

AGREEMENT

This release sets forth the terms of the agreement (“Agreement”) between Tharedcarpet.com (“Website”) and _____ (“You”) regarding the use of certain sound recordings of your performance of certain musical compositions by the Website on and in connection with the website’s landing page of which is located at www.tharedcarpet.com or such successor URL chosen by the Website (“Tharedcarpet.com”).

You will provide the Website with pre-recorded sound recording(s) (“Sound Recordings”) of your performance of the musical compositions identified in Exhibit A (the “Musical Composition(s)”), in a mutually agreeable format.

You grant the Website, and anyone authorized by the Website, a non-exclusive, irrevocable and royalty-free license to reproduce, transmit, distribute, publicly perform, and otherwise use the Musical Composition(s) and the Sound Recording(s), in whole or in part, throughout the world in perpetuity in connection with the Website, including without limitation, for permanent storage and real-time transmission on or in connection with the Website, for the purpose of making both the Musical Composition(s) and the Sound Recording(s) available on the Website and permitting end-users of the website access, copy, download and listen to the Musical Composition(s) and the Sound Recording(s).

You also grant the Website, and anyone authorized by the Website, a royalty-free license to reproduce and use your name(s), likeness(es), image(s) and voice(s) and the name of your brand (if any) (together with all trademark rights therein, the “Publicity Rights”) on or in connection with the use of the Musical Composition(s) and the Sound Recording(s) and in any and all promotional or advertising material related to such use. The Website shall have no obligation to use the Musical Composition(s) or the Sound Recording(s), in whole or in part.

You understand and agree that you will not receive any monetary compensation as a result of any such use of the Musical Composition(s), Sound Recording(s), and/or Publicity Rights and that you will not be entitled to any royalty or additional compensation in connection with this Agreement.

Except with respect to the license granted to the Website, you will retain all rights, title and interest in and to the Musical Composition(s) and the Sound Recording(s), including without limitation, any and all copyright and other proprietary or intellectual property rights contained therein. You acknowledge and agree that the Website has no control over the use of the Musical Composition(s) and/or Sound Recording(s) by third parties who access these materials on the Website and that you will bear any risk and liability in the event that any such third parties make uses of the Musical Composition(s) and/or Sound Recording(s).

You represent and warrant that you are the sole author(s) of the Musical Composition(s); you are the sole owner of all rights in or otherwise have the right to license the Musical Composition(s), the Sound Recording(s) and the Publicity Rights; you have the full right and authority to enter into this Agreement and to grant the Website the rights granted in this Agreement; and the Website’s use of the Musical Composition(s), the Sound Recording(s), or the Publicity Rights as contemplated under this Agreement will not infringe or violate the rights of any third party, including without limitation, any copyright, trademark, or right of privacy or publicity. These representations and warranties shall survive the termination of this Agreement for any reason.

You agree to indemnify and hold the Website, Black Diamond Enterprises, Inc., and their respective affiliated entities, licensees, successors or assigns, harmless from and against any and all third party claims, and any and all liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys’ fees) arising from or relating to your breach or alleged breach of this Agreement. The Website shall have the right, at its sole option, to defend and/or settle any such claim, demand, suit, action, or proceeding on such terms as it deems advisable. These indemnification obligations shall survive the termination of this Agreement for any reason. This Agreement is not intended to create a partnership or joint venture between the Website and you.

This Agreement constitutes the entire agreement between the Website and you with respect to the subject matter contained in this Agreement, and supersedes any prior agreements, representations or understandings, whether written or oral, by the parties with respect to such subject matter and may be amended or modified only by the parties' mutual written consent. This Agreement shall be governed and construed in accordance with the laws of the State of Alabama.

[_____]

[Tharedcarpet.com - Website Purpose]

Signature Line for each Musician

Signature

Name of Musician

Name

Title

Date

Date

Exhibit A
The Musical Compositions