

GUITAR NINE RECORDS
14460 New Falls Of Neuse Road, Suite 149-325
Raleigh, NC 27614
U.S.A.

ARTIST IDENTIFICATION:

Name of Artist or Group: _____

Contact Person: _____

Address: _____

City: _____

State or Province: _____

Postal Code: _____

Country: _____

Telephone: _____

Fax: _____

E-mail: _____

Check to be made out to: _____

(Enter an e-mail account if you'd like to be paid via PayPal)

URL (web site): _____

Performance rights organization: _____

(ASCAP, BMI, SESAC, None)

Music style: _____

(Rock, Jazz, Surf, Fingerstyle, Heavy Metal, Fusion, etc.)

These recordings are
instrumental (at
least the majority) Yes (The answer **MUST** be Yes)

Any cover songs on these
recordings have been
properly licensed Yes (The answer **MUST** be Yes)

*****YOU MAY BE ASKED TO SUBMIT PROOF OF THIS*****

These recordings have
been professionally
printed and pressed (no CD-R) Yes (The answer **MUST** be Yes)

*****NO COMPUTER CD-R, OR SHORT RUN CD-R ACCEPTED, MAJOR-LABEL QUALITY ONLY*****

*****IF YOU DON'T KNOW WHAT THIS MEANS, ASK!*****

*****DO NOT SEND CD-R, THEY WILL BE RETURNED, NO EXCEPTIONS*****

GUITAR NINE RECORDS MERCHANDISING AGREEMENT:

In order that GUITAR NINE RECORDS can sell your recordings online, please submit a minimum of five (5) (preferably ten (10)) of your recordings (CDs). These will be sold on a consignment basis.

GUITAR NINE RECORDS provides the warehousing, inventory, order-taking, billing, shipping and handling of your music merchandise.

Upon receiving your merchandise and a completed Merchandising Agreement, your merchandising information will be put on-line.

You will be compensated for all sales on the 15th of every month (you must be owed at least \$20, the minimum payment amount) for records sold.

GUITAR NINE RECORDS set prices for its products based on the current [Price Point Schedule](#).

I agree to allow GUITAR NINE RECORDS to sell the below listed items. At the end of your presence on GUITAR NINE RECORDS, any unsold merchandise will be returned to you **postage and handling due**.

ARTISTS Signature(s): _____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

List the items you would like GUITAR NINE RECORDS to sell, including: Quantity, Type of Product (CD, EP-CD, cassette, etc.), Description (CD/DVD/Product Artist and Title), Year of First Release, and the Artist Draw (how much you will receive back for each unit sold) according to the [Price Point Schedule](#) (use the back of this Agreement if you are selling more than four items):

Quantity	Type	Description	Year Of First Release	Artist Draw Per Unit
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

PLEASE REMEMBER TO SEND ONE COMPLETE PROMO RECORDING TO BE USED TO MAKE SOUND SAMPLES AND COMPLETE ALBUM ART SCANS. IF YOU HAVE PREVIOUSLY SENT YOUR RECORDING TO GUITAR NINE RECORDS FOR ANOTHER PURPOSE, THIS IS NOT NECESSARY.

GUITAR NINE RECORDS LICENSE:

We, the herein below designated ARTISTS, hereby grant to GUITAR NINE RECORDS, its successors, assigns, agents, distributors and licensees the irrevocable right and license to display, reproduce, exhibit, publicly perform, broadcast, transmit, distribute through electronic means, **for promotional purposes**, the following materials, throughout the universe, by any and all means and media now known and hereafter developed with the exception of standard CD-audio, audio cassette, and all other audio formats manufactured primarily for home entertainment as opposed to computer data formats:

(1) Master Sound Recordings of original compositions set forth below:

Recording (CD) Title(s): _____

(2) the composition(s) embodied on the above Master sound recordings,

(3) our names (real and professional), trademarks, trade names, likenesses, photographs, biographical materials and all other graphic and/or textual material provided by ARTISTS to GUITAR NINE RECORDS.

These rights are granted to GUITAR NINE RECORDS for no cost, the consideration being the promotional value to ARTISTS of GUITAR NINE RECORDS' distribution and dissemination of the above licensed materials. ARTISTS shall at all times retain the copyrights in and to the sound recordings, musical compositions and other materials provided by ARTISTS to GUITAR NINE RECORDS and GUITAR NINE RECORDS shall attempt to identify ARTISTS as the copyright owner in all instances.

ARTISTS warrant and represent:

- (1) that ARTISTS are the sole and exclusive owners of all the rights granted herein, including the rights in and to the Master sound recordings, compositions, copyright, trademark, trade name, artwork, text and other materials provided hereto,
- (2) that the sound recordings contain only our original performances and no "sampled" material is contained thereon,
- (3) that no materials submitted by us will violate any law, or violate or infringe upon the rights of any Person, including, without limitation, contractual rights, intellectual property rights, publicity and privacy rights and the rights against libel, defamation and slander, and
- (4) that ARTISTS are under no disability, restriction or prohibition with respect to our right to execute this Agreement.

ARTISTS agree to indemnify and hold harmless GUITAR NINE RECORDS and its successors, assigns, agents and licensees from any claim, liability, cost and expense in connection with any claim which is inconsistent with any agreement, representation or warranty made by us herein. This Agreement shall be interpreted under North Carolina law and shall be subject to the jurisdiction of the State of North Carolina.

The term of this agreement shall be for a period of one year from the date below accompanying the ARTISTS signature, and this term shall be automatically extended for additional one year terms on each anniversary of the date below accompanying the ARTISTS signature, unless ARTISTS or GUITAR NINE RECORDS terminates this license in writing within 30 days of the expiration of any term.

ARTISTS Signature(s): _____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

PLEASE REMEMBER TO SEND ONE COMPLETE PROMO RECORDING TO BE USED TO MAKE SOUND SAMPLES AND COMPLETE ALBUM ART SCANS. IF YOU HAVE PREVIOUSLY SENT YOUR RECORDING TO GUITAR NINE RECORDS FOR ANOTHER PURPOSE, THIS IS NOT NECESSARY.

INVOICE FOR SETUP FEE:

Revised: February 29, 2004

Option Requested (Choose one)	Amount
Basic Listing (6 min. total sound clips) (FREE*)	
Extended Listing (14 min. total sound clips) (\$20*)	
TOTAL	\$

** Hurry, for a limited time only - spread the word!*

Please make checks or money orders out to Guitar Nine Records (US funds only). You can also charge your setup fee to your credit card, or pay via PayPal to g9@guitar9.com.

