Oklahoma Film & Music Office MP3 Release

As a participant in Oklahoma Film & Music Office (OF&MO) events or our online music directory, we would like to include your MP3, which will be made available to thousands of people as we promote Oklahoma's music industry at multiple venues and festivals throughout the year.

Submitted tracks will be considered for inclusion on CD's, Drop Cards, USB Drives, playlists, podcasts or any other media OF&MO uses to promote Oklahoma music to music supervisors and music licensing groups both in and out of state.

If you would like the opportunity to have one of your songs made available for the purposes listed above, please read the following and indicate so below. If after reading this agreement, you indicate your agreement to these terms, you will be asked to list the specific track you wish to share in the space on the next page marked "Exhibit A."

To whom it may concern:

In consideration of the agreement of Oklahoma Film & Music Office (hereafter referred to as OFMO) to place the master recordings listed on Exhibit A ('Masters') and to allow a broadcast over the Internet or on the OFMO Web Site ('Web Site'), the undersigned (Jointly and severally 'I') hereby agree as follows:

1. I hereby grant OFMO permission to place the Masters and all musical compositions embodied in same ('Compositions') on the Web Site to be hosted on servers contracted by OFMO, for such periods as OFMO may elect, in such formats (including downloadable MP3 and streaming audio, CD samplers, USB Drives) as OFMO may determine.

2. I acknowledge that the Masters and the Compositions will be available in unencrypted formats, and I understand that they may be freely copied by anyone with access to the Web Site or download cards. I agree that OFMO will not have any liability to me, and I will indemnify and hold OFMO harmless from any liability to any third party, in connection with (a) the use of the Masters and Compositions on the Web Site, (b) the copying from the Web Site by any third party of the Masters and Compositions, and (c) the use by any third party of any Masters and/or Compositions copied from the Web Site.

3. I acknowledge that during my live performances at OFMO sponsored events, OFMO has permission to videotape and broadcast these same Performances to the public over the Internet live and/or as an archive available to the public on the Web Site or other servers and Web sites contracted by OFMO. The Performance will be made available to the public at OFMO's discretion for a period up to 18 months, and afterward I may revoke permission in writing, within 10 working days of receipt of which OFMO shall remove the copy from its servers and shall not permit further transmission thereof.

4. I represent and warrant that I own and control all copyrights and other rights in and to the Performance, Masters and Compositions, and have the right to grant the rights herein granted.

5. I further agree that OFMO may use my name, likeness, voice, biographical material, as well as Performance, Masters, Compositions, and any and all other materials which I may supply in connection with this project, on the Web Site and in all advertising, promotion and other exploitations of same.

6. I understand that no commercial use of the Performance, Masters and Compositions beyond the rights granted herein will be permitted without the mutual consent of both parties.

7. This agreement shall become binding upon the parties only upon acceptance by OFMO. All rights herein granted are throughout the universe, for a period of three years from the date of acceptance by OFMO. This Agreement is to be governed and interpreted under Oklahoma law.

By filling out and submitting the information contained below, you are agreeing to the terms outlined in the Oklahoma Film & Music Office MP3 Release.

EXHIBIT A

Band / Musician

Track Title

Album

Name of Track Author

Name of Track Publisher

Name of Copyright Holder

Copyright Year

Name of Person Completing this release

Relationship to the band/musician

Address Line 1

Address Line 2

City

State

Zip

Phone

Email