

# Benton Entertainment Publishing Administration Agreement

This agreement, between Benton Entertainment, Inc. located at 7509 Gallineta DR. Tampa, FL. 33615 (hereinafter referred to as “Company”) and (To be filled out via our online method), located at (To be filled out via our online method), (hereinafter referred to as “Client”) (collectively “Parties”), is entered into this (To be filled out via our online method), day of (To be filled out via our online method), the current calendar year.

## **BACKGROUND**

Benton Entertainment, Inc. is a music services company providing digital distribution and related marketing, publishing and other services. Company aims to deliver content from Clients (artists, record labels, distributors, etc.) to Digital Service Providers (hereinafter “DSP”) located around the world that specialize in reselling/displaying of recordings through streaming, recording, and mobile platforms. Pursuant to the terms of this agreement, Client has selected Company to non exclusively administer content consisting of client-owned sound and/or video to DSPs or other entities . The Parties have additionally entered into a Terms Summary, which is incorporated herein by reference and is shown on the last page of this Agreement. This agreement and the incorporated Terms Summary constitutes the entire agreement between the parties (collectively, the “Agreement”).

## **GRANT OF RIGHTS.**

By signing this Agreement, you grant Benton Entertainment Inc. the right:

To be the administrator of the songs owned or controlled, in whole or in part, by you, to the full extent of your interest therein, and included on the attached schedule of songs (the “Songs”). With respect to any Song(s) that are not currently owned by or registered to a company previously established by you, you may appoint Company as the designated publisher administrator of such Song(s) during the Administration Term.

To publish, license and / or distribute registered Works or “Songs” across all territories of the world.

To use names, likenesses and biographical information concerning the label, publisher, writers / artists of the Songs in connection with the exploitation and/or promotion of the Songs and for promotion of Company’s business.

The rights granted under this Agreement shall be assigned by Company to one or more of its affiliated music publishing entities. These include Benton Records Publishing (BMI), BentonPublishing (ASCAP) and other similar companies organized for affiliation with existing collection organizations and societies throughout the Territory.

## **PAYMENTS.**

Company shall collect all Gross Receipts earned by the Songs, including any monies earned by the Songs prior to the commencement of the Administration Term but not yet collected.

“Gross Receipts” is defined in this Agreement as all revenue derived from exploitation of the Songs (and Recordings, if applicable, in connection with synchronization licensing) and received by Company, solely

allowing for any tax deductions and/or standard commissions deducted by bona fide performing rights societies operating at arm's length, mechanical rights societies operating at arm's length or any other collection agents established in any part of the Territory.

Company shall be permitted to retain twenty five percent (25%) of the **publisher's share**. You shall receive seventy percent (75%) of the publisher's share.

You shall receive your public performance royalties throughout the world directly from the performing rights to which you are affiliated (i.e. ASCAP, BMI...) and shall have no claim whatsoever against the Company for any royalties received by Company from any performing rights society which makes payments directly (or indirectly other than through the Company) to publishers, writers, authors and composers.

Upon your specific written request, Songs included in Artist Releases shall not be subject to mechanical royalty payments under this Agreement. "Artist Releases" are defined as self-released products (i.e., records released by you without any involvement by any third parties) which are sold only by you at your live performances or through your own website. In the event you request a waiver of mechanical royalties on any Artist Release, you agree that you will remain responsible for any payments due to co-publishers and/or co-writers with respect to sales, and you agree to indemnify the Company against any and all claims with respect thereto.

The Gross Receipts pertaining to your material may be held by Company in an interest-bearing account. Company may, in its sole discretion, retain all interest earned on the Gross Receipts or pay to you all or a portion of such interest. Company has no duty to pay Advances to Client. However, if Company chooses to make such advances, they shall be recoupable from royalties otherwise payable to Client.

In the event that Company has, in its good faith discretion, reason to suspect that any Song submitted by you to Company is not in compliance with the terms of this agreement, or if Company is presented with a claim of infringement of copyright, trademark, right or publicity or other intellectual property rights, or failure to comply with any third party license requirement or any other claim which, if true, would constitute your breach of, or noncompliance with, any of your representations, warranties and agreements hereunder, you agree that the Company may discontinue the posting of your share of Gross Receipts and block your ability to otherwise withdraw funds therefrom until satisfactory resolution of the matter is obtained. Furthermore, you agree that you will forfeit such revenues if Company determines that they are the result of infringement or fraud.

