



# RELEASE AGREEMENT

26 April 2017

## “AMERICAN WORKS FOR TRUMPET” [working title] | ANDREW STETSON MS1664

THE PARTIES TO THIS AGREEMENT ARE **MSR MUSIC LLC (MSR)** AND **ANDREW STETSON (Artist)**.

### I. OWNERSHIP

The copyright in the recording and package design remain the property of the *Artist*, as do all Compact Discs produced from the master. The *Artist* represents and warrants that he/she has the right to provide for production and release the recording, liner notes, texts and images, and that the materials are free and clear of any other party's rights or interests. The *Artist* indemnifies MSR from any breach of the foregoing representation.

### II. RELEASE and DISTRIBUTION

Upon approval of the recording master, MSR agrees to design, produce, release, distribute and promote the Compact Disc “AMERICAN WORKS FOR TRUMPET” [MS1664] under the MSR Classics label. The CD will be distributed via webpage on the MSR website at \$12.95 per unit, plus applicable tax, shipping and handling. The MSR webpage will feature the CD cover, release information and mp3 audio sample (maximum 0:45). Domestic retail and online CD distribution will be established on a consignment basis through Albany Music Distributors. Online CD distribution will also be established through Amazon.com. Limited international CD distribution will be established through industry partners. Global digital distribution (download and stream) will be established through our industry partner. In all matters of distribution and exploitation, including synchronization licensing, MSR will act at all times as the *Artist's* agent, but will not enter into any exclusive arrangements without the *Artist's* consent. MSR is not liable for loss of or damage to CDs distributed on consignment.

### III. DESIGN and PRODUCTION

For the purposes of package design, the *Artist* will provide complete, detailed and final repertoire, liner notes, biographical information and recording credits, along with workable high resolution images, all in electronic form and all with necessary permissions in place. MSR reserves the right of approval of all materials submitted for production. The *Artist* will approve the layout and accuracy of all materials before final graphics are submitted for production. Costs associated with image licensing, package alterations (including, but not limited to, additional pages) and/or post-approval changes or corrective re-manufacture, will be covered by the *Artist*. One-thousand (1000) Compact Discs will be replicated in the following configuration: 6-page 4/1 color folder, 4/4 color tray card, UPC-barcode, 3-color screenprint CD label, clear-tray jewel case and shrinkwrap. Additional booklet pages are accompanied by incremental cost increases: 6 to 8 pages +\$100; 6 to 12 pages +\$300; etc.

### IV. PROMOTION

MSR will promote the release to print and online press; to radio, satellite and cable stations; and to other contacts, including library buyers and the film/television industry. The *Artist* will allow up to 120 CDs to be used for promotional efforts, and additional CDs as becomes necessary. MSR notifies the *Artist* of all known responses and/or opportunities that arise from promotional efforts. Excerpts from resulting press and other mentions are posted on the *Artist's* MSR webpage. The method, manner, extent and scheduling of promotion relating to the CD and derivatives thereof will be at the sole discretion of MSR. Unless instructed to do otherwise, MSR will send two (2) CDs to the Library of Congress in fulfillment of their Mandatory Deposit provision. Upon request for an additional fee MSR will register the release with the Copyright office.

### V. ADVERTISING

The *Artist* will be offered the opportunity to participate in MSR print advertising, the cost of which is divided equally among participants. MSR will determine the content, design and placement of the advertisement. Participation is optional.

### VI. ROYALTIES

MSR will provide the *Artist* with a royalty statement and payment each January for CD and digital sales made in the period January 1 through December 31 of the previous year. In the event a payment due is not greater than \$25, sales may be rolled into a subsequent cycle. Payments are combined with those relating to other releases in the MSR catalog. Royalty Rates are as follows: [1] Upon the collection of funds for CDs sold, fulfilled and not returned via the MSR webstore, MSR will credit the *Artist* \$7.00 per CD. [2] Upon the collection of funds for CDs sold, fulfilled and not returned via Amazon.com, MSR will credit the *Artist* \$4.50 per CD, less a single annual \$5.00 shipping fee. [3] Upon the collection of funds for CDs sold, fulfilled and not returned via Albany Music Distribution and/or other distributors, MSR will credit the *Artist* \$3.50 per CD. [4] Upon the collection of funds from digital distribution, MSR will credit the *Artist* 50% of net sales. [5] Upon the collection of funds resulting from third party exploitation, including synchronization licensing, MSR will credit the *Artist* 50% of net revenue. To receive royalty payments, the *Artist* is required to provide a valid Tax ID number, where applicable. One Royaltor is to be designated per release. Royalty payments are withheld until all outstanding balances are fully recouped. *Artist* retains 100% of revenue from sales made as a result of their own efforts.



**VII. MECHANICAL LICENSING**

Regarding CDs, mechanical licenses for recorded works not in the Public Domain must be provided to MSR prior to manufacture. At the request of the *Artist*, MSR can arrange for mechanical licensing, in which case the *Artist* covers the cost of the mechanical license administration as well as a full advance on mechanical license royalties due. Regarding digital distribution (i.e. iTunes), mechanical licenses for recorded works not in the Public Domain are secured by MSR. *Artist* covers the cost of any possible digital download license administration and/or digital download royalties.

**VIII. STORAGE**

A maximum of 300 CDs will be stored at MSR facilities at no charge to the *Artist*. MSR is not liable for loss of, or damage to, CDs or bulk production parts (discs and print inserts) held in storage.

**IX. PAYMENT**

The standard Base Cost of the design, production, distribution, promotion and storage as described is **\$4650**. The *Artist* shall pay MSR at least one half of the Base Cost (**\$2325**), prior to any action taken by MSR on behalf of the *Artist*. The remainder of the Base Cost, plus/minus all additional fees and/or adjustments, is due prior to the commencement of CD production. The *Artist* shall cover transaction fees associated with payment.

**X. SHIPPING and TAX**

In addition to the Base Cost, the *Artist* shall pay the cost of the shipping of production parts to the manufacturer, and the cost of shipping CDs from the manufacturer to MSR and other designated addresses. In addition, for purposes of distribution, the *Artist* shall pay the cost of shipping CDs to Albany Music Distributors and/or to any other third party, and/or for the purpose of secondary or individual promotion, including contacts in press and radio. The *Artist* shall pay the cost of shipping CDs to and from MSR at which time CD stock requires replenishment. The *Artist* shall pay applicable sales tax on CDs shipped to addresses within the State of Connecticut.

**XI. ADDITIONAL CHARGES**

Any charges other than those previously described arising from the action, inaction or misrepresentation of/by the *Artist* shall be the responsibility of the *Artist*. Where possible, such charges will be approved by the *Artist* in advance.

**XII. SUMMARY**

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof and no modification, waiver, termination or discharge of this Agreement or any provision hereof, shall be binding unless signed by each party. No waiver of any provision or default under this Agreement shall affect either party's rights thereafter to enforce such provision or to exercise any right or remedy in the event of any other default whether or not similar. This Agreement and all its provisions shall be interpreted and construed in accordance with the laws of the State of Connecticut, and may be altered only by mutual written consent. The *Artist* may withdraw from this Agreement at any time provided that all costs relating to the project have been paid in full. Any costs associated with the withdrawal from this Agreement must be covered by the *Artist*. All terms, conditions and costs of this Agreement are to be kept strictly confidential, unless disclosure is required by law.

26 April 2017

Robert LaPorta  
MSR MUSIC LLC

DATE

Andrew Stetson  
ARTIST

DATE