

# **Zippitydodog Music Submission Agreement**

## **Why Submit**

1. Personalized Band Page
2. It's free
3. Chance to top the prestigious zippitydodog top 10
4. Impress your friends and get heard by industry big wigs

Please label all submitted material with artist's name. Please include a band or artist bio and a photo. Allow 2 weeks for processing. Submitted materials will be screened for content and **will not** be returned.

**This agreement describes the legal relationship between you (a solo artist or in the case of band submissions the individual acting as the legal representative of your band) and Nelson and District Credit Union (referred to as NDCU from hereon) and zippitydodog.com. By submitting any material or information to NDCU and/or subsidiaries or Funktion Design you explicitly confirm that you have read, understood and agreed to the following agreement:**

***You have the right to terminate this agreement and all licenses granted to us at any time.***

If you provide us with sound recordings, musical works and/or other material such as pictures, biographies, song lyrics, etc; collectively named "Standard Program Material", the following terms apply:

- 1) **License Grant:** You hereby grant to us and by the act of delivering Standard Program Material to NDCU, grant to us a nonexclusive, worldwide, royalty-free license to:
  - a) Reproduce, publicly perform, publicly display and digitally perform the Standard Program Material in whole or in part.
  - b) Create and use samples of the Standard Program Material solely for the purpose of demonstrating or promoting our or your products or services.
  - c) Use any trademarks, service marks or trade names incorporated in the Standard Program Material in connection with your material.
  - d) Use the name and likeness of any individuals represented in the Standard Program Material only in connection with your material.

## **General Terms**

- 1) **Ownership:** You retain ownership of the copyrights and all other rights in your songs, subject to the non-exclusive rights granted to us under this agreement. You are free to grant similar rights to others during and after the term of this agreement.
- 2) **Termination:** You may terminate this agreement at any time by so notifying us; the agreement will terminate upon our actual receipt of such notice. We may terminate this agreement at any time. Upon termination all of our licensing rights terminate.
- 3) **Representations and Warranties:** The term 'Material' means all material that you submit to us, including Standard Program Material, Sample Songs and Collateral Material as applicable. You represent and warrant that;
  - a) The Material is yours or your band's own original work and contains no sampled work. (sampling without permission violates two copyrights)
  - b) You have full right and power to enter into and perform this agreement, and have secured all third party consents necessary to enter into this agreement.
  - c) The Material does not and will not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights, rights of publicity or privacy or moral rights.
  - d) The Material does not and will not violate any law, statute, ordinance or regulation.
  - e) The Material does not and will not be defamatory, trade libelous, pornographic or obscene.
  - f) The Material does not and will not contain any viruses or other programming routines that detrimentally interfere with computer systems or data.
  - g) All factual assertions that you have made and will make to us are true and complete.

You agree to indemnify and hold our customers/members and us harmless from any and all damages and costs, including reasonable attorney's fees arising out of or related to your breach of the representations and warranties described in this section. You agree to execute and deliver documents to us, upon our reasonable request, that evidence or effectuate our rights under this agreement.

- 4) **Determining Type of Content:** We will implement and maintain business practices which enable us to accurately categorize content that you deliver to us. If we make an error in good faith, however and consequently exceed our license rights; your sole and exclusive remedy will be for us to take all reasonable steps to promptly correct the error as soon as we become aware of the error.
- 5) **Disclaimer:** We provide our products and services related to this agreement “AS IS” without warranty of any kind.
- 6) **Waiver of Certain Damages:** EXCEPT FOR A BREACH OF SECTION 3, NEITHER YOU NOR US WILL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL; OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT.

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness