

Submission Guidelines and Conditions:

1. I am executing this Submission Release ("Release") with the express understanding that SONGCASTERS will review and evaluate the Material solely and completely in reliance upon this Release and my covenants and warranties herein. I understand that SONGCASTERS would refuse to accept and evaluate the Material in the absence of my agreement to each and every provision of this Release. I request that SONGCASTERS review and evaluate the Material with respect to the possibility of adding the Material to SONGCASTERS's library and website.
2. I understand and acknowledge that because of SONGCASTERS's position in the entertainment industry (i) it receives numerous submissions of music from third parties; and (ii) it is constantly developing in-house ideas, formats, concepts, music, and the like, and that many such submissions and/or developments heretofore or hereafter received and/or developed by SONGCASTERS may be similar to or identical to those contained in the submission of my Material. SONGCASTERS will not be held liable for any such similarities (including without limitation similarities of ideas, concepts and/or themes), and I further understand and agree that SONGCASTERS's use of material containing elements similar to or identical with protectable property contained in the Material shall not obligate SONGCASTERS to me in any manner. Except as otherwise expressly provided in this Release, I waive all claims I have, have had, or may have against SONGCASTERS arising from or relating to my submission of the Material to SONGCASTERS. All reference to SONGCASTERS herein shall refer to SONGCASTERS, any parent or subsidiary thereof, and any and all heirs, successors, representatives, licensees, and assigns, and their officers, directors, agents, servants, employees, stockholders, and licensees. SONGCASTERS may assign its rights under this Release to any related firm or corporation.
3. I warrant and represent that I am the sole author of the Material, and that I solely own and control all right title and interest in and to this Material, including, without limitation, all copyrights therein. I further warrant and represent that to the best of my knowledge the Material and all elements thereof are my original creations and do not violate any copyright, proprietary rights, rights of confidentiality, or other rights of any person or entity and that no third party has any rights, title or interest therein or thereto. I agree to indemnify SONGCASTERS from and against any and all claims, expenses, losses or liabilities that may be asserted against SONGCASTERS in connection with the Material or for any breach of a representation or warranty made by me herein.
4. I understand that SONGCASTERS will not intentionally use the Material or any part thereof for any purpose other than as provided herein unless SONGCASTERS and I hereafter enter into a written agreement for the acquisition of rights therein, and that SONGCASTERS shall not be obligated to pay anything to me or any other person, firm or corporation in the absence of such written agreement.
5. I have retained at least one copy of the Material, and I hereby release SONGCASTERS of all liability for loss or destruction of, or damage to, said Material.

6. I acknowledge that no fiduciary or confidential relationship now exists between SONGCASTERS and me, and I further acknowledge that no such relationship is established by execution of this Release, my submission of the Material, or by SONGCASTERS's acceptance, review or retention of the Material.
7. I understand that any dispute concerning SONGCASTERS's alleged unauthorized use of the Material, or arising out of or with reference to my submission of this Release, its validity, construction, or performance shall be submitted to arbitration in the County of Hamilton, State of Indiana, in accordance with the then prevailing rules of the American Arbitration Association. The arbitrator's award shall be final and binding and a judgment upon the award may be enforced by any court of competent jurisdiction. The amount of any award to me shall not exceed the fair market value as of the date of this Release of the protectable portions of the Material used; provided, however, that the arbitrators may award the prevailing party its costs and expenses, including attorneys' fees, associated with this arbitration.
8. I agree that I must give SONGCASTERS written notice (at info@SONGCASTERS.com) of any claim arising in connection with the Material or arising in connection with this Release, within the period of time prescribed by the applicable statute of limitations, but in no event more than thirty (30) calendar days after the date on which I first acquire knowledge of such claim, or I first learn sufficient facts to put me on notice of such a claim. My failure to give SONGCASTERS such written notice shall be deemed an irrevocable waiver of any rights I might otherwise have had with respect to such claim.
9. This Release shall inure to the benefit of, and be binding upon, each of us and our respective heirs, successors, representatives, assigns and licensees. Should any provision or part of any provision of this Release be deemed void or unenforceable, such provision or part thereof shall be deemed omitted, and replaced by a legally binding provision which most closely reflects the parties' intent as expressed herein. As so modified, this Release shall remain in full force and effect. This Release shall be construed according to the laws of the State of Indiana without reference to conflicts of law provisions. This Release may not be changed, modified, terminated or discharged except by a writing signed by both parties.
10. I hereby state that I have read and understand this Release; that no representations of any kind have been made to me other than as contained in this Release; that there are no prior or contemporaneous agreements, either oral or written, in effect between us pertaining to the Material; and that this Release states our entire understanding and agreement.