



**blue pie**  
**RECORDS**

# LABEL

Date: .....

Date: .....

## NON-EXCLUSIVE THIRD PARTY LICENSE and DISTRIBUTION AGREEMENT and CONSENT TO REPRESENT LABEL FOR TERRITORIES:

Between

.....Here after referred to as the "LABEL"  
.....  
.....  
.....

And:

Blue Pie Productions USA LLC ("BPP")  
EXPO112  
Unit 20, 112 McEvoy Street  
Alexandria NSW 2015  
p: (+61 2) 9310 0155  
f: (+61 2) 9310 0166  
m: 0422 997 760  
w: [www.bluepie.com.au](http://www.bluepie.com.au)  
e: [sales@bluepie.com.au](mailto:sales@bluepie.com.au)

**It is agreed as follows:** The LABEL has completed a body of work that has been listed at the end of this document. The LABEL agrees to assign distribution rights for this designated body of work to BPP. In the event that the LABEL does not have a publisher then BPP can administer these rights for and on behalf of the LABEL in an administration capacity to collect incomes for and on the behalf of the LABEL. In the case where the LABEL already has a publisher then no assignment of publishing rights are required. BPP will need to know the full contact details for any designated publisher to insure that all details are noted correctly in all digital distribution systems that BPP uses to distribute the LABEL'S music globally. BPP will distribute and work with the LABEL to commercialise the material for a period of 36 months including all publishing entitlements via BPP's global network of distribution partners and or affiliated companies for the material that the LABEL or artists control and as per the list of content supplied. This term will automatically be extended in the event that any third party license sales of the LABEL'S material have been completed during the term of the agreement and or any digital download income has been generated. Additional extensions can be secured in the event that no sales have been completed during the first 24 months at either the request of BPP or on the request of the LABEL.

**Consent:** The LABEL hereby agrees to allow BPP to represent the labels designated artists for the designated body of work only. Additional songs can be submitted at anytime.

**When:** Effective from date of signature on this license.

**Territory:** The world unless other wise specified.

**Usage:** All BPP designated promotional formats and not limited to MP3, WMA, DVD, Audio, Web radio, Radio, Ringtones in all formats and all multimedia configurations commercially available today.

**Royalty Rate:** 20% of all income generated that is paid to BPP will be paid to the label or nominated representative.

**About the distribution of income for the Hurricane Healing Project:** 50% of all income received by BPP will be donated directly to the Salvation Army Head office in the USA. 30% of all revenue generated will go to the Hurricane Healing Administration. Please refer to the website for more details at [www.hurricanehealing.us](http://www.hurricanehealing.us)

**Deductions:** All deductions and any approved expenses will require the approval of the artist by e-mail or fax to BPP offices. Please note that this is a digital distribution agreement and as such we do not generally have out of pocket expenses. The content is normally all ready to be distributed. In the event that the artist or label requires us to create their bio and or any work outside of this agreement then this would be negotiated by a separate proposal. In the event that BPP covers any or all of these costs then these expenses would be deemed recoupable items under the terms and conditions of this agreement and deducted from any payment due to the artist.

**Third Party compilation Licensing & Synchronisation:** In the event that BPP is able to secure 3rd party license sales for any of the designated work associate with this specific agreement then the artist will receive 50% of the net income receipts received by BPP.

**Samples:** 1 copy in compact disc format of each album are to be supplied to BPP free of charge. The samples need to have all the artwork and songs correctly noted with all the appropriate credits. In the event that no artwork exists then we can make suggestions for our team to create this for an on your behalf. This would be an additional expense.

**Ownership of the recordings and or Master:** All master ownership rights will rest with the owner of the masters and will be administered and managed by BPP in accordance with the terms and conditions of this agreement.

**Royalties:** For the purposes of this article, «Net Royalties» means gross receipts actually received by the Exploiting Company less any tax, withholding tax, agency commission and royalties payable to the LABEL.

