whether now known or hereafter devised, for example, the placement of Materials in a film, a TV show, videogame or advertisement.
- 3. **Gross Monies** shall mean all gross royalties (including but not limited to, performance, synchronization, master use and mechanical royalties) and any other income arising from the Exploitation of Materials that are received by or credited to Artist and/or West Vibe Publishing less only:
  - (a) taxes required to be and actually deducted;
  - (b) third party collection society charges;
  - (c) sums permitted to be retained by third-party sub-publishers, collection agents and/or licensees which may not exceed 20% of the sums arising at source and directly and identifiably from the Exploitation of the Materials. In this case the third party in charge of collection may deduct taxes and collection society charges.

For the avoidance of doubt, Artist and West Vibe Publishing shall be entitled to receive Gross Monies from the Exploitations of Materials in perpetuity provided that the Exploitations of Materials were secured during the term of this agreement.

## Interpretation

The following rules of interpretation apply unless the context requires otherwise:

- (a) Headings are for convenience only and do not affect interpretation.
- (b) The singular includes the plural and conversely, and a gender includes all genders.
- (c) A reference to conduct includes any omission and any statement or undertaking, whether or not in writing.

## Recitals

- A Artist owns and/or controls Materials.
- B West Vibe Publishing is in the business of administrating, publishing and commercially exploiting original musical compositions and their master recordings.
- C West Vibe Publishing wishes to secure Exploitations of Materials and Artist is prepared to grant to West Vibe Publishing a non-exclusive mandate to secure commercial releases for its Materials on the terms and conditions of this agreement.

**THIS MUSIC PLACEMENT SERVICES AGREEMENT** (“Agreement”) is made and entered into on this Effective Date, by and between Artist and West Vibe Publishing, (collectively referred to as the “Parties” or individually, the “Party”).

NOW, THEREFORE, in consideration of the premises and the terms and provisions contained herein, the parties hereto hereby agree as follows:

### 1. Term

- 1.1. This Agreement will be for a period of one (1) year from the Effective Date (“**Term**”) and shall be automatically extended for additional one (1) year periods unless terminated as set forth herein.
- 1.2. Either Party may terminate the Agreement (a) by written notice delivered ninety (90) days prior to the desired termination date or (b) in the event of a material breach by the other Party that has not been cured within thirty (30) days of written notice of such breach.
- 1.3. Termination of this Agreement shall not affect the Gross Monies due to the Parties for the Exploitation of Materials as defined in paragraph 5.

## **2. Territory**

2.1. The territory for this Agreement shall be the world.

## **3. West Vibe Publishing Services**

3.1. Artist engages West Vibe Publishing throughout the Term to secure Exploitations of Artist's Materials in any media, whether now known or hereafter devised.

3.2. Artist authorizes West Vibe Publishing to utilize all available avenues to obtain the Exploitation of Materials including so-called blanket licenses. In the case whereby West Vibe Publishing obtains an advance for a blanket license encompassing Artist's materials, West Vibe Publishing shall attribute a pro-rated share of any Gross Monies received to Artist's account.

3.3. West Vibe Publishing shall have the right to administer alternate song titles to Materials for the purpose of facilitating the identification and tracking of royalties for Exploitations of Materials. West Vibe Publishing may completely rename song titles or add "[vibemix]", "[vibe]" or other identification marks to the song titles of Materials to identify Materials for which it has secured Exploitations.

## **4. Licensing Procedure**

4.1. Artist hereby authorizes West Vibe Publishing to negotiate all of the terms and conditions (e.g. fee, term, territory, type of use, track duration/editing, etc.) of licenses in connection with uses and Exploitations of the Materials and to issue such licenses on Artist's behalf.

4.2. When West Vibe Publishing secures an Exploitation of any Material(s), West Vibe Publishing shall promptly notify Artist in writing including the agreed upon material terms.

## **5. Placement Commissions**

5.1. West Vibe Publishing shall be entitled to collect one hundred percent (100%) of any and all Gross Monies on behalf of the Parties.

5.2. Further, West Vibe Publishing shall be entitled to collect and retain its share of the so-called publisher's share of performance royalties derived from any Exploitation of Artist's Materials. For this purpose, Artist hereby authorizes West Vibe Publishing to instruct the performing rights societies to pay West Vibe Publishing its share of such royalties directly for Materials for which it secured an Exploitation. Such Materials shall be clearly identified with an alternate title. For the avoidance of doubt, the entitlement to collect and retain a percentage of the publisher's share of public performance income, or any other compensation pursuant to this Agreement, does not convey to West Vibe Publishing, or entitle West Vibe Publishing to any copyright interest or ownership in the Materials.

5.3. With respect to Gross Monies received by West Vibe Publishing for the Exploitation of the Materials, West Vibe Publishing shall pay Artist the following percentages of the Gross Monies West Vibe Publishing receives:

- **Fifty percent (50%) of Gross Monies;**

provided that Artist has not received any portion of, or the full Gross Monies from a source which pays Artist for the Exploitations directly, rather than paying Gross Monies to West Vibe Publishing.

5.4. With respect to Gross Monies for the Exploitation of Materials received by the Artist directly through their performing and mechanical rights societies, sub-publishers, administrators or other means, Artist shall pay West Vibe Publishing the following percentages of the Gross Monies Artist receives:

- **Fifty percent (50%) of Gross Monies;**

provided that West Vibe Publishing has not received any portion of, or the full Gross Monies from a source which pays West Vibe Publishing for the Exploitations directly, rather than paying Gross Monies to Artist.

## **6. Accounting and Payment**

6.1. Accounting and payments of all monies due shall be made ninety (90) days after each quarterly calendar period, that is:

- December 31,
- March 30,
- June 30, and;
- September 30.