If Company, in its reasonable discretion, determines that any infringing or fraudulent activities may have been caused by your or your affiliates acts or omissions, any costs incurred by Company (including legal fees and expenses) in connection therewith may, in addition to other remedies, be deducted by Company from any monies otherwise payable to you by Company. Furthermore, if in Company's reasonable business judgment, it elects to engage an attorney to review and/or respond to a claim of fraud and/or infringement with respect to a Song(s), Company shall, in its sole discretion, have the right to deduct from NET proceeds or charge your Payment Method (defined in section 5(b) below) a minimum of Three Hundred Dollars (\$300) to offset the costs of associated legal fees and expenses.

## **CLIENT CONTENT**

(a) **Delivery.** Client is solely responsible for uploading Client Content via Upload Link for distribution. Company does not obtain or secure transfer of Client Content from Client's former distributor or other third parties. Upon the expiration or termination of this Agreement, Company will no longer host Client Content on its servers and Company is not responsible or obligated to transfer Client Content from Company to Client or any third party.

(b) **Storage.** Client acknowledges that he or she is solely responsible for storage and backup of Client Content on his or her own server(s) or devices. Company may store specific files for distribution purposes but is not obligated or required to store Client Content. Company is not obligated to provide Client with copies of Client Content in the event Client requests the same.

(c) **Split sheets.** Industry standard split sheet must be submitted for every composition being administered by company. Failure to supply a split sheet may result in complete royalties not being collected. A sample of a split sheet can be found [here](#).

## **ADAPTATION**

Company may retitle, arrange, and otherwise edit, revise, and adapt the Compositions. Company shall have the right, without Client's consent, to create or cause to be created a separately copyrightable adaptation or translation of the Compositions in a language other than English. Client expressly waives any and all rights in law, in equity, or otherwise, that Client may have or acquire as a result of any alleged infringement of Client's so-called "moral rights of author" in any country, and agrees not to permit or prosecute any action on the ground that any version of the Compositions produced, exhibited, or authorized by Company or its designees in any way constitutes an infringement of any of Client's moral rights or is in any way a defamation or mutilation of the Compositions or any part thereof or contains unauthorized variations, changes, or translations.

## **RIGHT OF PUBLICITY**

Client grants to Company the perpetual right to use and publish and to permit others to use and publish Client's name (including any professional name heretofore or hereafter adopted by Client), likeness, and biographical material, or any reproduction or simulation thereof in connection with the printing, sale, advertising, distribution, and exploitation of the Compositions and the methods and products through which they are exploited, and for any other purpose related to the business of the Company, its associates and subsidiaries, or to refrain therefrom. At Company's reasonable request, Client shall appear for photograph, artwork, or similar purposes under the direction of Company or its authorized agent, appear for interviews and other promotional purposes, and confer and consult with Company regarding the Compositions. Client shall cooperate with Company in promoting, publicizing, and exploiting the Compositions and for any other purpose related to the business of Company. Client shall not be entitled to any compensation for rendering such services, but shall be entitled to necessary and reasonable transportation and living expenses, such expenses being deductible costs.

## **THIRD PARTY OBLIGATIONS**

You shall be solely responsible for the payment of all compensation due songwriters, licensors, income participants and other third parties to whom you are obligated to pay a portion of the income from any of the Songs. You warrant and represent that all such songwriters, licensors, income participants and other third parties to whom you are obligated to pay a portion of the income from the Songs shall look solely to

you for any such payments and you hereby agree to indemnify the Company and hold Company harmless from and against any and all claims, demands or actions by any such songwriters, licensors, income participants and other third parties for any such payments in accordance with the indemnification provisions of the Agreement.

### **POWER OF ATTORNEY**

From time to time at Company's request, Client shall execute a short form assignment as additional evidence of the transfer of rights contained herein. Upon Company's request, Client shall make, sign, acknowledge, and deliver any other documents that Company desires to secure, assign (to itself or others), register a claim to, record, or otherwise evidence Company's rights in the Compositions or the Demos, including their copyrights. Client appoints Company and its successors or assigns as Client's attorney-in-fact to take such action if Client is unavailable to do so for more than five (5) days. Said power is to be irrevocable and coupled with an interest.

### **INFRINGEMENT**

Company shall have the right, but not the duty, to initiate and prosecute, in Company's sole discretion and at its sole expense, legal proceedings against any alleged infringer of the Compositions or the Demos. After deduction of the expense of said litigation, Company shall pay to Client fifty percent (50%) of any recovery Company receives from such action or litigation.

### **WARRANTIES**

You warrant and represent that you are at least eighteen (18) years of age and that all of the Songs, including, without limitation, any interpolated third party material embodied therein, metadata and any other materials furnished by you to Company or relating to the Songs are owned or controlled by you and the use thereof as described or contemplated herein shall not infringe on the copyrights, trademark rights, publicity rights or other rights of any person or entity; and that the Company shall have the right to exploit the same in any manner hereunder free from adverse claim and without any obligation to make any payment of any nature to any person or entity other than the amounts payable to you hereunder.

