



Artist's Original Music Consent and Release Form
for PROMOTIONAL USE ONLY

RADIO BROADCAST/RECORDING AGREEMENT



THIS AGREEMENT was entered by and between Digital Broadcasting Network (hereinafter referred to as the "The Stations") and

Artist/ Band _____

(Hereinafter jointly and severally referred to as the "Artist).

THIS AGREEMENT IS FOR CONSIDERATION OF PROMOTIONAL MUSIC USE ONLY and mutual covenants set forth, the parties do hereby agree as follows:

SECTION I: LEGAL UNDERSTATING AND REPRESENTATIONS

This form is required if you would like your music played on the Digital Broadcasting Network Affiliate Stations: New Wave Radio, Rock n' Roll Radio, Alternative Modern Rock Radio, Wild Country Radio, and Yacht Rock Radio; it also includes our Apps on the Apple and Android Store, company websites, music streams, and/or podcasts.

The undersigned Artist, Band, Recording Company, or Copyright Holder(s) of the submitted material ("Copyright Owner") hereby grants Digital Broadcasting Network, a Florida Corporation, and its stations, licensees, assigns, and affiliated programs (as defined in the section above) collectively Digital Broadcasting Network Affiliate Stations Radio and their designees") the following authorizations:

SECTION II: WARRANTIES AND REPRESENTATIONS

- 1. The Stations hereby warrants and represents that the use of Promotional recordings of the Artist's performance shall be used for the sole purpose of broadcasting on the syndicated radio stations known

as " New Wave Radio, Rock n' Roll Radio, Alternative Modern Rock Radio, Wild Country Radio, and Yacht Rock Radio". Copies of recordings embodying the Artist's performance shall not be licensed, leased, or sold to any other person, firm, or entity corporation for any purpose other than that of radio broadcast of the songs provided by the Artist.

2. (a) ALL RECORDINGS in their format (Digital/MP3/CD/Tape/Vinyl Records) and other reproductions made from that place, together with the performances embodied therein, shall be entirely the property of the Artist, free from any claims whatsoever by you or any person deriving any rights or interests from you. Without limitation of the preceding, we shall have the right to make reproductions requested by radio stations and news media of the performances embodied in such recordings by any method now or hereafter known for Promotional Broadcasting the performances embodied therein.

Signature _____

SECTION III: PLAY/RECORDING

3. THE PURPOSE of this agreement is to broadcast the Artist for our syndicated radio stations, now known as " New Wave Radio, Rock n' Roll Radio, Alternative Modern Rock Radio, Wild Country Radio, and Yacht Rock Radio. " The Artist grants license for this broadcasting copyrighted materials under the following terms and conditions:
4. (b) THE STATIONS shall have the right to use and allow others to utilize your name, facsimile photos, and likeness and the Artist's biographical material for advertising and promoting the Artist's appearance on our Radio Stations.

SECTION IV: TERM OF AGREEMENT

5. THIS AGREEMENT is non-exclusive, and the Artist retains all the right to play/record for any other person, firm, or corporation. Artist grants this license to broadcast and license to radio operators copies of Artist's performance stated herein for a period of TWO (2) YEARS from the date of execution of this Agreement with an option for both the Artist and the Program to extend this period an additional TWO (2) YEARS.
6. SUCH EXTENSION and renewals shall commence at the expiration of the term of the Agreement unless it shall have been extended. In this event, it shall begin at the latest expiration date of any such extension. Such options will be exercised by written notice to your last known mailing address mailed

to you or to us not later than TEN (10) DAYS before the expiration of the terms of this Agreement or any extension thereof, and all such extensions and renewals must be mutually agreed upon.

7. 1. I hereby grant Digital Broadcasting Network Affiliate Stations Radio and their designees the right to play my original music on the on-radio stations, Apps, internet streams, and podcasts and the right to play excerpts of the music within news and other productions.

Initial: _____

8. Copyright Owner/Artist confirms that all materials which have been recorded as "my own," is in fact, owned by the artist and that all other works recorded have been authorized by their owner or owners, without financial obligation to me. I hereby give all copyright clearances for using these works to Digital Broadcasting Network Affiliate Stations Radio.

Initial: _____

9. Copyright Owner hereby expressly authorizes Digital Broadcasting Network Affiliate Stations Radio to copy to the Digital Broadcasting Network Affiliate Stations Radio servers such copies of each of the identified sound recordings and musical compositions to facilitate the efficient transmission of the sound recordings and musical pieces from initiation through to the listener.

