

## MASTER RECORDING DISTRIBUTION AGREEMENT

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BETWEEN:

[NAME OF DISTRIBUTOR]  
(the "Distributor")

- and -

[NAME OF PRODUCER]  
(the "Producer")

WHEREAS the parties hereto wish to enter into an agreement for the exclusive distribution of certain master recordings by Distributor on behalf of Producer, on the terms and conditions set out herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

1. Distributor hereby agrees to act as distributor of the master recordings embodying the compositions set out in Schedule A attached hereto and made a part hereof (which master recordings are hereinafter referred to as the "Masters" or individually as a "Master").
2. Producer represents and warrants as follows:
  - (a) that it is free to enter into and abide by the terms of this Agreement;
  - (b) that it is the sole owner of the Masters and of all the performances embodied thereon;
  - (c) that it has the right to grant exclusive distribution rights to Distributor, and to make each of the grants made hereunder;
  - (d) that no other person, firm or corporation has any right, title or interest in or to the Masters or any copy or duplicate thereof, inconsistent with Producer's rights therein, except as are specifically set forth in this Agreement;
  - (e) that it has not done nor permitted to be done, and that it will not do or permit to be done, any act or thing which is or may be inconsistent with Distributor's exclusive right to distribute the Masters and the performances contained thereon, or which may impair and/or curtail any of the rights granted under this Agreement;
  - (f) that, in connection with the recording of the Masters, all costs of recording, musician's fees, and royalties payable to any artist, arranger or copyist payable in respect of such recording have been paid in full, and that Producer will be solely responsible for any such royalties and costs, and will indemnify and hold Distributor harmless against any losses, damages, costs or claims of any parties resulting from the services of the artists and musicians whose performances are embodied on the Masters;
  - (g) that there are no liens, encumbrances and/or obligations against, upon or in connection with the Masters or the performances, other than as specifically set forth herein.
3. Producer agrees to "drop ship" an initial shipment of \_\_\_\_\_ records within \_\_\_\_ days of the date of this Agreement and shall, to the best of Producer's ability, continue to provide Distributor with a sufficient supply of records in order to allow Distributor to meet the demand from retail outlets.

4. Producer agrees to pay for all shipping and handling costs on each shipment to Distributor. Distributor shall be responsible for paying shipping and handling charges on any returns or unsold merchandise returned to Producer.
5. The term "records", as used herein, shall be deemed to mean all transcriptions, duplications, encoding or any other method, whether currently in existence or developed in the future, used to duplicate the performances embodied on the Masters, including but not limited to phonograph records, audio cassette tapes, digital audio tapes and compact discs.
6. Producer hereby assigns, transfers and grants unto Distributor, absolutely for the term of this Agreement, the exclusive right of distribution throughout the world without limitation (except as otherwise set forth herein) in and to the Masters and all copies thereof and in and to the performances embodied thereon, including but not limited to:

**THIS IS A 3-PAGE CONTRACT PLUS 1-PAGE SCHEDULE.**