



Maximum Impact Media, Inc.  
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Video. Audio. Photo. Web

<http://www.4themax.com>

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## Royalty-share agreement and release

To: [Click here and type name] Fax: [Click here and type fax number]

Address: Date: 1/1/2009

Tel: [Click here and type subject of fax] Website:

Email: Cell: [Click here and type name]

- Urgent
- For Review
- Please Comment
- Please Fax back with signed signature
- Please email back with electronic signature

Please sign and fax back this document, or return via email to [ciyh@4themax.com](mailto:ciyh@4themax.com) using electronic signature or other indication of signature verification)

1. "Parties:"
  - a. Check applicable entities below for inclusion in the royalty-sharing agreement, here-in called "Parties":
    - Maximum Impact Media, Inc. (here-in called, "Contractor")
    - Borderline Folk Music Club of Rockland County (here-in called, "Borderline")
    - Musician(s): (here-in called, "Client")  
(name[s]: )

2. "Recordings:"
  - a. Maximum Impact Media recorded the these format(s), here-in called "recording(s)": (check applicable)
    - still photography
    - video
    - audio (ADAT, Pro Tools, DAT, cassette, etc.)
  - b. "Client" grants permission to "Contractor" to make the recording(s) under the following terms and use:

3. "Product:"

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a. The following are here-in called "Product" and are derived from the recording(s):

b. "Product" will here-in include (check applicable):

Media promotion: <input checked="" type="checkbox"/> "Contractor" website promotion:  <input type="checkbox"/> "Borderline" website promotion  <input type="checkbox"/> "Client" website promotion	Optical media: <input type="checkbox"/> CD <input type="checkbox"/> DVD <input type="checkbox"/> Bluray disc	Other Promotion: <input type="checkbox"/> Myspace.com <input type="checkbox"/> YouTube <input type="checkbox"/> Radio <input type="checkbox"/> Broadcast <input type="checkbox"/> Newspaper, magazine <input type="checkbox"/> Other: _____
*Selected promotional items for above media promotion: <input checked="" type="checkbox"/> photos <input checked="" type="checkbox"/> video <input checked="" type="checkbox"/> mp3 <input checked="" type="checkbox"/> link to media on 4themax.com *These requests will be honored based on the extent of post-production involved.	Self-Distribution without fee to "Parties": <input type="checkbox"/> "Contractor" <input type="checkbox"/> "Client" The "Client" can obtain "Product" for sale by "Client" by paying "Contractor" for the cost of the materials/disc plus "%" of "sales price" to other in "Parties" besides "Client"	Commercial Distribution requiring fees: <input type="checkbox"/> CDBaby <input type="checkbox"/> Amazon.com <input type="checkbox"/> Other: _____

c. Other uses of recording(s):

