

NON-EXCLUSIVE SONG PLUGGING, PUBLISHING AND ADMINISTRATION AGREEMENT

As of DATE _____

(SONGWRITER) _____ agrees to allow

(PUBLISHER) NASHVILLE COOL! LLC to non-exclusively pitch

songs as listed on Schedule A.

1. **ENGAGEMENT** SONGWRITER agrees that PUBLISHER shall have the right to submit the SONG for consideration to third parties for the purposes of obtaining placements and issuing licenses. PUBLISHER agree to use its best efforts on behalf of the SONG. PUBLISHER shall provide SONGWRITER positive responses received by PUBLISHER in a written or verbal formal within a reasonable time after such response is received by PUBLISHER.
 - 1.1. A SONG shall be deemed to have been placed if a release date is set and it is offered for sale world-wide.
 - 1.2. If PUBLISHER fails to secure a license, all rights remain with the SONGWRITER and this agreement is null and void.
 - 1.3. SONGWRITER agrees to not to enter into any exclusive agreements or agreements of any kind with third parties, that will interfere with this Agreement.
 - 1.4. SONGWRITER acknowledges that this undertaking is speculative, and no representations or guarantees have been made that any placements will be secured.
 - 1.5. If PUBLISHER secures a hold or placement for SONG, SONGWRITER shall immediately notify third parties to stop trying to place SONG until a determination has been made. SONGWRITER will notify PUBLISHER immediately if a third party has secured a hold or placement for the SONG.
 - 1.6. SONGWRITER has obtained permission from all co-writers of the SONG as listed on Schedule A for PUBLISHER to secure placements and obtain licenses for SONG.
2. **TERM** This Agreement shall begin on the song's signing date as listed on Schedule A for a period of one (1) year and will continually renew for an additional 1 year time period unless PUBLISHER is given written notice at least thirty days prior to the end of the TERM.
3. **COMPENSATION** For valuable consideration in accordance with this Agreement
 - 3.1. If PUBLISHER achieves placement for the SONG during the TERM, or after the TERM to a maximum additional time of 6 months, SONGWRITER shall convey to PUBLISHER an undivided 50% of "publishers share" of Copyright, plus 100% of Administration Rights.

- 3.1.1. Annexed hereto is a letter of "Assignment" from SONGWRITER to performing rights society which shall put into effect the provisions of this paragraph. SONGWRITER shall sign and deliver to PUBLISHER copies of letter simultaneously herewith with release date, and in default thereof PUBLISHER are hereby authorized and empowered by SONGWRITER to sign copies of this letter for and on behalf of SONGWRITER and submit same to the appropriate society.
 - 3.2. As ADMINISTRATOR, PUBLISHER shall issue all license(s) on behalf of SONGWRITER's fraction portion of the SONG and collect 100% of the associated gross receipts.
 - 3.2.1. PUBLISHER shall forward income receipts and pay to SONGWRITER one hundred percent (100%) of the "songwriter share" less a fifteen percent (15%) administration fee within 15 days of receiving. PUBLISHER shall retain the assigned "publisher's share". SONGWRITER may audit PUBLISHER'S accounting records of SONGWRITER'S income at PUBLISHER office during normal business hours and upon 30 day written notice.
4. **REPRESENTATION & WARRANTIES** SONGWRITER represents and warrants as follows:
 - 4.1. SONGWRITER has full right, power, and authority to enter into this Agreement;
 - 4.2. SONG does not infringe upon or violate the copyright of any other work, or contain any un-licensed samples;
5. **INDEMNIFICATION** The Parties hereby agree and shall indemnify and hold harmless and its successors, licensees and assignees from and against all claims, liabilities, damages, costs or expenses arising from any breach by the other Party of any representation, warranty or agreement made by the Parties.
6. **MISCELLANEOUS**
 - 6.1. This Agreement has been entered into in, and is to be interpreted in accordance with the laws of, the State of Tennessee.
 - 6.2. In the event that a dispute arises between any or all of the parties hereto, it is agreed that such matters will be limited to arbitration, and further, that each party is responsible for their own respective fees and costs for arbitration, including attorneys' fees, and same is not recoverable to any party. All actions or proceedings seeking the interpretation and/or enforcement of this Agreement shall be brought only in the Metropolitan Nashville-Davidson County, Tennessee.
 - 6.3. This Agreement shall be deemed fully executed and legally binding when all owners of the SONG have signed. This Agreement may be executed in individual counterparts, all of which shall collectively be deemed one Agreement. A facsimile or electronic signature shall be deemed an original signature for all purposes of enforceability.

7. AGREED AND ACCEPTED:

PUBLISHER:

(Signature/Date)

Nashville Cool representative: Nancy Deckant

Email: nancy@nashvillecool.com

Phone: 615.618.6600

2149 Branch Oak Trl, Nashville, TN 37214

(Signature/Date)

Songwriter (printed)

Email:

Phone:

Address:

Soc Security: