



Synopsis of this Music Agreement:

- **You confirm ownership, publishing rights, and copyright for all music submitted. You cannot use another artist's music (known as a "cover song"). Submitted music must be *your* original composition.**
- **If it is selected for listing**, TBF Radio will include your music for airplay.
- No one with TBF Radio will owe you, your record label, agent, agencies of collection, or publisher money - or other form of compensation - for playing or promoting your music.
- This is an "Airplay for Exposure" agreement. We're going back to selecting songs on merit.

The following represents an agreement between the musician, artist, vocalist, musical group, record label, or agent acting on their behalf, and TBF Radio as part of BandFamous.com.

The explicit intent of this agreement is to gain permission for use of your music, song(s), lyrics, or any musical composition owned by the musician, artist, vocalist, musical group, or record label. In exchange for this *use*, you agree that the benefit received is exposure of your music. 1) All participants to this agreement admit there is value in songs being played on any online radio station, podcast, music source, or web site directly relating to exposure on TBF Radio; 2) All participants to this agreement consider this exposure as equal and fair compensation for use of the submitted song(s). 3) In addition, the musician, artist, vocalist, or musical group will be added to the Hall of Fame at bandfamous.com/halloffame and bandfamous.com/mobile/index.html#halloffame for free promotion.

Terms found in this agreement: Musician, artist, vocalist, musical group, record label, or agent acting on behalf of the musician, artist, vocalist, musical group, or record label, shall be referred to as "you" "your" or "yours", with binding signature under "ARTIST | BAND".

TBF Radio, and/or any online radio station, podcast, music source, or web site affiliated with BandFamous.com - as a group, they are

referred to as "The Partners", with binding signature under "TBF RADIO | BANDFAMOUS.COM".

Any song, composition, music, or lyrics provided by you shall be referred to as the "product". "Exposure" refers to the playing of your song on any of the parties outlined above as "making use of this service".

Online Radio Station, Internet Radio Station, podcast, or Music Source shall refer to any person or company using the Internet as a transmission device for playing music, song(s), or lyrics over the Internet.

Limitations:

Your ownership of the copyright and publishing rights to any music, song, or lyrics submitted by you to the Partners is mandated by this agreement. You also agree to inform us of any changes to ownership or publishing rights. Both of these items are considered understood, and are accepted in the binding of this agreement.

Should it be discovered ownership of copyright and publishing rights belong to anyone other than you, the Partners will attain legal counsel to contest any and all liability to pay, reimburse, exchange money or merchandise to anyone claiming legal ownership to the copyright or publishing rights of submitted product. **If a challenge is made relating to ownership of the product you submit, you agree to pay any and all legal fees, court costs, and/or penalties incurred by the Partners.**

An explicit understanding exists that an acknowledgement by e-mail shall be considered a legally binding act between all parties involved in this agreement: This includes the exchange of e-mail with or without name as long as the originating e-mail address is/has been used by the sending party at any time over the preceding six months, and if that e-mail address appears in the "From" heading as indicated by the recipient's e-mail software program.

Agreement and Conditions:

You agree to provide product on MP3, or WAV file to the Partners with no expectation of remuneration through money, trade or merchandise.

If your song is selected for listing at BandFamous.com the Partners agree to air your product for TBF Radio, online radio stations, podcasters, or to music sources they have affiliations with. **The Partners do not promise any guarantee of play, exposure, promotion or use of your product.**

The Partners sole responsibility is making your music, song, or lyrics available on TBF Radio, and easily accessible to podcasters, online radio stations, and music programmers.

The decision of your product being listed on BandFamous.com TBF Radio is at the sole discretion of the Partners. You, your legal representative, agent, or label may not challenge this decision. (It is possible for an artist's songs to be judged not good enough to earn a listing at TBF Radio).

It is understood by you that the decision to expose your music, song(s), or lyrics to the public rest solely with the Partners.

TBF Radio will not attempt to influence the decision of owners of affiliated Internet radio stations, online radio stations or any music source on your behalf.

Your submitted song may be chosen for use in a TBF Radio promotional purpose - if so, all aspects of this agreement apply.

By submitting this agreement via e-mail, U.S. postal service, fax, commercial carrier, or hand delivery, you agree that TBF Radio, or any participant within BandFamous.com, WILL owe you no money, trade, or merchandise, for expenses incurred by you in the creating,

preparing, recording, or shipping of your product. **You also acknowledge that the promotional value offered by the Partners is a fair exchange for any and all use of your product.**

Assignment:

The provisions of this agreement shall be binding upon you, your label, your agent, or any successor or merged company or companies acting on your behalf or on behalf of the Partners and BandFamous.com. This agreement shall automatically renew annually unless either party submits in writing to the other party intent to dissolve it.

Written intention to dissolve this agreement must be given at least ninety days to remove reference to you on BandFamous.com. Songs appearing as a promotional purpose of TBF Radio will continue to be used whenever the program that it is featured in is played.

Enforcement:

Failure on the part of TBF Radio with BandFamous.com to enforce any provision of this agreement shall not constitute a waiver of its rights under such provision or any other provisions of this agreement.

Album Name:

Label (if none - type "none"):

Basic Music Genre:

- Rock
- Country
- Pop
- Rap
- Dance
- World
- Jazz
- Spiritual
- Other

The following songs, music, and/or lyrics are included in this agreement.

If your music meets our quality guidelines, TBF Radio will select one or more songs for airplay.

Song #1 Title:

Composer:

Artist/Group:

Song Length:

Song #2 Title:

Composer:

Artist/Group:

Song Length:

Song #3 Title:

Composer:

Artist/Group:

Song Length:

Modification:

This agreement represents the entire understanding between you and TBF Radio. No waiver, alteration or modifications of any provision hereof shall be binding unless in writing and signed by authorized agents or employees of both parties to this agreement.

By submitting this form I give the Partners the right to play the songs listed above in exchange for the promotional value of said play. [Privacy Policy](#)

Band/Act Name:

Your Name:

Your Address:

City:

State:

Zip:

Phone
Number:

Country:

E-mail:

Web Site URL (if any):

I understand and agree to all conditions set forth in this "Airplay for Exposure" Agreement.

I also understand that submitting this form is a legally binding act between myself, my band, my agent and/or record label, and TBF Radio, BandFamous.com, or any online radio station using the service of TBF Radio.

AGREEMENT SIGNED BY

ARTIST | BAND:

TBF RADIO | BANDFAMOUS.COM:

Date:

Date: