

# Shakti Sings

Honoring the Earth through Song



## SHAKTI SINGS MEMBERSHIP AGREEMENT 2015/2016

THIS AGREEMENT IS MADE ON THE \_\_\_\_\_ OF \_\_\_\_\_ 2015

BETWEEN: \_\_\_\_\_

(Hereafter known as 'The Artiste')

E-mail address: \_\_\_\_\_

Mobile number: \_\_\_\_\_

AND Shakti Sings Ltd. (Hereafter known as 'The Choir')

NOW IT IS HEREBY AGREED as follows.

### 1. MEMBERSHIP FEE AND ADMINISTRATION

1.1 The Artiste shall pay the Choir £25 (£15 unwaged) once every membership year during which they participate in any rehearsal, performance, or other action to fulfil the aims of the Company arranged by the Choir or its agents.

1.2 The membership year runs from 1st July until 30th June the following year.

1.3 The Artiste agrees that the Choir and related organisations may use the above E-mail address and mobile number to contact them in respect of any of activities seeking to fulfil the objectives of the Choir.

### 2. GRANT OF RIGHTS

The Artiste as Beneficial Owner HEREBY GRANTS, TRANSFERS AND ASSIGNS to the Choir by way of present and future assignments:-

2.1 The sole and exclusive right in respect of any recording in which The Artiste participated made by or for The Choir to manufacture records there from and to sell, release, license, advertise, and otherwise deal or dispose of the same or refrain there from, and the right to authorise others to do any of the foregoing as The Choir shall in its

reasonable commercial judgement, deem appropriate, which right includes without limitation the right:-

(a) To use and allow others to use the name (including without limitation the present professional name of the Artiste or any future professional name) approved likenesses and approved biographical material of and concerning the Artiste in connection with the promotion and publicity of recordings, the Artiste, and the Choir.

(b) To perform publicly or to permit the public performance of the records and the Artiste's performances embodied therein.

2.2 The entire copyright and all other right title and interests any recording which The Artiste participated made by or for The Choir and the records shall vest solely in the Choir for the entire period of copyright and all extensions and renewals from then and thereafter in perpetuity for exploitation by any means whether now known or hereafter invented throughout the world free from all restrictions and free from moral rights which rights the Artiste hereby expressly waives.

### **3. TERM**

3.1 The expression 'the Term' shall mean a period commencing on the date of signature and continuing for five years.

### **4. RESTRICTIONS**

4.1 The Choir shall have no financial obligation to Artiste or to any other person, firm or corporation by reason of the Artiste's performance.

### **5. WARRANTIES AND REPRESENTATION**

The Artiste warrants, represents, and agrees as follows:-

5.1 The Artiste is the absolute beneficial owner of all the rights granted, transferred, and assigned to the Choir, and the Artiste has not done any act or omitted to do any act in derogation of such grant transfer and assignment, and that the Artiste has the right power and authority to enter into this Agreement and to grant the Choir all rights and title granted by the Artiste or Choir.

5.2 The Artiste hereby grants such consents which are required pursuant to the provisions of the Copyright Designs and Patents Act 1988 (and any statutory modification or re-enactment thereof).

5.3 The Artiste is not a minor.

5.4 The Choir shall not be required to make any payments of any nature for or in connection with the acquisition, exercise, or exploitation of rights by the Choir pursuant to this Agreement except as specifically provided in this Agreement.

5.5 The Artiste shall at the request of the Choir do all acts and execute all documents to confirm the grant transfer and assignments of rights hereunder.

## **6. INDEMNITY**

6.1 The Artiste fully takes the responsibility (indemnifies) the Choir harmless against any liabilities, costs and expenses (including legal fees) arising out of the misrepresentation of warranties given.

6.2 Artiste fully and effectively indemnifies and holds the Choir harmless against any liabilities, costs and expenses (including legal fees) arising out of the representatives and warrants on the part of the Artiste made hereunder.

## **7. ROYALTIES**

7.1 No Royalties are payable in respect of this agreement.

## **8. ADVANCES**

8.1 No Advances are payable in respect of this agreement.

## **9. MERCHANDISING**

9.1 The Artiste acknowledges and confirms that the Choir shall possess so all so called 'merchandising rights' in respect of the Artiste on the same terms as the recording rights noted above including the use of photographs, video recordings and other media featuring the Artiste performing for the Choir.

## **10. TERMINATION**

10.1 Without prejudice to the Choir's other rights and remedies hereunder the Choir shall be entitled to terminate the Term of this Agreement by notice in writing to the Artiste if the Artiste shall be in material breach of any of its obligations hereunder and fails to remedy such breach (if capable of remedy) within thirty (30) days after the Choir's request to do so if such breach is incapable of remedy.

10.2 Without prejudice to the Artiste's other rights and remedies hereunder the Artiste shall be entitled to terminate the Term of this Agreement by notice in writing to the Choir if the Choir shall be in material breach of any of its obligations hereunder and fails to remedy such breach (if capable of remedy) within thirty (30) days after the Artiste's request to do so or if such breach is incapable of remedy.

## **11. LEGAL ADVICE**

By signing this agreement the Artiste acknowledges that the Artiste has been advised by the Choir to seek independent legal advice from a lawyer with experience in the music industry with regard to the terms of this Agreement.

## **12. STATUS**

Nothing contained in this Agreement shall be construed as a partnership or contract of employment or agency between the Choir and the Artiste and no variation of this

Agreement shall be binding unless made in writing and signed by both the Artiste and the person duly authorised to make such variation on the part of the Choir.

### **13. NOTICES**

Any notice required to be given on pursuance of this Agreement shall be given by recorded or registered delivery pre-paid letter post to the party to whom the same is addressed at the address mentioned in this Agreement or to the last known address of the party to be served with such notice and shall be deemed properly served given forty-eight (48) hours from the date of dispatch of same.

### **14. JURISDICTION**

This Agreement shall be governed by English law and its jurisdiction.

IN WITNESS

SIGNED BY  
(‘The Artiste’)

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SIGNED By  
(‘The Choir’)

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In the presence of

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