All payments hereunder shall be subject to all applicable taxation statutes, regulations and treaties.

6.2. Each Party shall submit detailed income statements to the other Party to account for the Gross Monies received for the Exploitations of Materials and shall pay any commissions due to the other Party as defined in paragraph 5.

## **7. Audit and Suit**

7.1. All accountings rendered by West Vibe Publishing to Artist shall be binding upon Artist and not subject to any objection unless Artist specifies its objection in writing, stating the basis thereof and is received by West Vibe Publishing within two (2) years from the date sent.

7.2. All accountings rendered by Artist to West Vibe Publishing shall be binding upon West Vibe Publishing and not subject to any objection unless West Vibe Publishing specifies its objection in writing, stating the basis thereof and is received by Artist within two (2) years from the date sent.

7.3. A certified public accountant on either Party's behalf shall have the right to audit the other Party's books and records as to each statement for a period of two (2) years after such accounting statement is sent. Such accounting shall take place at a location to be determined by the audited Party. Any costs associated with such an audit shall be borne by the Party requesting the audit. Legal action with respect to a specific accounting statement or the accounting period to which such statement relates shall be barred if not commenced in a court of competent jurisdiction within two (2) years after the audit is finished.

7.4. The Parties hereby acknowledge that both Parties' books and records contain confidential information and both Parties warrant that neither Party nor its representative shall communicate to others or use on behalf of any other person any facts or information obtained as a result of such examination of the other Party's books and records.

## 8. Warranties

8.1. Artist hereby warrants and represents the following:

- (a) It is not now and shall not at any time be a Party to any contract or agreement which will interfere in any manner with complete performance under this Agreement by it.
- (b) It is the exclusive owner and/or official representative of the Materials referenced in Schedule A and Materials subsequently submitted to West Vibe Publishing during the Term of this Agreement.
- (c) It is solely responsible for any and all royalties and/or payments to all third parties which may be due in connection with the licensing of the Materials.
- (d) It has the full approval of all songwriters and/or recording musicians to enter into all licenses contemplated by this Agreement.
- (e) It is under no disability, restriction or prohibition with respect to its right to sign and perform its duties and obligations under this Agreement.
- (f) The Materials as delivered by Artist and the performances embodied thereon, and any use thereof by West Vibe Publishing, or licensees or assigns, shall not infringe upon or violate the rights of any third party.
- (g) The sound recordings and the performances embodied on the Materials as delivered by Artist shall not include any "samples" without such samples having been cleared by the appropriate copyright owners prior to the delivery of such Materials by Artist.
- (h) West Vibe Publishing has the right to use Artist's name and Artist's band members' names and to grant these rights to allow others to use said names for music placement and marketing purposes. West Vibe Publishing's use of such names in accordance with the terms and conditions hereof shall not infringe upon the rights of any third party.
- (i) **Artist has been advised to seek the advice of independent legal counsel with respect to the content and the effect of this Agreement and has sought such advice prior to the execution of this Agreement.**

## **9. Indemnification**

9.1. The Parties agree to and hereby indemnify, save and hold each other harmless of and from any and all loss and damage (including reasonable attorneys' fees) arising out of or connected with any claim by any third parties or any act by either Party which is inconsistent with any of the warranties, representations, and/or agreements made by the Parties herein. The Parties agree to reimburse each other on demand for any payment made by either Party at the time with respect to any liability to claim to which the foregoing indemnity applies provided that such claim has been reduced to a final, non-appeal able, adverse judgment by a court of competent jurisdiction or settled with the prior written consent of the indemnifying Party.

## **10. Breach**

10.1. Neither Party shall be deemed in breach unless the other Party gives notice and the notified Party fails to cure within thirty (30) days after receiving notice; provided, that if the alleged breach is of such a nature that it cannot be completely cured within the thirty (30) days, the notified Party will be in breach immediately.

## **11. Confidentiality**

11.1. Each Party will, and will require its agents and its representatives to, keep confidential and not disclose to any third Party such information submitted to it by the other in connection with the performance of this Agreement, if labeled or identified as confidential. The foregoing does not apply to information (i) publicly announced or known, (ii) generated independently without reference to information received under this Agreement, or (iii) required to be disclosed by operation of law.

## **12. Notices**

12.1. All notices shall be sent by certified, registered mail or Federal Express to the addresses set forth above, or to such other addresses as the Parties may designate from time to time by notice in like manner.

## **13. Entire Understanding**

13.1. This Agreement contains the entire understanding between West Vibe Publishing and Artist; it supersedes any and all other prior agreements, correspondence, or statements, whether written or verbal.

## **14. Modification**

14.1. No modification, amendment, waiver, termination or discharge of this Agreement shall be binding upon either Party unless confirmed by a written instrument signed by both Parties. No waiver of any provision of or any default under this Agreement shall constitute a waiver by either Party of compliance thereafter with the same or any other provision or of said Party's right to enforce the same or any other provision thereafter. If any clause or part of this Agreement is determined to be unenforceable by a court or tribunal of competent jurisdiction to make such a determination, the remainder of this Agreement shall remain in full force and effect.

**15. Law and Forum**

15.1. This Agreement has been entered into in, and is to be interpreted in accordance with the laws of the State of California in the United States of America.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year above set forth;

Signed for and on behalf of  
**West Vibe Publishing**  
by its authorised representative:

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)  
)

  
.....  
Signature of Authorised Representative

Nikolay Georgiev, CEO  
.....  
Name of Authorised Representative

Signed for and on behalf of  
**Artist**  
by its authorised representative:

)  
)  
)

.....  
Name of Authorised Representative

Payments made to:  
(authorized representative)

)  
)

**PayPal** (optional)  
email: .....

