LIVE@608: Get the Gig Digital
Music Agreement

Digital Music Agreement

This release sets forth the terms of the agreement ("Agreement") between the John Michael Kohler Arts Center ("Organizer") and the Owner of this sound and video recording ("You") regarding the use of certain videos of your performance of certain musical compositions by the Organizer on and in connection with the Organizer’s website, the homepage of which is located at www.jmkac.org/getthegig, or such successor URL chosen by the Organizer ("Organizer Site").

You will provide the Organizer with pre-recorded video(s) of your musical works ("Videos") of your performance of the musical compositions identified in Exhibit A (the "Musical Composition(s)"), in a mutually agreeable format.

You grant the Organizer, and anyone authorized by the Organizer, a non-exclusive, irrevocable and royalty-free license to reproduce, transmit, distribute, publicly perform, and otherwise use the Musical Composition(s) and the Video(s), in whole or in part, throughout the world in perpetuity in connection with the Organizer Site, including, without limitation, for permanent storage and real-time transmission on or in connection with the Organizer Site, for the purpose of making both the Musical Composition(s) and the Video(s) available on the Organizer Site and permitting end-users of the Organizer Site to access, copy, download, and listen to the Musical Composition(s) and the Video(s).

You also grant the Organizer, and anyone authorized by the Organizer, a royalty-free license to reproduce and use your name(s), likeness(es), image(s) and voice(s) and the name of your band (if any) (together with all trademark rights therein, the "Publicity Rights") on or in connection with the use of the Musical Composition(s) and the Video(s) and in any and all promotional or advertising material related to such use. The Organizer shall have no obligation to use the Musical Composition(s) or the Video(s), in whole or in part.

You understand and agree that you will not receive any monetary compensation as a result of any such use of the Musical Composition(s), Video(s), and/or Publicity Rights and that you will not be entitled to any royalty or additional compensation in connection with this Agreement.

Except with respect to the license granted to the Organizer, you will retain all rights, title and interest in and to the Musical Composition(s) and the Video(s), including without limitation, any and all copyright and other proprietary or intellectual property rights contained therein. You acknowledge and agree that the Organizer has no control over the use of the Musical Composition(s) and/or Video(s) by third parties who access these materials on the Organizer Site and that you will bear any risk and liability in the event that any such third parties make uses of the Musical Composition(s) and/or Video(s).

You represent and warrant that you are the sole author(s) of the Musical Composition(s); you are the sole owner(s) of all rights in or otherwise have the right to license the Musical Composition(s), the Video(s) and the Publicity Rights; you have the full right and authority to enter into this Agreement and to grant the Organizer the rights granted in this Agreement; and the Organizer’s use of the Musical Composition(s), the Video(s), or the Publicity Rights as contemplated under this Agreement will not infringe or violate the rights of any third party, including without limitation, any copyright, trademark, or right of privacy or publicity. These representations and warranties shall survive the termination of this Agreement for any reason.

You agree to indemnify and hold the Organizer and its respective affiliated entities, licensees, successors or assigns, harmless from and against any and all third party claims, and any and all liabilities, losses,
damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from or relating to your breach or alleged breach of this Agreement. The Organizer shall have the right, at its sole option, to defend and/or settle any such claim, demand, suit, action, or proceeding on such terms as it deems advisable. These indemnification obligations shall survive the termination of this Agreement for any reason.

This Agreement is not intended to create a partnership or joint venture between the Organizer and you. This Agreement constitutes the entire agreement between the Organizer and you with respect to the subject matter contained in this Agreement, and supersedes any prior agreements, representations or understandings, whether written or oral, by the parties with respect to such subject matter and may be amended or modified only by the parties' mutual written consent. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin, without regard to its choice of law provisions.

Band/Artist Representative

Date