**Accounts:** BPP will maintain books of account and will prepare royalty statements at least semi-annually or as otherwise agreed. You and your representatives will have equal access to the books and to the account. The costs of the accounting will be born by BPP.

**Blue Pie Productions warranties:** BPP warrants that at all times it will act in good faith and deal at arms length on a proper and customary commercial basis and without limiting the generality of the foregoing this warranty will apply to our dealings with our affiliates, subsidiaries, licensees and sub-licensees and any collection agencies that we maintain.

**Assignment and Publishing rights:** BPP retains the right to assign any part of this agreement to any one of its associated subsidiaries and or partners. All terms and conditions would remain as per the agreement with no changes in the artist royalty rates. This is a non-exclusive agreement and the Label or nominated publisher retain all publishing rights and can terminate this agreement at any time with the appropriate notice. The publishing rights are only assigned to BPP if the label specifies this at the commencement of the agreement. The assignment of rights is as administrators and collectors of the various publishing entitlements for and on behalf of the artist | Label for the term and as per the terms and conditions of this agreement in the event that the artist does not have a publisher. In the event that the artist | label has a publisher then all publishing rights are and will be always administered by the designated publisher for and on behalf of the artist | label. The publisher may elect to have BPP manage these rights. Notice will be required at the commencement of this agreement.

**Warranties:** The LABEL warrants in favour of the BPP that:(a) all Compositions will be original and will not infringe the rights of any other person;(b) the LABEL has full power and authority to enter into this Agreement and has granted no rights inconsistent with this Agreement;(c) the BPP will not be required to make any payments of any nature for, or in connection with, the acquisition, exercise, or exploitation of rights by the BPP pursuant to this Agreement, except as provided for in this Agreement;(d) the LABEL will execute such further documents and perform all such further acts as may be reasonably necessary to give effect to this Agreement; and(e) the LABEL will use its best endeavours to ensure that any records released featuring recordings of the Compositions will be released bearing the BPP record label and logo, as supplied by the BPP where practical.

**Indemnity:** The LABEL hereby indemnifies the BPP from and against all actions, suits, claims, demands, losses, liabilities, damages, costs and expenses which may be made or brought against or suffered or incurred by BPP as a result of breach by the LABEL of its warranties or obligations under this Agreement.

**Accounting:** The BPP will deliver royalty statements to the LABEL within 90 days of the end of each June and December, for the preceding six-month period, where compositions have earned income in the Territory. Any payment then due to the LABEL will accompany the royalty statement.

**Examination:** The LABEL may, upon 14 days notice to the Publisher, appoint an accountant to examine the Publishers financial records in respect of exploitation of the Compositions and royalties due to the Writer. The examination may take place during business hours at any time within two years of the date of receipt of the relevant royalty statement by the Writer, but only once in any 12-month period. All royalty statements delivered to the Writer will be binding upon the Writer unless written objection is received by the BPP within two years of delivery of the relevant statement to the Writer. If the accountant's examination establishes that there has been an underpayment to the Writer, the BPP will promptly make good that underpayment. If the accountants examination establishes that there has been an underpayment to the Writer of more than A\$1,000 and 10% of the amount due to the Writer, the BPP will reimburse the Writer for the reasonable costs of the examination, in addition to any amount due to the Writer, provided always that the BPP will not be obligated to pay any examination costs in excess of the disclosed underpayment.

**Collections:** The BPP will be entitled to collect income from the compositions arising before the Term, and income arising during the Term and the Retention Period as per the rights held under this agreement.

BPP is a member of the following organisations:

- 1.Member of Merlin [www.merlinnetwork.org](http://www.merlinnetwork.org)
- 2.Member of PPCA [www.pcca.com.au](http://www.pcca.com.au)
- 3.Member of AIR [www.air.org.au](http://www.air.org.au)
- 4.Member of ARIA [www.aria.com.au](http://www.aria.com.au)
- 5.Member of AIEX [www.aiex.com.au](http://www.aiex.com.au)
- 6.Member of PPL UK [www.ppluk.com](http://www.ppluk.com)
- 7.Member of NARIP [www.narip.com](http://www.narip.com)

**Payment cycles:** BPP agrees to use its best efforts to ensure that income earned overseas is promptly remitted to the BPP each quarter or as per any affiliated agreement states. BPP will pay any funds greater than \$200 to the LABEL at the end of each quarter or as and when BPP has received clear funds.