<p><b>Summary:</b> Other commercial use of "recording(s)" <b>with</b> prior permission.</p> <p>Other licensing and sub-publication agreements (Included as a segment in a commercial project other than "Product" by "Contractor" <u>with</u> consulting by each in "Parties:")</p> <p><input type="checkbox"/> yes, upon whatever terms it deems wise or wishes</p> <p><input type="checkbox"/> yes, subject to the royalty-sharing "%"</p> <p><input type="checkbox"/> yes, but only subject to a negotiated royalty to each in "Parties"</p> <p><input type="checkbox"/> TV broadcast entities  <input type="checkbox"/> footage firms  <input type="checkbox"/> press  <input type="checkbox"/> radio broadcast entities  <input type="checkbox"/> internet  <input type="checkbox"/> other: _____</p>	<p><b>Summary:</b> Other commercial use of "recording(s)" <b>without</b> prior permission.</p> <p>Other licensing and sub-publication agreements (Included as a segment in a commercial project other than "Product" by "Contractor" <u>with</u> consulting by each in "Parties")</p> <p><input type="checkbox"/> yes, upon whatever terms it deems wise or wishes</p> <p><input type="checkbox"/> yes, subject to the royalty-sharing "%"</p> <p><input type="checkbox"/> yes, but only subject to a negotiated royalty to each in "Parties"</p> <p><input type="checkbox"/> TV broadcast entities  <input type="checkbox"/> footage firms  <input type="checkbox"/> press  <input type="checkbox"/> radio broadcast entities  <input type="checkbox"/> internet  <input type="checkbox"/> other: _____</p>
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<p><b>Summary:</b> Other non-commercial use of "recording(s)" <b>with</b> prior permission:</p> <p>Other licensing and sub-publication agreements (Included as a segment in a non-commercial project other than "Product" by "Contractor" <u>with</u> consulting by each in "Parties")</p> <p><input type="checkbox"/> yes, upon whatever terms it deems wise or wishes</p> <p><input type="checkbox"/> yes, but only based on prior approval of the project</p> <p><input type="checkbox"/> TV broadcast entities <input type="checkbox"/> footage firms <input type="checkbox"/> press <input type="checkbox"/> radio broadcast entities <input type="checkbox"/> internet <input type="checkbox"/> other: _____</p>	<p><b>Summary:</b> Other non-commercial use of "recording(s)" <b>without</b> prior permission:</p> <p>Other licensing and sub-publication agreements (Included as a segment in a non-commercial project other than "Product" by "Contractor" <u>without</u> consulting by each in "Parties")</p> <p><input type="checkbox"/> yes, upon whatever terms it deems wise or wishes</p> <p><input type="checkbox"/> yes, but only based on prior approval of the project</p> <p><input type="checkbox"/> TV broadcast entities <input type="checkbox"/> footage firms <input type="checkbox"/> press <input type="checkbox"/> radio broadcast entities <input type="checkbox"/> internet <input type="checkbox"/> other: _____</p>
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4. Royalty-sharing agreement for commercial-release of "Product":
  - a) "Parties" receives the following percentage of net profit, here-in called "%": **AMOUNT** % each after deductions from gross profits as detailed in "Fees" below.
  - b) "Parties" will agree on the retail sales price, here in called "sales price," of "Product." No one in "Parties" may change the "sales price" without mutual consent of other(s) in "Parties."
  - c) The "recording(s)" were not a work-for-hire agreement between "Client" and "Contractor." At no times will any work-for-hire (Engineer, Asst. Producer, technicians, photographers, graphic artists, videographers, "roadies," volunteers, cosmetologists, costumers, gaffers, etc.), volunteers, paying attendees and/or sponsors have any royalty-share of "Product."
5. Distribution:
  - a) "Product" will be made on-demand by "Contractor" for self or commercial distribution.
  - b) Each entity in "Parties" will be independently and solely responsible for any local, state, or federal laws and taxes should they self-distribute "Product."
6. Fees:
  - a) If mutually agreed upon by "Parties", each will pay the "%" above for a mutually-agreed upon third-party replicator.
  - b) "Parties" agree to share the following costs to be deducted from the gross profit to repay "Contractor": cost of media (optical media, case, insert, ink), archived media (session files, photos, tape stock, dedicated archival hard-drive), third-party engineering fees.
  - c) After mutual agreement, "Parties" each will pay the "%" above for any of the following fees but not limited to services for "Product": Federal copyright filing, BMI/ASCAP registration, barcode registration, attorney fees, Federal trademark filing
  - d) Each of the "Parties" will pay the "%" above of any fees required by a mutually-agreed upon commercial distributor.
  - e) Each of the "Parties" will pay the "%" above of any fees required for mutually-agreed extraordinary expenses (for example, advertising publicity, promotional expenses, off-site archival storage)
7. Copyrights:
  - a) "Client" is the sole copyright holder(s) to their song(s), composition(s), and arrangement(s) and grant synchronization rights to "Contractor" for use in "Product."
  - b) Sheet music and all printed material concerning the song(s), composition(s), and arrangement(s) shall bear the name(s) of the applicable copyright registrant(s) whether they be "Client" or other(s) from "cover" composition(s).
  - c) "Client" is solely responsible for filing for copyrights and trademarks for their own song(s), composition(s), and arrangement(s).

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- d) The "recording(s)" were not a work-for-hire agreement between "Client" and "Contractor." At no times will any work-for-hire (Engineer, Asst. Producer, technicians, photographers, graphic artists, videographers, "roadies," volunteers, cosmetologists, costumers, gaffers, etc.), volunteers, paying attendees and/or sponsors have any copyrights of "Product."
  - e) B.M.I. or A.S.C.A.P. song clearance and record clearance cards and forms shall bear the name(s) of the copyright registrant(s). The performing rights society shall pay the "%" to each in "Parties."
  - f) The following in "Parties" [co-]own the copyright to "Product" as checked below:
    - Maximum Impact Media, Inc. (here-in called, "Contractor")
    - Borderline Folk Music Club of Rockland County (here-in called, "Borderline")
    - Musician(s): (here-in called, "Client")
  - g) Tracking and mic set-up sheets shall be the property and copyright of the payee of the "Engineer" or "Contractor"
8. Public record-keeping available to "Parties" upon request:
- a) project worksheet
  - b) invoices and/or receipts for materials
  - c) sales records by commercial distribution
  - d) sales records of self distribution
  - e) invoices for fees
  - f) clearance cards

