

PROMO ONLY[®]

SUBSCRIBER AGREEMENT

257 S. Lake Destiny Drive, Orlando, FL 32810
(407) 331-3600 • Fax (407) 331-6400

Subscriber Name: _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Phone Number: _____

E - MAIL Address _____

Club, Station, Business Name: _____

Business Address: _____

City, State, Zip Code: _____

Business Phone # (_____) - _____ - _____

Average Weekly Attendance: _____ REFERRED BY: _____

Have you spoken with a Promo Only Music Consultant previously? If so, who? _____

Please check all that apply; Audio Subscriber Video Subscriber

This is an agreement made on this ____ day of _____, 20__ between Promo Only, Inc., a Florida Corporation, hereinafter referred to as "Licensor", and the Undersigned, representing themselves or a business in which they are employed, hereafter referred to as "Licensee" or "Subscriber."

Promo Only is a product whose sole intent is the promotional exposure of music and music video and is restricted to use by professional DJ's, Radio Stations, and specific music industry related professionals only. Use of this product beyond this intent is prohibited.

Video Subscribers are obligated to supply programming feedback to Promo Only, Inc., including a list of "Top 10 Videos," by the last day of the month. The video programmer must supply the feedback for each location either via the Promo Only Website or facsimile. Extra admission may not be charged to view promotional video music.

This entire agreement is binding for one year beyond the last day of the month of the last month's issue(s) subscribed to or shipped to Licensee. The agreement will be automatically extended for further like periods under the same terms and conditions upon renewal of any subscription or continued receipt of any product. If the subscription is terminated due to inappropriate activity or expires, voluntarily or involuntarily, the Licensee, upon the request of Promo Only, agrees to immediately return all music and/or videos in their possession. All music and videos are, and remain, the sole and exclusive property of Licensor and are on loan to the above named Licensee from each represented recording label. All music and videos received from Licensor are assigned to the above named Licensee and cannot in ANY way be sold, rented, duplicated, broadcast, or removed for play at any restricted location. Licensor reserves the right to require Licensee to cease and desist playing any audio or video clip upon written notice. If Licensee violates any portion of this Agreement, Licensee's rights immediately terminate and all music and videos must be returned to Promo Only, Inc. upon demand. Any resale, distribution in any manner, public display, and duplication in part or as a whole, including but not limited to all forms of digital encoding or duplication onto ANY format, is expressly prohibited. Violation of any applicable laws, including federal copyright laws or any other misuse of this promotional product, is strictly prohibited. Subscribers violating any portion of these conditions will be subject to immediate cancellation of subscription with no refund, and the Licensee will be held responsible for any legal actions resulting from this misuse including but not limited to criminal prosecution. Promo Only, Inc. will be held harmless for any activity of subscriber not specifically stated in this agreement. All respective copyrights are retained by the artists, producers, and/or participating record labels and all applicable laws pertaining to original copyright owners continue to apply.

Because of its promotional nature, Promo Only, Inc. reserves the right to refuse a subscription to anyone, for any reason, and cancel any subscription without refund for violation of any of the above statements or the inability to verify any of the information supplied by the subscriber.

CD's and DVDs damaged in shipping, having defects from manufacturing, or which are lost in shipping will be replaced by First Class U.S. mail upon return of defective disc(s) or notification by the 30th day of the month it was issued. Promo Only reserves the right to discontinue subscriptions for excessive replacements.

Both parties hereto agree to the application of the Laws of the State of Florida to all disputes arising directly or indirectly under the Agreement. The forum for all disputes shall be within the State of Florida, unless otherwise agreed to by the parties in writing.

By signing this document the Licensee/Subscriber acknowledges the preceding statements and the following:

- 1) All information in the agreement is true and correct;
- 2) Licensee/subscriber is over 18 years of age;
- 3) The document as a whole is a legal and binding contract;
- 4) The discs may not be resold, exchanged, duplicated or traded in any way;
- 5) Licensee/subscriber is responsible for all applicable ASCAP, BMI, SESAC and other related fees;
- 6) Promo Only, Inc. reserves the right to refuse a subscription to anyone, for any reason, and to cancel any subscription to anyone without refund for violation of this agreement or the inability to verify any of the information provided by the licensee/subscriber;
- 7) Licensee/Subscriber holds Licensor harmless with regard to all clauses of the Agreement; and
- 8) Licensee/subscriber is responsible for all legal fees arising from Licensor's enforcement of any terms of this Agreement.

Transmittal of the Agreement by facsimile by Licensee/subscriber shall create a binding agreement subject to acceptance by Promo Only, Inc. Agreed and accepted by:

SIGNATURE: _____
(same as representative named above)

TITLE: _____ TODAY'S DATE: _____

APPROVED BY PROMO ONLY, INC.: _____