### **TERM**

The "Administration Term" of this Agreement shall be for an initial period of one (1) year, commencing on the date it is signed. After the initial period, the Administration Term shall automatically renew and extend for an additional two (1) year period unless you give Company written notice of termination at least sixty (60) days prior to the end of the period then in effect.

You acknowledge and agree that for any Song in which Company's creative services team and/or a third party licensee secures a third party license (e.g., local cover versions of Songs, local print compilations of Songs; synchronization licenses of cover versions of Songs that were initially procured during the Administration Term), you hereby grant Company the exclusive right to continue its collection and administration rights for an extended retention period with respect to the applicable Song of three (3) years from the end of the Administration Term.

## **FEES, ROYALTIES AND ACCOUNTING**

(a) **Quarterly Accounting/ Payments.** Company shall compute and report the total royalties earned by Client on a quarterly basis. A schedule of when the Royalty Statements are emailed and approximate payment dates for the postings can be provided upon request.

(b) **Statements.** The Statement will include details and total royalty amounts payable to Client, if any. Statements posted may include both the immediate previous month and additional previous months. Company cannot guarantee timely reporting and payment by all Rights Organizations and thus, Company Statements will include payments only for payments Company has received. Client acknowledges and agrees that Company will have no liability for Rights Organization's late or otherwise untimely reporting or payment.

(c) **Payment.** In order to receive payment, Client must issue a payment request via email when royalty statements are available. Company shall issue payment to Client within ten (10) business days of receipt of the payment request. Client is required to identify the payment method ( wire, PayPal, Cash App, Venmo, etc.) and in some instances, additional fees may apply for certain payment methods. Failure to provide payment details or submit a payment request can delay Company from paying any royalty to Client.

(d) **Statement Delay by Company.** Client shall promptly advise Company if he or she has not received a Statement. Upon notification, Company shall investigate and/or correct the situation as appropriate. In no event shall Company be deemed in breach of its payment obligations under this Agreement if Client has not received payment or a Statement by the Monthly Submission Date.

(e) **Tax Details.** Company conforms to United States IRS-issued guidelines. Client must confirm Client's tax residency status by submitting Form W-9, Request for Taxpayer Identification Number and Certification (for U.S. citizen and residents), or Form W-8BEN, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (individuals) (for non-U.S. residents) digitally, via enrollment forms. Tax details can be viewed or edited by Clients by sending request via email. Tax details must be filled out fully and correctly prior to Client claiming and receiving payment. Company will, in some cases, reach out for additional information as needed. For clients in the US, by January 31 of the following calendar year, Company will provide Form 1099-MISC (US Domestic). For clients outside the US, by March 15 of the following calendar year, Company will provide Form 1042-S with the applicable withholding rates according to tax treaties that the US has entered into with various other countries. Client and Company each have the status of an independent contractor, and nothing in this Agreement contemplates or constitutes one party as agent or employee of the other or a partnership relationship between Client and Company will not deduct any payroll-related taxes from any payments to be made to Client under this Agreement. Client acknowledges that Client is solely responsible for the payment of all taxes with respect to income earned by Client pursuant to this Agreement.

(f) **Notwithstanding anything to the contrary contained in this Agreement, any and all amounts paid by Company to you, on your behalf or at your direction will constitute Advances and be fully recoupable from all Royalties payable to you hereunder. For purposes of this Agreement, the term "Advance" means a prepayment of Royalties payable to you. Company may recoup Advances from all Royalties to be paid or accrued to you pursuant to this Agreement.**

## **AUDIT**

All royalty statements shall be binding upon Client and not subject to objection by Client unless specific objection is made in writing, stating the basis thereof, and provided to Company within six (6) months from the Monthly Submission Date. Client shall have six (6) months from each Monthly Submission Date to have a certified public accountant who is licensed in the US and not then engaged in an outstanding examination of Company's books and records on behalf of a third party, conduct an inspection of Company's books and records specifically relating to the Organizations licenses to exploit Client Content and Client's sales and payment activity. For avoidance of doubt, Client will have access only to those records of Organizations and retailers relating to Client's Content (i.e. not including other client reporting information). Such inspection shall take place at the location where Company normally keeps such books and records and shall be conducted during normal business hours. All such inspections shall be made upon prior written notice to Company at least thirty (30) days prior to the date Client intends to conduct such inspection. Client may only inspect records relating to each royalty Statement once and may only conduct such an inspection for any period once per calendar year. Company shall have the right in accounting to Client to rely upon the statements received by Company from Organizations and/or third parties and shall not be liable in any manner whatsoever for any error, omission, or other inaccuracy of any such statement(s) or information received by Company, provided Company does not know or has no reliable business reason to know of an error, omission, or other inaccuracy in such third party statement or information. Client shall be precluded from maintaining any action, claim or proceeding against Company in any forum or tribunal with respect to the accuracy of any statement rendered hereunder, unless such action claim, or proceeding is commenced in a court of competent jurisdiction within one (1) year from the date that the applicable statement is due.

