

Label Release Form

Agreement entered into as of _____ between **LABEL (artist, band)** _____ and Elijah Shaw, d/b/a Stereo Sessions and The Toy Box Studio, its successors, licensees and assigns ("Producer")

WHEREAS, Producer wishes to tape one (1) musical performance for the program entitled **STEREO SESSIONS: #**____ on date, _____, (the "Performance") by the below listed artist:

<i>Artist</i>	<i>Song Title</i>	<i>Writer</i>	<i>Publisher</i>
STEREO SESSIONS # _____	- Song #1: _____		
ARTIST NAME	- Song #2: _____		
_____	- Song #3: _____	_____	_____

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth below, Label and Producer agree as follows;

1. **Rights:** Producer shall be the exclusive owner of all results and proceeds of the Performance and all materials created by Producer in connection with the Performance, including but not limited to any and all interview material and b-roll captured, and the advertising and promotion thereof, and Producer shall have the exclusive right to use, distribute, and to license to others the Performance in any and all media now known or hereafter devised, including but not limited to free and/or paid subscription services (i.e. Amazon, Rhapsody, Spotify, Youtube etc.) permanent digital downloads (i.e. iTunes, Amazon, etc.), and physical copies (i.e. DVD, CD, vinyl, etc.). For the avoidance of doubt, no additional licenses, authorizations or clearances will be required from any other parties and no fees, mechanical fees, master use fees, royalties, American Federation of Musicians or other union residuals will be payable by Producer to Label, Artist or any other party in connection with the Performance. Notwithstanding the foregoing, Producer shall be solely responsible for securing any required non-dramatic public performance rights from the appropriate performing rights organization with respect to the exhibition of the Performance as described here in.
2. **Term:** Perpetuity
3. **Territory:** World
4. **License Fee:** Gratis (for promotional consideration)
5. **Miscellaneous:**
 - (a) **LABEL** represents and warrants that it has the full right, power, and authority to enter into this Agreement, and that all elements contained in the Performance are either original with the Label or have been fully cleared by the Label (specifically excluding music synchronization and publishing rights to the underlying Composition contained in the Performance).
 - (b) Label shall indemnify, defend, and hold harmless Producer and assigns from and against any and all claims, liabilities, damages, costs, or expenses (including reasonable attorney's fees) arising from the breach by Label of any representations, warranty, covenant, responsibility, or agreement made hereunder.
 - (c) No party will 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, however, that if the alleged breach is not of such a nature that it cannot be completely cured within 30 days, the notified party will not be deemed to be in breach if the notified party commences the curing of the alleged breach with in such thirty (30) day period and proceeds to complete the curing thereof with due diligence within a reasonable time thereafter. Label's rights and remedies in the event of a breach or alleged breach of this Agreement by Producer shall be limited to Label's right, if any, to recover damages in an action at law, and in no event shall Label be entitled by reason of any such breach or alleged breach to enjoin, restrain or seek to enjoin or restrain, the distribution or other exploitation of the Performance.
 - (d) This Agreement shall be construed by and governed by the laws of the State of Tennessee. The parties consent to jurisdiction in any court located in Davidson County, Tennessee.
 - (e) This Agreement is binding upon the heirs, successors, and assigns of the parties. Producer may assign, license, transfer or encumber any of its rights or obligations hereunder, provided that Producer shall remain secondarily liable. This Agreement constitutes the entire understanding between the parties and supersedes any and all prior understandings or agreements. This Agreement may not be modified or amended except in writing signed by the parties. A waiver of any term or condition of this Agreement by either party shall not be deemed or construed as a waiver of the term or condition in the future, or deemed or construed as a waiver of any subsequent breach of this Agreement. If any part of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect. The headings in this Agreement are inserted for convenience only, and shall not effect the construction or enforcement of this Agreement. This Agreement may be executed in counterparts, each of which when executed and delivered shall constitute an original, but all of which together shall constitute on and the same document.

Accepted and Agreed:

Signature: _____

Name: Elijah Shaw (dba Stereo Sessions)

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

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Name: _____

Title: _____

Date: _____