



Meatloaf Media Submission Agreement

This agreement is entered into on _____ by _____, the Artist (hereafter "Artist") on the one hand, and Meatloaf Media LLC (hereafter "Meatloaf Media") on the other. It relates to the terms of Meatloaf Media's agency on behalf of the Artist, to market electronic media (hereafter "media") for which the Artist owns sole copyright. The parties agree as follows:

1. AGENCY

- 1.1. Artist appoints Meatloaf Media its non-exclusive agent to advertise and sell designated media as royalty-free to customers via the Internet through MeatloafMedia.com, and grants Meatloaf Media permission to display media in any format for that purpose for the period of three (3) years.
- 1.2. Thereinafter this agreement will renew automatically for another one-year term, unless either party requests in writing, a termination of this agreement.
- 1.3. This agreement goes into effect when Meatloaf Media acknowledges its acceptance by executing this agreement.
- 1.4. Meatloaf Media is authorized to enter into transactions for the sale of artwork on behalf of the Artist and may describe itself as an authorized agent for the Artist.
- 1.5. Meatloaf Media shall have sole discretion in selecting the electronic medium and format for advertising and/or displaying artwork, as well as in selecting the particular artwork for display and the period of time for which they are displayed.
- 1.6. Meatloaf Media shall have no responsibility for obtaining or maintaining any intellectual property protections for the media.
- 1.7. Artist warrants that Artist is the sole owner or controlling party regarding all intellectual property rights of all media submitted to Meatloaf Media. This includes, but is not limited to copyrights, trademarks, patents, and any other intellectual property rights that may be included in the submitted media.
- 1.8. Artist agrees that the submitted media does not infringe on any third parties right of privacy or publicity. Artist also agrees that Artist has obtained any and all written releases from any actors, performers, writers, and building owners necessary for a lawful release and distribution of the submitted media on MeatloafMedia.com
- 1.9. The Artist agrees to indemnify Meatloaf Media against all losses, damages, expenses and costs (including legal costs) arising out of any breach of this warranty, including without limitation where the Artist has stated there is a Release for an Image but no such Release exists, or where the Contributor has stated information regarding the Release which proves to be incorrect.
- 1.10. Artist agrees that any artwork, photography, web templates or stock video will be sold for unlimited royalty-free usage to customers. All other media and videos are licensed only for public performance by the purchasing church/organization.
- 1.11. Artist will have unlimited ability to supplement media represented by Meatloaf Media, subject to final content approval by Meatloaf Media.
- 1.12. Meatloaf Media reserves the right to accept or reject for inclusion any media for any reason.

2. PRODUCT PRICING, PAYMENTS AND NOTIFICATION

- 2.1. Meatloaf Media will offer media for sale at a suggested retail price. Meatloaf Media shall have sole discretion to set pricing, offer discounts to customers, or combine artwork among different Artists as part of a collection.
- 2.2. Meatloaf Media is entitled to a commission of 50% of the final sale price of the media.
- 2.3. Meatloaf media is solely responsible for product delivery to customers and insurance costs all

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- as apply.
- 2.4. Artist is entitled to 50% of the net sale price. Net Sales Price is defined as gross price less product refunds, discounts, marketing affiliates, and/or sub distribution compensation. In consideration for Meatloaf Media's commission, no fees, costs, assessments nor charges will be paid by the Artist.
- 2.5. Artists will be paid on the 15th of each month for sales of the previous month, beginning with the initial sale or licensing on the submitted media.
- 2.6. Artists will be compensated as a contract vendor, and will need to have a current W-9 form (or other applicable tax form) on file in Meatloaf Media's offices prior to initial payment.

3. INFORMATIONAL AND ADVERTISING MATERIALS

- 3.1. Artist will provide informational and advertising materials regarding artwork to Meatloaf Media for display for distribution purposes at Meatloaf Media's sole discretion, and grants Meatloaf Media the right to use Artist's name and likeness to promote the submitted media.
- 3.2. Materials detailed in 3.1 include but are not limited to photographs, descriptions of artwork, biographies, and reproductions of artwork.
- 3.3. Artist will submit to Meatloaf Media reproducible artwork and/or electronic files of artwork in the format of Meatloaf Media's choosing upon artwork's acceptance by Meatloaf Media.

4. ASSIGNMENT

- 4.1. Meatloaf Media shall not assign the benefit of this Agreement or subcontract its obligations hereunder without the written consent of the Artist, which consent may not be reasonably withheld.

5. TERMINATION

- 5.1. The agency created by this Agreement shall continue until terminated by either party upon the written notice to the other, thirty days before the desired termination date.
- 5.2. Thirty days after receipt of written notice Meatloaf Media will remove all media from display on the Internet and all corresponding information.
- 5.3. All pending transactions will be completed in accordance with the terms of this Agreement.
- 5.4. Meatloaf Media reserves the right to terminate this Agreement for any reason during the three (3) year period described in 3.3 above.

6. MISCELLANEOUS PROVISIONS

- 6.1. The capitalized headings in this Agreement are for ease of reference only and do not form part of the Agreement, nor affect its interpretation.
- 6.2. If any provision or part of a provision, in this Agreement is deemed void for any reason, it shall be severed from the Agreement without affecting the validity of the balance.
- 6.3. This Agreement contains the entire understanding of the Parties. There are no representations, warranties, conditions, terms or collateral contracts between them except as contained herein.
- 6.4. Nothing in this Agreement is intended to create a partnership between any of the Parties.
- 6.5. Time is of the essence in this Agreement.
- 6.6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which, together, shall be deemed to constitute a single document.

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Artist Signature _____ Date _____
 Name (Print) _____ Phone _____
 Street _____
 City _____ State _____ Zip _____