

ONE-OFF RECORDING, BROADCAST AND DISTRIBUTION AGREEMENT

THE AGREEMENT

- 1.0 This is a one-off Recording, Broadcast and Distribution Agreement between you (The Artist) and Visual Radio Arts Ltd.
- 2.0 It applies solely to
 - 2.1 The performance agreed between The Artist and Visual Radio Arts Ltd on the agreed date.
 - 2.2 The materials (audio and visual multi-track recordings, master recordings), produced by Visual Radio Arts Ltd from that performance.
- 3.0 The agreement does not apply to any other works, performances, recordings owned or distributed by The Artist or their representatives.
- 4.0 The Artist is deemed to have accepted the terms and conditions of this agreement once the performance has commenced.
- 5.0 The Artist agrees that the **minimum period** that the performance recording (audio and video) will be available for public viewing is 18 months.
 - 5.1 The Artist may request that the performance is removed from public viewing prior to 18 months from the date of recording, in which case The Artist shall compensate Visual Radio Arts Ltd for the performance fee paid and the cost of production. In 2022 these costs are £100 (performance fee) plus £350 (cost of production).
 - 5.2 The Artist may request that the performance is removed from public viewing 18 months or more after the recording date, in which case The Artist will repay the performance fee only.

RIGHTS AND INTELLECTUAL PROPERTY

- 6.0 For the purposes of clarity
 - 6.1 The Artist retains ownership of the performing rights and to all original works performed.
 - 6.2 Visual Radio Arts Ltd retains ownership of the production rights, broadcast rights, publishing rights and to the multi-track files, audio masters and video content.
- 7.0 This agreement applies to original works whose copyright is owned by The Artist or works for which The Artist has been granted rights.
- 8.0 Whilst Visual Radio Arts holds a Limited Online Music Licence (LOML) granted by PRS, it is the The Artist's responsibility to ensure that The Artist has been granted rights to include and perform works by other rights holders within their repertoire.

THE PERFORMANCE

- 9.0 The Artist will deliver the performance as agreed with Visual Radio Arts Ltd, on the date agreed.
- 10.0 The Artist will provide all the information requested by Visual Radio Arts Ltd (including but not limited to technical requirements, setlist, production notes, risks and hazards).
- 11.0 The performance will be recorded by Visual Radio Arts Ltd and distributed to digital platforms, including but not limited to Facebook, Vimeo, Youtube, Amazon Prime and Bandcamp.

PRODUCTION

- 12.0 Visual Radio Arts Ltd will
 - 12.1 Engineer and manage the performance producing multi-track audio files and master files and multi camera video files and rendered composites.
 - 12.2 Remix, remaster and edit the audio and video materials recorded during the performance to produce a faithful reproduction of the live performance.
 - 12.3 Optionally assign ISRC and EAN codes to the audio and video masters and register those assets with the PPL Repertoire Database.
 - 12.4 Advise the Artist of the ISRC and EAN codes assigned and registered for each track or video.
 - 12.5 Provide a copy of the video and audio stereo master files to The Artist for promotional use only.

DISTRIBUTION

- 13.0 The Artist agrees that
 - 13.1 Visual Radio Arts Ltd are authorised by The Artist to store, record, broadcast, publish and distribute the performance and the recorded works to digital platforms worldwide.
 - 13.2 Visual Radio Arts Ltd may remix and edit the audio and video materials recorded.
 - 13.3 Visual Radio Arts Ltd may store, broadcast, publish and distribute the remixed and edited master files to any digital platform in any territory worldwide.

CONSIDERATION

- 14.0 Visual Radio Arts Ltd agrees
 - 14.1 To pay The Artist a performance fee.
 - 14.2 To provide The Artist with promotional only copies of the stereo master audio files and the finalised rendered video file created from the performance recording.
 - 14.3 Where Visual Radio Arts Ltd receives income from the performance, the net income will be shared with The Artist on a 50%/50% basis. This agreement includes
 - 14.3.1 Donations & 'tips'
 - 14.3.2 Sales of audio or video materials.
 - 14.3.3 Streaming royalties
 - 14.3.4 Payments received from PPL for licensed plays of the registered works.
- 15.0 The Artist shall not pay any fee to Visual Radio Arts Ltd under this agreement except where The Artist wishes to purchase the rights and materials owned by Visual Radio Arts Ltd.
- 16.0 The opportunity to purchase the rights and materials under this agreement extends to 60 calendar days after the date of the performance.
- 17.0 Where The Artist wishes to purchase the rights and materials owned by Visual Radio Arts Ltd, the fee payable will reflect a reasonable and fair recompense for the work undertaken by Visual Radio Arts Ltd and will include repayment of the performance fee.
- 18.0 Requests to purchase the rights and materials owned by Visual Radio Arts Ltd more than 60 calendar days after the date of the performance is subject to negotiation.