

# TERMS & CONDITIONS

## STILLMAN LIVE VIDEO RECORDINGS

### GENERAL

Please read these Terms and Conditions ("Agreement", "Terms and Conditions") carefully before using the live video recording services of <http://stillman.nl> ("the Site") operated by Stillman ("us", "we", or "our"). This agreement sets forth the legally binding terms and conditions for your ("Artist") use of our live video recording services. By using our live video recording services you agree to be bound by these Terms and Conditions.

*This Agreement was last modified on November 17, 2014.*

### ARTIST WARRANTIES & REPRESENTATIONS

(a) Artist warrants that this agreement is entered into between Stillman and all of the band members and other persons entitled.

(b) Artist warrants that Stillman is the only video recording company at Artist's show that has the right to broadcast any of the live recordings on internet, except live streams.

(c) Artist warrants and represents that Artist has the right to enter into and fully perform this agreement; and that Artist is not under exclusive contract to any other person, or company, that would conflict with the intent and purpose of this agreement.

(d) Artist's performances, music and materials provided for use (to/by) Stillman, is original, solely owned by artist, and will not violate or infringe upon the rights of any persons or entities. Moreover, no material provided by Artist constitutes a "sample" of any recording, composition or intellectual property owned or controlled by a third party.

(e) Artist represents and warrants that Artist is the sole owner of any group name, trademark and trade style used. In the event of any third party claims regarding trademark infringement, Artist shall be responsible.

### VIDEO MATERIAL

(a) Artist will allow Stillman to record and videotape a live musical performance, of approximately 2 songs.

(b) Stillman shall be the sole owner of all video recordings, photos and videotape footage, as well as recorded and provided audio material belong to the video. Stillman's ownership rights shall include, but are not limited to, the right to exploit the video recordings and photos, as well as the right to mix, master and edit them at Stillman's sole discretion.

### AUDIO MATERIAL

(a) We are allowed to use the audio recordings for the video for the purposes of Stillman, but we are not allowed to sell or distribute said material to third parties.

(b) Music-rights always belong to the artist, but we possess the rights to use it for Stillman and our promotional purposes. All Copyright Rights in the underlying songs shall remain with the Artist.

### RELEASE & PROMOTION

(a) Stillman shall have the exclusive right, to broadcast any or all of the live video recordings for any purposes of Stillman; and shall have the the non-exclusive right to use Artist's name, likeness, biographical information and trademarks in connection with the exploitation of the live video recordings created and produced under this agreement.

(b) The live video recordings will be released and exclusively premiered on the Site, as well as our Youtube channel and social media channels. The live video recordings that appear on our site will be selected by Stillman. We are open for any suggestions, but we claim the right to choose which recordings appear on the Site.

(c) Artist is allowed to share the video or videos with clear credits to either <http://stillman.nl>, Stillman on Facebook or Stillman on Twitter. Artist's first share of the live video recordings on their own social media channels comes via the Stillman website link.

(d) Stillman shall have right to cancel the releases and/or all recording activities, for any reason whatsoever, without consequence or obligation to reschedule.

### CONTACT US

If you have any questions about this Agreement, please contact us. You can send an email to [info@stillman.nl](mailto:info@stillman.nl).

