

**‘F-Bomb Records Presents... If It Ain’t Broke ... Hit It Harder!’
CD Compilation Series**

ARTIST CD COMPILATION SUBMISSION AGREEMENT

The F-Bomb Records compilation CD series is about exposing new indie talent to a wider audience via the compilation recordings themselves as well as plans for radio, print and internet campaigns.

F-Bomb Records (a division of Zero Music Group, LLC) will produce the compilation and absorb all costs related to CD manufacturing, artwork, organization, distribution and promotion of the compilation.

F-Bomb Records will retain all sales proceeds in consideration for the production and promotion as previously described. F-Bomb Records assumes any profit/loss risk from its costs actually contracted for and actual sales proceeds. It does not assume any cost or liability risk associated with any third party claims or any claims by the undersigned whatsoever. (Artist compensation is covered in B) 3 and B) 4 below.)

A) Rights holder(s) (artist, label and /or otherwise) hereby agrees to:

- 1) Grant permission to F-Bomb Records to include artist track royalty free, including the waiving of mechanical royalties. F-Bomb Records is granted non-exclusive license of the track for the production life and sales life of the compilation and promotion of the compilation. The term of production life and sales life is at the sole discretion of F-Bomb Records. Promotion may include servicing to radio, press and streamed sound clips on the internet. Any and all promotion for CDs sold or marketed by F-Bomb Records shall be determined and made exclusively by F-Bomb Records at its sole discretion.

(All music submitted remains the property of the artist. F-Bomb Records assumes no rights in regards to publishing or third party licensing of the artists material.)

- 2) Provide CD-R of the specified track or the commercial CD product the track comes from, should it be available.
- 3) Provide a logo or grant permission to create a temporary logo should the artist not have one. The logo must be in digital format (Photoshop, .tiff, .gif, .jpeg formats accepted). The logo may be used on www.fbombrecords.com, in print and possibly on www.zeromusicgroup.com to promote the compilation and artist. The logo may or may not be used on the compilation layout/artwork.
- 4) Provide a 100 to 200 word bio covering the artist’s accomplishments and history to be featured on www.fbombrecords.com and possibly on www.zeromusicgroup.com. F-Bomb Records reserves the right to exclude or edit the wording of the bio.
- 5) Provide artist press pic in digital format to be included on www.fbombrecords.com and possibly www.zeromusicgroup.com

B) F-Bomb Records in turn will provide:

- 1) Local and internet distribution of the compilation as well as national and international sales of the compilation via mailorder outlets worldwide. Consistent exposure (a minimum of six (6) months) on www.fbombrecords.com in relation to the CD compilation promotional campaign, including artist bio, link to artist and/or label website and artist pic (if available). A link to the artist or label site will be printed within the cd booklet. A select and limited, locally focused, publicity and radio campaign will be launched to support the compilation's release. Soundclips of the track featured on the compilation may be featured as well at the discretion of F-Bomb Records.
- 2) Compilation CD promotion ad banner for artist to place on artist's website and link to F-Bomb Records website if they so choose. Ad banner contents are solely at the discretion of F-Bomb Records. Ad banner will be provided within 30 days from 1st date of sale of CD. It will be in 468 X 60 pixels in size.
- 3) Two (2) complimentary copies of the compilation per band member for each artist included on the compilation.
- 4) Additional copies of the compilation, which will be available to the artist/label at a reduced price of \$5.00 per unit. These reduced price copies of the compilation are being offered (along with the complimentary copies provided in point 3, above) in lieu of royalty compensation. Copies purchased by the artist may be given away as promotional items or sold as the artist sees fit.

C) Digital Distribution

1) F-Bomb Records may, at it's discretion, distribute the compilation via the internet through the means of authorized and licensed digital distribution outlets at the rate of \$.99 per single track. Payments will be made to the artist equal to 50% of 90% of the net wholesale price that F-Bomb Records receives from Licensees based on the sale and usage of your master recording.

D) Miscellaneous Items

1) F-Bomb Records may, at it's discretion, manufacture t-shirts, caps, etc. for the 'If It Ain't Broke ... Hit It Harder!' brand. Compilation bands are invited to participate in a share of profits by purchasing these items at a discounted rate if they wish. A listing of items and pricing will be sent to all participating artists as the items are made available.

All requirements above [Items A) 1 – A) 5] must be met by January 15, 2007. Logo, press pic(s) and promotional copy may be emailed to accepted@fbombrecords.com as long as the file size does not exceed 3MB. If file size is an issue, an alternate arrangement for receiving above materials may be considered.

FORM A: ARTIST SUBMISSION FORM

ARTIST NAME: _____

CONTACT PERSON: _____

EMAIL OF CONTACT PERSON: _____

PHONE # FOR CONTACT PERSON: (____) - ____ - _____

RECORD LABEL (if applicable): _____

PUBLISHER (if applicable): _____

TITLE OF TRACK SUBMITTED: _____

LENGTH OF TRACK ____ : ____

WRITER(s): _____

MUSICIANS / INSTRUMENTS PLAYED ON TRACK:

_____/ _____
_____/ _____
_____/ _____
_____/ _____
_____/ _____
_____/ _____

(Optional) IF ORDERING COMPILATION CDS IN ADVANCE:

Quantity: _____ **X \$5.00 =** _____

Cheques may be made payable to Zero Music Group, LLC.

COPYRIGHT NOTICE: ANY AND ALL MATERIAL USED IN PART OR WHOLE THAT IS PROTECTED BY COPYRIGHT HELD BY ANOTHER PARTY OTHER THAN THE SUBMITTING PARTY MUST BE CLEARED BY THE COPYRIGHT HOLDER(S) PRIOR TO SUBMITTING THE MATERIAL. APPROVALS MUST BE SUBMITTED WITH THE MATERIAL. F-BOMB RECORDS AND ZERO MUSIC GROUP, LLC DOES NOT ASSUME ANY LIABILITY OR RESPONSIBILITY FOR THE USE OF COPYRIGHT MATERIAL WITHOUT PERMISSION.

Representation and Warranties:

The under signed Artist or Interested Party, represent and warrant that they, (a) have the power and authority to grant the aforementioned rights to F-Bomb Records and Zero Music Group, LLC and no other authorization is required, and in so doing (b) will not violate any provisions of law, or any agreement or other

instrument to which the undersigned is a party. F-Bomb Records and Zero Music Group, LLC does not assume any risk whatsoever or liability for any third party claims.

Assignment:

The undersigned Artist or Interested Party shall not assign this agreement or any interest in it without the prior written consent of F-Bomb Records or Zero Music Group, LLC.

I, (rights holder) _____ agree to all the TERMS PROVISIONS OF AGREEMENT and COPYRIGHT NOTICE. All information provided is accurate to the best of my knowledge.

(signature) _____ (date) ____ / ____ / ____

(signature for additional rights holder if applicable)
_____ (date) ____ / ____ / ____

AGREED:

F-Bomb Records

By _____

This form along with all materials (CD-R or original, logo, press pic, bio) specified in the Terms of Agreement must be turned in to F-Bomb Records no later than January 15, 2007.

FORM A may be faxed in. CD of track being submitted must be mailed (no MP3s!). Logo, press pic and bio may be emailed. **CONTACT INFO BELOW:**

eMail Skid at skid@fbombrecords.com or Mark at mark@fbombrecords.com

Phone: 480.898.7008

Fax: 480.323.2543

Mail:

F-Bomb Records

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