

## **PDX Pop Now! Compilation CD Submission Agreement**

### **Artist Info**

**Name:**  
**Contact:**  
**Telephone:**  
**Address:**  
**Email:**  
**URL:**

### **Track Info**

**Title:**  
**Label:**  
**Producer:**  
**Genre:**  
**Previously Unreleased?**  
**Attribution (who played what):**

### **Agreement**

This submission Agreement (“the Agreement”) is entered into as of \_\_\_\_\_, 2012, by and between PDX POP NOW!, an Oregon Non-profit corporation (“PPN”) and \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, professionally known as recording artist \_\_\_\_\_ (collectively, “Artist”). The terms and conditions of this Agreement are as follows:

Artist grants PPN the non-exclusive right and ability to use, manufacture, publish, advertise, market, distribute, perform and sell Artist’s master sound recording and underlying original song composition, “\_\_\_\_\_” (collectively, the “Song”), in conjunction with PPN’s sound recording compilation (the “Comp”) in both physical (CDs) and, at artists option, digital formats. Digital use will be limited to inclusion on the full Comp and the Song will not be sold digitally on an individual basis.

Artist, and/or their label or publishing company, retains all rights to the Song not provided to PPN. PPN’s rights to use the master sound recording and song composition shall be limited to the above uses in conjunction with the Comp and shall be perpetual throughout the universe.

Artist represents and warrants that the master sound recording and the underlying composition is an original work by Artist, and that no additional permissions of any kind are required to reproduce or distribute the Song, or any part of it, as contemplated in this Agreement, including clearing any sound samples or beats. PPN cannot accept non-original works, including cover songs of any kind.

Artist grants PPN the right to include the Song, as well as the names of Artist, and any band trademarks or service marks in the Comp packaging and any advertising or promotional materials related to the sale, distribution, or marketing of the Comp.

Artist hereby indemnifies, and agrees to hold PPN and their sales or marketing affiliates, harmless, from any loss, damage and expense (including reasonable attorney's fees) that PPN may suffer by reason of any claim which is inconsistent with any promise, representation or warranty made by Artist in this Agreement.

Artist grants PPN a non-exclusive worldwide and perpetual license to incorporate the Song in the Comp to be distributed on a promotional basis or sold by PPN.

As consideration for the limited rights granted to PPN, Artist may receive promotional consideration. Other than this valuable promotional consideration, there will be no payment or royalties, including mechanical royalties, to Artist with respect to the use of the Song.

Your signature below indicates that you have the authority on behalf of Artist to grant all rights and abilities, including songwriting rights; publishing rights; trademark usage rights; publicity rights; sound recording rights; and sampling and beat licensing rights.

Agreed and accepted,

\_\_\_\_\_ Signature

\_\_\_\_\_ Print Name

Date: \_\_\_\_\_

(see following page for additional Opt-Out opportunities)

## **Promo Opt-Out**

PPN may use information about bands that submit songs for the compilation to fulfill its mission of supporting and promoting Portland's music community. Artist grants PPN non-exclusive worldwide and perpetual rights to use the name of Artist, band members and related band information, for the in-context uses of promoting the Compilation, the PDX POP NOW! Festival, PPN and/or Artist in any Media now known or later developed, including inclusion in promotional materials and the World Wide Web.

If you would like your information excluded, please check here: \_\_\_\_\_

## **Digital Comp Opt-Out**

We will be exploring options for selling a digital version of the Comp via web-based retailers. We believe that a digital version will increase worldwide exposure for Portland musicians, and generate more financial support for PPN. The digital compilation will only be sold as a full-album download. We will not be selling any individual tracks.

If the idea of being on the digital compilation does not appeal to you, you may opt out of being included on the digital version, although it would be great for us to be able to provide a digital version of the Comp that mirrors our CD product. All submissions will be reviewed using the same criteria without regard to any restrictions you place on how we can eventually use your material.

If you would like to opt-out of internet distribution, check here: \_\_\_\_\_

## **Online Streaming Opt-Out**

This year, for the first time, we are going to randomly and anonymously stream submitted tracks from our website. This will begin a couple weeks in and give curious browsers a look into the depths of the musical heart of Portland. There will be no voting attached to this stream. It will be merely a curiosity and a means to further engage the general public in this process.

If you would like to exclude your track from the stream, check here: \_\_\_\_\_