9. Release of product:

- a. Editing and post-production of "recording(s)" will occur at the convenience and schedule of the "Contractor" and will not prevent release of "Product."
- b. The "Product" will be released commercially upon artistic approval of "Parties."

10. Credits:

- a. "Product" labels shall bear the names of all in "Parties."
- b. "Product" labels will bear the name(s) and related information of Engineer (whether "Contractor" and/or third-party; whether for tracking, mixing, or mastering; and where mutually-agreed upon by "Parties," viz. Producer, Asst. Producer, technicians, photographers, graphic artists, videographers, "roadies," volunteers, cosmetologists, costumers, gaffers, "dedications", etc.

11. Press Release:

- a. A press release may be issued for the distribution of the project.
- b. "Contractor's" press credentials are available at <http://www.4themax.com> The press release will display photo credits by "Contractor." The Press Agency is solely responsible for the content of the press release.

12. Archival of Pro Tools files and Master tapes:

- a. "Contractor" will maintain the archive of "recording(s)" including Pro Tools session files and Master tapes on-site and, if mutually agreed upon by "Parties," in duplicate, off-site.

13. Indemnification of release of liability:

- a. All third-party contracts and agreements are between the "Contractor" and its vendors, Engineer, and Independent Contractors. The "Client" assumes no liability under this agreement unless it is noted in writing. All agreements between "Client" and session-player(s), vendors, and/or independent contractors are outside of this contract. "Client" may not negotiate future tracking (recording) agreements with third-party Engineer unless written permission of "Contractor" is obtained.
- b. The "Client" releases the "Contractor" from liability in all forms, including indicating that the "Contractor" provided every measure of safety in securing equipment, cables, etc. from slip/fall/any hazard. The "Client" indicates that the property of the "Contractor" was safely maintained and releases the "Contractor" and "vendors" from any liability due to safety, slip/fall/any hazard, indicating that no act was due to the negligence of the "Contractor" or "vendors." The "Contractor" is not liable in any damages whatsoever at venues.
- c. "Parties" are each solely responsible for their own health, equipment, event, or other insurance fees, deductibles, or losses related to making "recording(s)" and "Product."

14. Use of studio and "Contractor's" equipment:

- a. "Client" agree to abide by appropriate local, state, and federal laws. "Client" must agree to the following for off-site recording venues and the studio: 1) appropriate dress 2) appropriate language 3) No illicit drugs 4) No abuse of alcohol at venues and no use at the studio 5) No smoking at the studio 6) No political, religious, or other non-business related activities. 7) Eating food in the studio is at sole

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discretion of the "Contractor" 8) Inappropriate behavior at the "Contractor's" discretion will entitle the "Contractor" to terminate the project.

- b. "Client" pays for and is responsible for, financially and otherwise, all personal or rented equipment used on location or in the studio. "Client" is NOT allowed to touch or change the "Contractor's" equipment without express permission. "Client" is responsible to pay for broken or damaged equipment at the current price or rate (at the Contractor's discretion) for replacement or repair. "Client" is responsible for their own travel, tolls, parking, etc. and meal expenses to and from venues and the "Contractor's" studio.

15. Outside of this agreement, "Contractor" nor "Borderline" have no other liability or obligations to "Client" and/or any other third-parties.

Thank you,

Akiva Kent, President  
Maximum Impact Media, Inc.

Signed: Akiva Kent (electronically signed)\_\_\_\_\_

Borderline Folk Music Club of Rockland County  
(representative)

Signed: Sol Zeller (electronically signed)

Client: (representative and/or member[s])

Signed: x \_\_\_\_\_  
Other member(s):

Signed: x \_\_\_\_\_

Signed: x \_\_\_\_\_

Signed: x \_\_\_\_\_

Signed: x \_\_\_\_\_

Date: Thursday, January 01, 2009\_\_\_\_\_

Witness(es):

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