

***When you upload any music to KNSJ and/or Hooper Thing LLC's box system, you:***

- (Initial) \_\_\_\_\_ Represent and warrant that you own all necessary legal rights to upload, stream, download and otherwise digitally distribute any songs you have uploaded to KNSJ's box system;
- \_\_\_\_\_ Grant to KNSJ.org ("the radio station") — on behalf of yourself, all other members of your band (if any), and any other persons or entities which hold publishing, performance or other rights in the songs (collectively, the "Rights Holders") — a non-exclusive worldwide perpetual license to stream, download, list, and describe those songs on KNSJ radio and KNSJ's website.
- \_\_\_\_\_ Represent and warrant that you have all rights necessary to (a) upload the songs, (b) grant legal music the license; (c) enter to this agreement; (d) that nothing in the songs violates the rights of any third parties in any jurisdiction, including without limitation, copyright, trademark, trade secret, privacy, publicity or other right; and that (e) this agreement does not conflict with any other agreement or obligation by which Artist or any other right holders is bound;
- \_\_\_\_\_ Represent and warrant that you will not upload, post, e-mail, transmit or otherwise make available on KNSJ's box system/ website any songs or other content which contain material that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or invasive of another's privacy, or that contains any virus, trap door, Trojan Horse, disabling device or remote control mechanism that might, or might be utilized to, impede the operation of KNSJ's box system/website or its host server;
- \_\_\_\_\_ Acknowledge and agree that KNSJ radio has not liability for any violation of any third party's legal rights as a result of your uploading of the songs, and agree to indemnify KNSJ radio for any and all attorney's fees and other expenses which may result from distributing any of the music you upload;
- \_\_\_\_\_ Acknowledge and agree that, upon receipt of a third party complaint regarding songs you have uploaded, KNSJ radio may, for any reason, with or without notification to you and at Legal Music's sole discretion, remove from KNSJ's box system any and all songs that you have uploaded to KNSJ's box system;
- \_\_\_\_\_ Acknowledge and agree that KNSJ radio makes no warranty or representation whatsoever as to the fitness of the KNSJ's box system to distribute songs or that any of the songs will be distributed in any way;
- \_\_\_\_\_ Acknowledge and agree that KNSJ radio shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages resulting from (i) the use of or inability to use the KNSJ's box system (ii) unauthorized access to or alteration of songs; or (iv) any other matter relating to the KNSJ's box system; and, finally
- \_\_\_\_\_ Acknowledge and agree that this agreement (a) shall be governed by, and construed in accordance with, the laws of the state of California, USA, applicable to contracts wholly made and wholly performed in that state; (b) shall constitute the entire agreement between the parties with respect to the subject matter hereof, regardless of and superseding any written, oral or implied agreements regarding the subject matter; and (c) may only be modified by a written amendment signed by both parties.

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(Artist Signature)

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(Date)

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(Parental Guardian Signature {if under 18})

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(Date)

