

Distribution Agreement

Introduction.

This Distribution Agreement is between _____ and performing under the name _____. ("Owner") and Side Block Generalz Entertainment/Side Block South Distribution ("Distributor"). Distributor agrees to distribute Owner's sound recordings (the "Records") in compact discs, vinyl, digital download, ringtones or any other sound recording formats (except mixtapes).

Grant of Rights.

Owner grants to Distributor the exclusive right to distribute and sell the Records.

P & D Deal.

Owner grants to Distributor the right to help in manufacturing and reproducing the records. Distributor will not deduct manufacturing costs from the Owner's Share. However, all pressing and manufacturing costs must be approved in writing by Owner.

Territory.

The rights granted under this Agreement will be for: The World (the "Territory").

The Term.

This Agreement will be for ___ Year(s). It will be renewed:
on Owner and Distributor executing a new agreement.

Payments.

Distributor will pay Owner as follows:

Net Revenue. Distributor will pay Owner 80% of the net revenue derived from sales of the Records (the "Owner's Share").

Deductions.

Distributor may deduct the following from payments due to Owner:

Reasonable reserves against returns, not to exceed 25% of the Owner's Share payable for that accounting period. Any reserve held by Distributor may be held for a period of 60 days.

Accounting.

Distributor will pay Owner the Owner's Share within 30 days after the end of each month. Distributor will also furnish an accurate statement of sales of Records during that period. Owner has the right on reasonable written notice to audit Distributor's books relating to the Records.

Promotion & Marketing.

Side Block Generalz Entertainment/Side Block South Distribution will not assist _____ in marketing & promotion.

Termination.

Unless this Agreement is terminated because of Distributor's failure to pay or accurately report Owner's Share, Distributor may sell off the remaining inventory for a period of 9 months after termination (the "Sell-Off Period"). At the end of the Sell-Off Period, Distributor will furnish a final report of sales and final payment of Owner's Share. At the close of the Sell-Off Period, Distributor will deliver to Owner all remaining inventory and, if applicable, any original master tapes, artwork, or related materials.

Mediation; Arbitration.

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually-on mediator in New York County. Any costs and fees other than attorney fees will be shared equally by the parties. If it is impossible to arrive at a mutually satisfactory solution within a reasonable time, the parties agree to submit the dispute to binding arbitration in the same city or region, conducted on a confidential basis under:

the Commercial Arbitration Rules of the American Arbitration Association.

Any decision or award as a result of arbitration will include the assessment of costs, expenses,

and reasonable attorney's fees and a written determination of the arbitrators. Absent an agreement to the contrary, arbitration will be conducted by an arbitrator experienced in music industry law. An award of arbitration is final and binding on the parties and may be confirmed in a court of competent jurisdiction. The prevailing party has the right to collect from the other party its reasonable costs and attorney fees incurred in enforcing this agreement.

General.

Nothing contained in this Agreement makes either Distributor or Owner a partner, joint venturer, or employee of the other party for any purpose. This Agreement may not be amended except in a writing signed by both parties. No waiver by either party of any right is a waiver of any other right. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement will be interpreted to carry out the intent of the parties. This Agreement is governed by and interpreted in accordance with the laws of the State of New York. This Agreement expresses the complete understanding of the parties about its subject matter and supersedes all prior proposals, agreements, representations, and understandings. Notices required under this Agreement can be sent to the parties at the addresses provided below. In the event of any dispute arising from or related to this Agreement, the prevailing party is entitled to attorney's fees.

Name of Company That Owns Recording: _____

Representative Signature: _____

Representative Name and Title: _____

Address: _____

Date: _____

Distributor Company Name: Side Block Generalz Entertainment/Side Block South Distribution

Distributor Representative Signature: _____

Distributor Representative Name and Title: _____

Address: _____

Date: _____