

## DIGITAL MUSIC DISTRIBUTION AGREEMENT

**TO: KEVIN LOVE O/A HERON CREEK MUSIC** (the "Agent")  
118-5 Jacksway Crescent, London, Ontario, Canada N5X 3T6

### **INTRODUCTION:**

- The Agent owns and operates a website known as [www.music4classicalguitar.com](http://www.music4classicalguitar.com) (the "Website").
- The primary purpose of the Website is to market and sell scores of musical composition for classical guitar.
- A composer (the "Composer") has composed certain scores (the "Scores") that he/she wishes to have the Agent market and sell through the Website.

**THIS AGREEMENT** will apply to all Scores submitted by the Composer for marketing and sale through the Website:

1. **Appointment.** The Composer authorizes the Agent, and the Agent agrees, to list the Scores on the Website and to offer to sell copies of the Scores electronically through the Website to the public in the same manner as other scores are marketed and sold through the Website:

- (a) visitors will be able to view, play and print the first page of each Score from the Website for free; and
- (b) visitors will be able to buy, pay for, download and print a full copy of each Score from the Website.

2. **Agent Discretion.** The Agent has the right to change the details of how scores are marketed and sold through the Website, including any of the details specified in the previous section, and will have full discretion to catalogue and display the Scores, and any background material on the Composer or the Scores, as the Agent deems appropriate. The Agent will also have the right to refuse to market and sell any Scores, and to refuse to display any material, which it deems objectionable for any reason.

3. **Sale Prices.** Unless otherwise agreed by the parties, the Scores will be offered for sale in accordance with the price list published by Agent from time to time. The Composer will designate as least one Score which can be viewed and printed in full from the Website free of charge.

4. **Score Format.** The Composer will submit a copy of each Score in accordance with the guidelines of the Agent, who will be responsible for making sure that the Scores are in, or are converted to, the format necessary for consistent display and to allow for viewing, playing, downloading and printing from the Website. The Composer will be remain solely responsible for the accuracy of the Scores and all other material provided to the Agent.

5. **No Exclusivity.** The Agent's right to market and sell copies of the Scores is non-exclusive in that the Composer may sell copies of the Scores by any other means. The Agent may market and sell scores from any other composer.

6. **Intellectual Property Rights.** The Composer promises that he/she has all rights and licenses necessary to authorize the Agent to market and sell the Scores and to display any other material provided by the Composer to the Agent. All intellectual property rights of the Composer in the Scores or any such other material shall remain the property of the Composer. The Agent will not be responsible or liable to the Composer for enforcing any of the Composer's

intellectual property rights against third parties, including users of the Website.

7. **Indemnity.** The Composer agrees to fully protect the Agent from any and all expenses, liabilities and damages of any kind whatsoever directly or indirectly caused by using, displaying, marketing or selling the Scores or any other material provided by the Composer.

8. **Revenue Share.** The parties will share all revenues received by the Agent from sales of the Scores equally, net of all taxes, payment processing fees and any third party selling costs. The Agent will remit the Composer's share to the Composer quarterly by cheque or at such other interval and by such other payment method as the Agent may adopt.

9. **Taxes, etc.** The Agent will, on behalf of both parties, be responsible for collecting and paying all taxes, payment processing fees and any third party selling costs in respect of sales of the Scores and for filing all related reports.

10. **Audit.** The Composer will have the right to have the records of the Agent pertaining to the Scores audited by an independent auditor not more than once per year. All audit costs will be borne by the Composer unless the audit shows that the Agent has failed to pay the Composer the proper amounts due to him/her by more than 5.0%, in which case the Agent will pay for the cost of the audit.

11. **Set Off.** The Agent has the right to set off and retain any amounts owing to him by the Composer against any amounts owing by him to the Composer from time to time.

12. **Limited Remedy.** If the Composer does not agree with the exercise of the Agent's discretion on any issue, or if the Composer is not satisfied with the Agent's marketing and selling efforts in respect of the Scores, or in the event of any other breach by the Agent other than failure to remit the Composer's share of revenues, the Composer's only remedy will be to terminate this Agreement as provided below.

13. **Termination.** Either party may give notice to the other terminating this Agreement at any time. As soon as possible following termination, the Agent will remove all references to the Scores and related materials from the Website and destroy or return all copies thereof to the Composer except as may be required for warranty purposes.

14. **Notices.** Any notice must be given in writing and may be given by personal delivery, by courier, by fax, by e-mail or by registered mail. No such notice will be deemed to be received until actually delivered.

15. **Severability.** If any provision of this Agreement is not enforceable, it will not affect the remainder hereof.

16. **Enurement.** This Agreement will be binding on and benefit the respective heirs, executors, administrators, successors and permitted assigns of the parties.

17. **Applicable Law.** This Agreement will be governed by and interpreted in accordance with the laws, and each of the parties submits to the non-exclusive jurisdiction of the courts, of the Province of Ontario, Canada.

**Composer Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_