

# good ground media

## Independent Producers Distribution Agreement

**THIS AGREEMENT** (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between:

\_\_\_\_\_, ("PRODUCER") and GOOD GROUND MEDIA ("GGM") and sets forth the terms and conditions of worldwide marketing and distribution of content via goodgroundmedia.com. As used herein, the term "Parties" shall refer collectively to PRODUCER and GGM, and the term "Party" shall refer to PRODUCER or GGM individually. The Parties hereby agree as follows:

### 1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

a. "Media" - all audio/visual content. These include, but are not limited to artwork, fonts, music, pictures, Power Point documents, videos, stock video footage/b-roll, and web-templates.

### 2. SCOPE OF LICENSE

a. GGM provides non-exclusive worldwide distribution of downloadable and hardcopy Media content via the internet through goodgroundmedia.com and it's affiliates.

b. The Agreement covers any and all media submitted to GGM by PRODUCER prior to September 15<sup>th</sup> 2007.

### 3. WARRANTIES OF PRODUCER

a. PRODUCER warrants that PRODUCER is the sole owner and controlling party regarding all intellectual property rights associated with Media content submitted to GGM. This includes, but is not limited to copyrights, trademarks, patents, and any other intellectual properties that may be included in submitted Media. PRODUCER further agrees that Media was submitted pursuant to the obtaining of any and all written releases from any actors, performers, musicians, writers, and building owners necessary for a lawful release and distribution of Media by GGM.

b. PRODUCER agrees that submitted Media does not infringe on any third parties right of privacy or publicity.

c. The PRODUCER jointly and severally agrees to indemnify and save harmless GGM and their successors and assigns, from any claim, action, liability, loss, damage or suit, arising from any civil, regulatory or criminal action relating to any worldwide statute, rules, regulations, enactment, common law, slander, libel, indecency, obscenity, contractual rights, assignments, licenses, operation of law, and transfers regarding all media submitted and covered under this Agreement. Including without limitation where the PRODUCER has stated there is a Release for any and all media content but no such Release exists, or where PRODUCER has stated information regarding the Release which proves to be incorrect.

In the event of any asserted claim, GGM shall provide the PRODUCER reasonable timely written notice of same, and thereafter the PRODUCER shall at its own expense defend, protect and save harmless GGM against said claim or any loss or liability thereunder.

In the further event the PRODUCER shall fail to so defend and/or indemnify and save harmless, then in such instance GGM shall have full rights to defend, pay or settle said claim on their behalf without notice to the PRODUCER and with full rights to recourse against the PRODUCER for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim.

Upon default, the PRODUCER further agrees to pay all reasonable attorney's fees necessary to enforce this Agreement.

This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, assigns and personal representatives.

#### **4. LICENSE GRANTED TO GGM**

- a. PRODUCER hereby grants to GGM the non-exclusive right to archive, reproduce, market, and distribute downloadable and hardcopy Media for a period of three (3) years.
- b. Thereinafter, this Agreement will automatically renew for another one year term, unless either party requests in writing , a termination of this Agreement.
- c. PRODUCER will have unlimited ability to supplement Media represented by GGM, subject to final content approval by GGM.
- d. PRODUCER also grants GGM sole discretion in selecting the electronic medium format for distribution, and marketing of all content submitted.
- e. PRODUCER grants GGM the right to use the PRODUCERS name and likeness to promote submitted Media.
- f. PRODUCER agrees that any artwork, fonts, music, photography, and stock video footage/B-roll will be sold for unlimited royalty-free usage to customers. All other media, unless other licensing arrangements exist, grants the purchaser the nontransferable license to playback said content in both public and private live audience settings. License to playback via radio, cable, television, or internet are only granted to purchaser in the case where the media is presented as part of a recorded sermon or recorded public performance, provided that media does not account for more than 45% of the presentation.
- g. GGM reserves the right to accept or reject for inclusion any Media, for any reason.
- h. PRODUCER may request to have any of their Media removed from distribution for any reason, at any time. Approval of the request is the sole discretion of GGM.

#### **5. PRODUCT PRICING, PAYMENTS AND NOTIFICATIONS**

- a. GGM will offer media for sale at a suggested retail price. GGM will have sole discretion to offer discounts to customers, or combine artwork, photography, music, or stock video footage/B-roll of different PRODUCERS as part of a collection.
- b. GGM shall pay PRODUCER a percentage of net sales earned by GGM from PRODUCERS Media. Net sales is defined as gross price less product refunds, and discounts.
- c. For sales on downloadable products, GGM agrees to pay PRODUCER a royalty fee equal to eighty-percent (80%) of the sale price.
- d. PRODUCER will be paid on the 15th of each month for sales of the previous month, beginning with the initial sale or licensing on the submitted Media.
- e. GGM is solely responsible for product delivery, whether electronic or hardcopy, to customer.
- f. PRODUCER will be compensated as an contract vendor , and will need to have a current W-9 form (or

other applicable tax form) on file with GGM prior to initial payment.

**6. ASSIGNMENT**

a. GGM shall not assign the benefit of this Agreement or subcontract its obligations hereunder without the written consent of the Artist, which consent may not be reasonably withheld.

**7. TERMINATION**

a. The terms of this Agreement shall continue until terminated by either Party upon written notice to the other, thirty days before the desired termination date.

b. Thirty days after receipt of written notice of either Party GGM shall remove all related Media in relation to this Agreement.

c. GGM reserves the right to terminate this Agreement for any reason during the three (3) year period described in 3.a above.

**8. MISCELLANEOUS PROVISIONS**

a. The capitalized headings in this Agreement are for ease of reference only and do not form part of the Agreement, nor affect its interpretation.

b. This agreement contains the entire understanding of the Parties. There are no representations, warranties, conditions, terms or collateral contracts between them except as contained herein.

c. Nothing in this Agreement is intended to create a partnership between any of the Parties.

d. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which, together, shall be deemed to constitute a single document.

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PRODUCER (signature) DATE

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PRODUCER (print) DATE

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ADDRESS CITY STATE ZIP

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GGM (signature) DATE



Good Ground Media  
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95624  
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