



t h e m e r g e

Thanks for submitting the below noted music video or live performance for consideration for broadcast, webcast, mobile cast on THE MERGE

This letter of agreement will confirm the terms and conditions for the broadcast Rights that you hereby grant to The Merge, which produces The Merge show for broadcast TV, cable, satellite TV, mobile hand held devices, internet and for www.themergeshow.com

1. You hereby grant The Merge and the production company and copyright holder of The Merge, Mimi Productions its, successors and its affiliates, assigns, (hereafter collectively called "MERGE") in perpetuity, the irrevocable right and license to record, broadcast and exploit the music video or live performance identified below (the "Video") on The Merge throughout the world (including but not limited to all future shows, television stations and internet and mobile properties). Such broadcast rights include without limitation broadcast by terrestrial television, satellite, cable, pay, DBS, IPTV, and SMATV means as well as every other form of television transmission or broadcast available now or in the future. You warrant and agree that The Merge will not be required to make any payment to you or any other third party in the exercise of the rights granted herein and you hereby acknowledge that you shall receive valuable consideration in the form of promotion of the musical artists featured in the video.
2. You represent that you have the full right and authority to grant to The Merge full and unrestricted broadcast rights and internet use as described in paragraph 1 to the Video and that our exercise of such rights shall not constitute an infringement of any Copyright, civil, personal or property right of any third party. You further warrant that you have secured all consents, licenses, clearances of every kind necessary to permit free and unencumbered broadcast of the Video on The Merge.
3. It is understood and agreed that The Merge shall have no obligation to broadcast your Video and that the decision with respect to the same shall be determined in our sole discretion.
4. You hereby agree to indemnify The Merge, its officers, employees and agents, from and against any and all claims, demands, actions, losses, liabilities, costs and expenses arising from your breach or alleged breach of any term, warranty or condition of this agreement. You agree to reimburse The Merge on demand for any payment made or incurred by The Merge provided the claim concerned has been settled or has resulted in an enforceable judgment. The Merge shall have the right in its absolute discretion to settle, compromise or satisfy any judgment that may be rendered, or resolve or dispose of any other manner, any claim, matter, action or proceeding.

MERGE SUBMISSION PAGE TWO

MUSIC VIDEO or LIVE PERFORMANCE SUBMITTED

Artist: _____

Song Title: _____

CD/Album Title : _____

OR Club/Venue (if live video)

Director: _____

Record Label (if any) _____

OR Location/City (if live video)

I hereby confirm my acceptance of the above terms and conditions, executed on

Date

Print Name

Signature