**Termination:** Termination of this Agreement by either party will not prejudice any rights (including copyright) granted to BPP in respect of the compositions as at the date of such termination. All performance obligations required by BPP such as royalty payments will still be made as per the terms and conditions of the agreement. This agreement will be deemed terminated if either party breaches any term of this Agreement and, having been given 30 days notice requiring the party to rectify its breach, fails to do so; or enters into liquidation or is declared insolvent or bankrupt in any legal proceedings.

**Mediation:** In the unlikely event that we disagree on the operation or interpretation of this agreement, we all agree that the matter will be referred to the arbitration by an expert appointed by the Arts Law Centre in Sydney or whomever else we may agree upon. Any decision made by such an arbiter will be binding upon all parties.

**Law:** This Agreement will be governed by and construed in accordance with the laws of New South Wales and the parties hereby submit to the exclusive jurisdiction of the courts of New South Wales.

**Changes:** Either party may request changes to, and or termination of this agreement in 21 days from date of execution. If a request is made to change this agreement, each party must consent to the relevant change. If a request is made to terminate this agreement within this period, termination will be effective on the fifth day following when notice is given. Termination may be requested with 30 days notice after arbitration has been sought and entered into.

**Promotion and Marketing:** It will be the Labels responsibility to maintain their own up to date website. Promotions will be decided and planned as a separate exercise and will be managed under a separate services agreement. In the event that the artist does not have a website and or marketing strategy then a strategy and web plan can be developed by BPP. This agreement does not cover promotions other than the normal newsletter and marketing promotions that BPP and Hurricane Healing undertake as a group under the banner "Hurricane Healing". Please refer to the website for all marketing and promotional activities [www.hurricanehealing.us](http://www.hurricanehealing.us). In the event that separate marketing and or promotion is requested by the artist then this will be quoted on a time and materials basis. The Labels| artist would then be required to approve all promotion and marketing expenditure relevant to the quoted work in writing by email and or fax prior to any expense being incurred.

It is noted that the LABEL is legally entitled to enter into this agreement for and on behalf of the nominated entities.

Read and agreed and signed by the LABEL: .....  
 LABEL Name (Please print ):.....  
 Date:

EXECUTED as an agreement on the date first appearing. SIGNED for and behalf of BPP and the Hurricane Healing project.

Read and agreed by :.....  
 Damien Reilly  
 Director  
 Blue Pie Productions USA LLC  
 Blue Pie Records USA LLC  
 Date:

SCHEDULE A:  
 LISTED SONGS COVERED BY THIS AGREEMENT

**CONTACT DETAILS**

<b>FULL NAME:</b>	
<b>ADDRESS DETAILS:</b>	POSTCODE: COUNTRY:
<b>D.O.B (Date of Birth)</b>	
<b>CITIZENSHIP:</b>	
<b>NEXT OF KIN:</b>	
<b>CONTACT DETAILS:</b> (Include International country code)	MOBILE PHONE: FAX: EMAIL:
<b>BANK DETAILS:</b> ( Full Bank account details and name of the account and bank )	BANK NAME: ACCOUNT NUMBER: BANK CODE NUMBER: ADDRESS OF BANK: NAME ACCOUNT IS UNDER:
<b>MANAGEMENT DETAILS:</b> (If you do not have a Manager then leave this blank)	
<b>NUMBER OF CDs SUPPLIED TO BLUE PIE PRODUCTIONS</b>	
<b>SPECIAL REQUESTS and NOTES:</b> (This section is for any special requirements under the agreement.)	