## **ILLEGAL BOOSTING**

Use of bots, third party tools, so-called "juicing" or any artificial method of fabricating or boosting the amount of Client Content streams is prohibited. If Company suspects or learns that Client is engaging in this activity, Company will withhold all funds related to Client Content that is the subject of such activity, until a resolution is reached wherein Company's investigation determines that Client has not engaged in the prohibited activity and that Client is entitled to such funds.

## **FLORIDA LAW APPLIES**

This agreement shall be governed by Florida law and all questions pertaining to its validity and construction shall be determined in accordance with the laws of the State of Florida.

## **INTERPRETATION**

This agreement shall not be construed or interpreted in a manner adverse to any party on the grounds that such party was responsible for drafting any portion of it.

## **SEVERABILITY**

The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

## **VENUE**

The parties hereby grant to the U.S. District Court for the Southern District of Florida exclusive jurisdiction to hear any disputes arising out of or relating to this agreement.

## **WAIVER OF JURY TRIAL**

The parties waive any right to a trial by jury in the event of litigation arising out of this agreement.

## **PARAGRAPH HEADINGS**

The paragraph headings and designations used throughout this agreement have been inserted solely for convenience of reference and shall in no way be taken to limit or extend the natural and proper construction or meaning of the language employed within the paragraph.

## **AMENDMENTS**

Any change, modification or amendment of this agreement must be in writing, signed by both parties, and must specify the effective date of the change, modification or amendment.

## **NOTICES**

All notices shall be given in writing and sent via certified mail, or email to the below addresses. All notices and accountings shall be deemed given upon the date of deposit thereof in the United States Mail or email time stamp.

Benton Entertainment Inc.  
Attn: Angel Soto  
5008 W. Linebaugh Ave  
Suite 1  
Tampa, Fl. 33624

Email: [info@bentonentertainment.com](mailto:info@bentonentertainment.com)

To Client

(At the address to be filled out via our online method)

## **MISCELLANEOUS**

Neither party shall be deemed in breach of this agreement unless the other party has given the breaching party notice, and the breaching party has failed to cure such breach within thirty (30) days after receipt of such notice. In no event shall any breach entitle either party to terminate this agreement or rescind the rights granted hereunder, but rather the aggrieved party shall only be entitled to damages reasonably related to the breach concerned and no penalty shall be awarded to either party.

This agreement supersedes any prior discussions or agreements regarding the subject matter hereof. This agreement does not create a partnership or joint venture. This agreement shall not be binding, nor shall any changes to this agreement be binding, unless signed by both parties.

Company reserves the right to cancel this agreement at any time. If a cancellation is to take place, any and all royalties owed to an artist are to be paid and take downs will be placed into action that may result in up to a year of the music remaining live on retailer partners. If the artist wishes to cancel, the artist will forfeit any and all royalties owed for any music past, present, and future, with the music take downs being put in place to ensure the material is down worldwide.

#### **INDEMNIFICATION**

You hereby agree to indemnify, hold harmless and defend Benton Entertainment Inc., its agents, officers and employees, and to indemnify, hold harmless, and defend Benton Entertainment Inc, its agents, officers and employees, against any and all claims or suits arising from, or alleging, a breach by you of any of the representations, warranties or covenants made by you herein. Benton Entertainment Inc. will promptly notify you of any such claim or suit and, in addition to any other remedies available to Benton Entertainment Inc. under the terms of this Agreement or the law, Benton Entertainment Inc. may withhold all or any portion of payments otherwise due to you hereunder until such claim or suit has been fully resolved



## **TERMS SUMMARY**

1.       Royalties: 75% of Royalties actually received by Company will be paid to Client, subject to the terms and conditions of the Agreement. Client must achieve Threshold for payment.
2.       Threshold: \$25 USD accumulated in Client's account required to claim payment.
3.       Exclusivity: The Agreement is non exclusive throughout the Territory and during the Term for all Client Content.
4.       Territory: Worldwide.
7.       Client Content: All sound compositions, recordings, video recordings (both short-form and long-form), artwork and related metadata delivered to Company during the Term.
8.       Interpretation: This Terms Summary is subject to all of the terms and conditions contained in the Agreement. Notwithstanding the foregoing, in the event of any express conflict between the terms contained in this Terms Summary and the terms in the Agreement, the Terms Summary shall govern and control. Capitalized terms used in this Terms Summary have the meanings ascribed to such terms in the Agreement.