10. The Copyright Owner understands and expressly agrees that authorization includes, but is not limited to, the following partners and associations: Digital Broadcasting Network Affiliate Stations Radio programs, Digital Broadcasting Network Affiliate Stations Radio website, and related promotional events associated with Digital Broadcasting Network Affiliate Radio Stations.

Initial: _____

11. Neither Digital Broadcasting Network Affiliate Stations Radio nor the Copyright Owner shall pay to the other any compensation concerning the transmissions and reproductions authorized herein; this agreement waives rights to pay (airplay royalties, performance royalties, sound recording licenses, mechanical rights licenses) on a complete and non-exclusive basis.
12. Copyright Owner represents and warrants to Digital Broadcasting Network Affiliate Stations Radio: (a) that the Copyright Owner has the right and authority to license all rights granted herein, including, but not limited to, copyright and trademark rights; performance rights, musical compositions, and sound recording rights. The copyright owner understands and agrees that this consent and release further

eliminate any external licensing requirements of RIAA, BMI, SESAC, ASCAP, or any other performance rights organizations.

(b) Copyright Owner is not represented by any record label or performance rights organization; is the original creator of the work described herein; has not “covered” or “borrowed” the sound recording or musical composition from another; and has full authority to grant the rights granted herein to Digital Broadcasting Network Affiliate Stations Radio. If the Copyright Owner is represented by an independent record label, the independent record label owner and director must sign this form along with the artist.

Initial: _____

Artist(s)/ Bands Name: _____

13. Copyright Owner hereby agrees to indemnify and hold Digital Broadcasting Network Affiliate Stations Radio, its officers, directors, employees, agents, and assigns, harmless from any fees, penalties, liabilities, claims, losses, or damages (including reasonable attorneys' fees) incurred by Digital Broadcasting Network as a result of Digital Broadcasting Network Affiliate Stations Radio reproduction, transmission, retransmission and distribution of the sound recordings and musical compositions embodied therein which are identified above by the terms of this Release Agreement or as a result of all other rights granted to Digital Broadcasting Network Affiliate Stations Radio in connection with such sound recordings, musical compositions, trademarks and other intellectual property by the terms of this Agreement.
14. Copyright Owner further grants Digital Broadcasting Network Affiliate Stations Radio the right to use, transmit, and display, in connection with the transmissions authorized herein, the name of the sound recording and the musical compositions embodied therein, the composers, the performers, and, if provided by or on behalf of the Copyright Owner, the logo of the performers, biographical information, album graphics and photographs of the performers.
15. NEITHER PARTY’S LIABILITY TO THE OTHER ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED \$50. LIABILITIES LIMITED BY THE PRECEDING SENTENCE INCLUDE, WITHOUT LIMITATIONS, OR LIABILITY FOR NEGLIGENCE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN AN AGREEMENT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE DAMAGES WERE FORESEEABLE.

16. I agree that any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in the State of Florida, by the commercial rules and SEC then prevailing of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.
17. This Authorization will be governed by the internal substantive laws of the United States of America and the State of Florida, without regard to conflicts of law principles. If there is any dispute about or involving Digital Broadcasting Network Affiliate Stations Radio and this Agreement, you agree to submit to the personal and exclusive jurisdiction of the courts located within Palm Beach, Florida.
18. In the case of a listed MP3/CD/Tape/Record title, it is understood that all recordings on said MP3/CD/Tape/Record are covered under this agreement.
19. This comprises the entire agreement of the parties. Copyright Owner agrees that it has made no representation or warranties or offered any inducements for the execution of this consent and release by Copyright Owner other than those reflected in this document.
20. THIS AGREEMENT shall be binding upon and inure to the benefit of the respective parties, their successors, and assigns and shall be governed by and interpreted by the laws of the State of Florida and the USA.
21. THIS AGREEMENT contains all the understandings, oral and written, of the parties and supersedes all previous agreements.
22. IF ANY PORTION of this Agreement is found invalid or unenforceable, it shall not affect the balance of this Agreement.

THE PARTIES hereto have read, understand, and agree on the terms and conditions as outlined in this Agreement and, by setting their signatures to it, agree.

The Artist Signature _____ DBA/Band Name _____
Address _____ City, _____ State, _____ Zip _____

_____ Authorized Representative

Digital Broadcasting Network
Boca Raton, FL 33431 USA
516-900-1200