

Fading Ways Records Ltd. licensing deal & FW Artist Collective partnership agreement:

Artist Name: _____ **Contact:** _____
Release Title: _____ **No. Tracks:** _____ **Catalogue Number:** _____
Intended Retail Price (FW Music Store only): _____ **Artist paypal account email:** _____

Distributed Territories:

I, the undersigned artist/group hereby wish to join the FW Artist Collective as well as have my above-named release, for which I hold full and exclusive rights within the territories named, manufactured. Fading Ways Records Ltd. Canada and Fading Ways Music UK Ltd. are therefore hereby allowed to manufacture, promote, distribute and otherwise exploit the sound recording named above, on an exclusive basis throughout the named distributed territories and on a non-exclusive basis worldwide for FW Music Store mail-order sales.

Fading Ways will pay 70% of all net sales via its store and sub-distribution channels. Artists are responsible for all shipping of product, both commercial and promotional, to the necessary warehouses as agreed upon. Artists and Fading Ways will collaborate on promotions on a case per case basis to be discussed per territory. When warranted by sales and/or distributor reporting, Fading Ways will issue a monthly sales statement to the artist, with a minimum of two yearly reporting periods.

Artist agrees to assist Fading Ways in the promotion of their release, as well as promoting the rest of the FW Artist Collective available at www.fwmusicstore.co.uk, via the spread of FW Music Store banners, links, flyers, posters as well their own regular touring, promotional activities, street-team involvement and (optional) participation in the Creative Commons-licensed Share sampler series that Fading Ways makes available on its own international site as well as Jamendo.com.

Artist warrants that they have full legal powers over both the master recordings as well as the music publishing of the songs included in the above-named release, and are therefore able to enter into this agreement. Neither Fading Ways nor the FW Music Store nor any of its distributor partners are liable for any third-party royalty payments, to publishers or copyright societies, and this full indemnity includes any mechanical royalties that may or may not be due at the time of manufacture. All such third-party payments remain the sole responsibility of the artist, who, under this license to market afforded Fading Ways, retains their full copyrights in the recordings. Artist, participating labels or their legal agents hereby fully indemnify Fading Ways and all its directors and agents from any third-party lawsuits that may arise in any jurisdiction, as a direct or indirect result of entering into this agreement.

Furthermore it is the artists' sole responsibility to immediately notify Fading Ways and the FW Music Store via email to nleyton@gmail.com and fadingways@googlemail.com should this criteria, or the artists' situation, come to change at any point in time. Termination of this license is up to the artists' discretion, with any termination costs (removal of distributed stock, etc.) remaining the artists' sole liability in case of termination.

Lastly, artists signing on agree to lend their support to the FW Artist Collective by facilitating and assisting their collective's other artists by the sharing of local resources (contacts, touring, promotional, etc.) as music is not a competitive sport!

Signed (Artist/Rep): _____ Print Name: _____

Date: _____

Full mailing address: _____

www.fadingways.com
www.fwmusicstore.co.uk
www.fadingwaysmusic.com

**PLEASE CONTACT fadingways@googlemail.com (send signed & scanned e-mailed copy of this agreement), & mail physically signed copies to Chris McDougall at:
FLAT 1, 272 CAMDEN RD., LONDON NW1 9AB UK.**