

Agreement

The following agreement is made between:

Jazz Coordination Association of WA (JazzWA) and **Jazzaziz** of the one part

And

the **undersigned artist (Artist)** of the other part.

It is agreed:

- i) That if the Artist's submitted track (**Track**) is selected for inclusion on the 'Jazzaziz Volume 5' compilation CD (**CD**) it will be used for promotional purposes only.
- ii) That the Track shall be used for the CD only and if the parties wish to exploit any future commercial opportunities arising in relation to the agreed use of the Track, this would form the subject of a separate agreement.
- iii) That if the Track is selected for inclusion on the CD, the Artist shall provide the Track in consideration of the promotional benefits connected with such inclusion on the CD and no fee will be paid for the use of the Artist's submitted track on the CD.
- iv) That if, on April 19th 2010 (the date of the deadline for submissions of Tracks), the Artist is not already a Premium Member of JazzWA or if the Artist is not already covered by an existing Band Membership of JazzWA or if the Artist is not a current Honorary Member of JazzWA; the Artist agrees to pay for either:
 - a) 1 years Premium Membership of JazzWA (at a cost to the Artist of AUD\$44); or
 - b) 1 years Band Membership of JazzWA (at a cost to the Artist of AUD\$22 multiplied by the number of members of band that recorded the Track being submitted)from the date of the deadline for submissions of Tracks (April 19th 2010) whether the Track is included on the CD or not.

Artist's Warranty

The Artist warrants that the Artist:

- i) is fully authorised to enter into this agreement; and
- ii) is either:
 - a. the owner of the copyright in the track; or
 - b. the authorised representative of the holder(s) of the copyright in the track.

Artist's Indemnity

The Artist will at all times indemnify and keep indemnified the Distributor JazzWA and Jazzaziz and both their respective officers, principals and members (in this referred to as "those indemnified") from and against any loss (including reasonable legal costs and expenses) or liability incurred by any of those indemnified arising from any claim, demand, suit, action or proceeding by any person against any of those indemnified where such loss or liability arose out of:

- i) any breach of this Agreement by the Artist;
- ii) any breach of the warranty referred to herein; and
- iii) any infringement or alleged infringement of the rights, including the Intellectual Property Rights of any person occurring by the use of the Track in accordance with this Agreement.

Signed by:

The Artist

Artist's Full Name (Signed) (Dated)

Name of witness (Signed) (Dated)

Signed on behalf of:

Jazz Coordination Association of WA Inc. (JazzWA)

Name/Position (Signed) (Dated)

Jazzaziz

Name/Position (Signed) (Dated)

