



## MEDIA BROADCASTING AGREEMENT

This Media Broadcast Agreement (this "Agreement") is made effective as of \_\_\_\_\_  
between \_\_\_\_\_, the media creator / owner ("Owner") of \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_ and Steve Wolff ("Broadcaster") of 10534 Livewood  
Way, San Diego, California 92131.

### DESCRIPTION OF SERVICES.

1. The Broadcaster's JamTheWire.com site (hereafter, "Site") consolidates and broadcasts on-line to the public music and/ or video content ("Media") from unsigned artists' that are consolidated into different video streams.
2. The Owner seeks to have Media broadcasting on the Site and may select Media's stream positioning, broadcast duration and additional Media by choosing between for-cost plans (hereafter: "Plans").
3. The Broadcaster seeks (but does not guarantee) income from audience crowd-funding and each month will distribute forty percent (40%) of such income between all owners whose Media is broadcast on the Site for the entire month (hereafter: "Shareable Revenue").

**ASSIGNMENT OF RIGHTS.** Owner assigns to Broadcaster and Broadcaster's successors the nonexclusive right to use, compile and broadcast the Media on the Site worldwide. Owner also grants a limited, worldwide, non-exclusive license to other users of the Site such as those who publicly display, make available and otherwise communicate it to the public. The Media covered by this Agreement and the Plan(s) desired by the Owner are \_\_\_\_\_,

**PAYMENT OF ROYALTY.** In return for the rights granted in this Agreement,

1. Broadcaster will pay a portion of the Shareable Revenue to the Owner based on the number of Media the Owner has on the Site as a fraction of the total number of Media from all owners on the Site for each entire month (hereafter: "Royalty").
2. At the end of each month, Broadcaster will notify Owner of the Royalty, which shall be accrued by Broadcaster until it exceeds \$50. It will then be paid to the Owner at the end of that month, less any finance fees charged by payment services.

**AMMENDMENT AND TERMINATION.** This Agreement may be modified or amended, if in writing signed by both parties. Cancellation of this Agreement can occur for any reason by either party in writing and termination will occur at the end of the month such notification is received. Broadcaster will remove Site access to the Media. Royalty due to the Owner will accrue until, and will be paid at, the end of the month.

**REPRESENTATION AND WARRANTY.** Owner states that

1. Owner is an "**unsigned**", **independent** artist with no binding legal agreements with any outside person(s), record labels or other organizations relating to their ownership or control of the Media that limit Broadcaster's ability to legally use the Media as stated herein.
2. Owner's Media are **original** works and do not include content that is copyrighted, and/or owned by a third party, nor does it infringe or violate the rights of any third party, including, without limitation, any intellectual property rights, performers' rights, rights of privacy or publicity, or rights in confidential information and no further licensed permission is required for broadcasting on the Site.
3. Owner has obtained any and all necessary consents, permissions and/or releases from any and all persons appearing in Media in order to include their name, voice, performance or likeness in the Media and to broadcast the same on the Site.
4. The Media does not and will not create any liability on the part of Broadcaster and its successors. The Broadcaster reserves the right to remove Media if it is notified that any part of the Media breaches any of the foregoing representations or warranties, or otherwise infringes another party's rights or violates any law, rule or regulation pursuant to the Broadcaster's Copyright Dispute Policy, which is available on the Site.



## MEDIA BROADCASTING AGREEMENT

**INDEMNIFICATION.** Owner agrees to indemnify and hold harmless Broadcaster from any and all claims, liabilities, causes of action, damages, expenses, costs of defense (including reasonable attorneys' fees) and other costs arising out of or in any way related to any breach or claimed breach of any material representation, warranty or agreement by Owner contained in this Agreement that may be asserted against Broadcaster that result from the acts or omissions of Owner. This indemnity shall survive the termination of this Agreement.

**DISPUTE RESOLUTION.** This Agreement shall be governed by and interpreted in accordance with State of California laws. If a dispute arises under this Agreement, the parties agree to try to resolve the dispute themselves or using a mutually agreed-upon mediator in San Diego, California. If the dispute is not resolved within 30 days after referral to the mediator, then the parties shall refer same to be finally settled under Rule of Conciliation Arbitration of the International Chamber of Commerce, by one arbitrator appointed in accordance with said Rules in San Diego, California who shall apply the substantive laws of the United States. Either party may invoke this paragraph after providing 30 days of written notice delivered by registered mail to the other Party. All mediation and arbitration costs shall be shared equally by the parties. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**TRANSFER OF RIGHTS.** In the event that JamTheWire is purchased by a third party, this Agreement transfers to the buyer in its entirety and shall be binding on any successors of the parties. Otherwise, neither party shall have the right to assign its interests in this Agreement to any other party, without prior written consent, which approval shall not be unreasonably withheld.

**ENTIRE AGREEMENT.** This Agreement contains the entire Agreement of the parties, and there are no other promises or conditions in any other Agreement whether oral or written concerning the subject matter of this Agreement.

**SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Agreed and effective on the above date by:

**Copyright Owner/ Owner:**

**Broadcaster**

Name:

Steve Wolff/ Steve Wolff Services

Signature:

Signature:

Email:

JamTheWire@gmail.com