

GUITAR NINE RECORDS  
Guitar Music 9 Division  
12343 Honeychurch Street  
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  
guitar-oriented,  
vocal recordings

\_\_\_ 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 do not  
contain lyrics which  
promote, glorify,  
condone, advance,  
parody, or satirize:  
illegal activities,  
Satanism or racism

\_\_\_ Yes (The answer **MUST** be Yes)

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\*\*\***

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## **GUITAR MUSIC 9/GUITAR NINE RECORDS MERCHANDISING AGREEMENT:**

In order that GUITAR MUSIC 9/GUITAR NINE RECORDS can sell your recordings online, please submit a maximum of five (5) of your recordings (CDs) for sale. These will be sold on a consignment basis.

GUITAR MUSIC 9/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 MUSIC 9/GUITAR NINE RECORDS set prices for its products based on the current [Price Point Schedule](#).

I agree to allow GUITAR MUSIC 9/GUITAR NINE RECORDS to sell the below listed items. At the end of your presence on GUITAR MUSIC 9/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 MUSIC 9/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 MUSIC 9/GUITAR NINE RECORDS FOR ANOTHER PURPOSE, THIS IS NOT NECESSARY.**

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# GUITAR MUSIC 9/GUITAR NINE RECORDS LICENSE:

We, the herein below designated ARTISTS, hereby grant to GUITAR MUSIC 9/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 MUSIC 9/GUITAR NINE RECORDS.

These rights are granted to GUITAR MUSIC 9/GUITAR NINE RECORDS for no cost, the consideration being the promotional value to ARTISTS of GUITAR MUSIC 9/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 MUSIC 9/GUITAR NINE RECORDS and GUITAR MUSIC 9/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 MUSIC 9/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 MUSIC 9/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 MUSIC 9/GUITAR NINE RECORDS FOR ANOTHER PURPOSE, THIS IS NOT NECESSARY.**

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## INVOICE FOR SETUP FEE:

Revised: February 29, 2004

Option Requested (Choose one)	Amount




Note: Durations should add up to approximately 6 minutes for a Basic Listing or 14 minutes for an Extended Listing (it doesn't have to be exact).