

MLB Music Publications

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A Division of
MLB Diversified



*"Success Through
Diversification"*

**DRAFT:
SUBJECT TO
CHANGE WITHOUT
NOTICE**

February ??, 2013
AGREEMENT # 1302??
BETWEEN

MLB MUSIC PUBLICATIONS (MLBMP)
and
YOUR NAME (CLIENT)

This is an agreement between MLB Music Publications, a Division of MLB Diversified, as represented by Richard H. LaLumondier (hereafter collectively referred to as MLBMP) and YOUR NAME (hereafter referred to as CLIENT) to non-exclusively advertise and sell the music of CLIENT via the MLB Music Publication Web Site (hereafter collectively referred to as MPWS) consistent with the following:

1.0 Definitions Used Herein:

- 1.1 Actual Sale Price –AcSP – The sale price of the composition as noted on the CLIENT's MPWS.
- 1.2 Credit Card Fee CCFee- The fee charge by the credit card processing company to process a credit card payment.
- 1.3 Additional fee –AdFees—any additional fees charged as a result of a particular sale.
- 1.4 Credit Card Charge Backs – CCCB – All credit card charge backs and any related fees charged by the credit card company relative to that charge back including all additional charges related to the return or cancellation of an order.
- 1.5 Written – Written notifications shall also mean notification by e-mail.
- 1.6 Commission – the fee paid to MLBMP for selling the CLIENTS compositions as calculated herein.

2.0 MLBMP agrees:

- 2.1 To advertise all the music CLIENT sends to MLBMP by noting the composition on a page of the MPWS, by sending emails to prospective customers and via other electronic media.
- 2.2 To allow CLIENT to use, at no charge, one page of the MPWS to display his compositions for sale.
- 2.2.1 The design of the MPWS shall be solely at the discretion of MLBMP with comments from the CLIENT used at the discretion of MLBMP.
- 2.2.2 The sale price of a composition or groups of compositions noted on the MPWS shall be determined by MLBMP with the approval of the CLIENT.
- 2.2.3 The means and approach of selling the CLIENT's music shall be determined by MLBMP with suggestions from the CLIENT being welcomed.
- 2.3 To send CLIENT a check on or before the 15th of each month representing the ASP for each composition sold less a 25% commission for MLBMP as calculated:

$MLBMPFee = (AcSP - CCCB - AdFee - CCFee) * .25$

$ClientFee = AcSP - CCCB - AdFee - CCFee - MyFee$

For example:

Composition	PricePer	No Bought	Actual sale Price	Credit Card Charge Back	Additional Fees	Credit Card fee	MLBMP Fee (25%)	CLIENT Fee
Composition 1	\$15.00	1	\$15.00	\$15.00	\$1.00	\$0.45	-\$0.36	-\$1.09
Composition 1	\$12.00	1	\$12.00	\$12.00	\$0.00	\$0.36	-\$0.09	-\$0.27
Composition 1	\$14.00	1	\$14.00	\$0.00	\$0.00	\$0.42	\$3.40	\$10.19
Composition 1	\$1.75	30	\$52.50	\$0.00	\$0.00	\$1.58	\$12.73	\$38.19
Composition 1	\$2.50	60	\$150.00	\$0.00	\$0.00	\$4.50	\$36.38	\$109.13
TOTALS			\$243.50	\$27.00	\$1.00	\$7.31	\$52.05	\$156.15

2.3.1 Payments shall only be made in those months in which the accumulated fee owed to the CLIENT as noted in 2.3 (since the last monthly payment) exceeds \$100.00.

2.3.2 MLBMP does not guarantee to sell any composition of the CLIENT; only to advertise the CLIENTS compositions via his e-mail list and via other internet methods on a regular basis. (at this point

MLBMP

CLIENT

<p>every two weeks)</p> <p>3.0 CLIENT agrees:</p> <p>3.1 To affirm that each composition supplied is solely the work of CLIENT and that no other person or groups of persons, or entities hold any claim to the composition given to MLBMP unless a letter from that other person or groups of persons, or entities is supplied with the composition giving the CLIENT permission to use the material in question.</p> <p>3.2 To supply a .pdf or finale and audio mp3 version or equivalent version of the composition to be used on the MPWS to advertise the said composition.</p> <p>3.2.1 As needed, CLIENT may make arrangements with MLBMP to have these functions handled by MLBMP under the following agreement for each composition:</p> <ul style="list-style-type: none"> • MLBMP will prepare a FINALE version of the composition to the satisfaction of the CLIENT. • From the FINALE version of the composition, MLBM with prepare a .pdf version which will be the copy used for sale. • From the FINALE version of the composition, MLBM with prepare an audio mp3 version which will be a used to help sell the composition on the CLIENTS website. • In return for this service, CLIENT agrees to pay MLBMP \$1.50 for each measure in the composition (not counting empty measures). <p>3.3 To pay MLBMP 25% as noted above and calculated as noted herein as a commission for handling the advertising and selling of each composition.</p> <p>3.4 To be in full compliance with all applicable Federal State and Local laws governing the composing of music for sale over the internet.</p> <p>4.0 Both agree:</p> <p>4.1 That this agreement shall become effective on the date noted above, and shall remain in effect until cancelled by either party as noted herein.</p> <p>4.2 Either MLBMP or CLIENT may cancel this contract for any reason without cause upon 30 days written notice to the other party</p> <p>4.2.1 This contract shall remain in full force during that 30 day period.</p> <p>4.2.2 Upon cancellation and after the 30 day notice period, all the CLIENT's material, owned and supplied by the CLIENT. will be returned to the CLIENT and MLBMP will no longer sell any of the CLIENTS compositions on MPWS or any where's else.</p>	<p>_____</p> <p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p> <p>_____</p>
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Richard H. LaLumondier
President and Secretary
Box 2871
Montgomery Village, MD 20886
301-906-7582

Date

YOUR NAME
YOUR TITLE
YOUR ADDRESS
YOUR CITY, STATE, ZIP
YOUR SOCIAL SECURITY NUMBER
YOUR PHONE NUMBER

Date