

Application to the Gabriel Label
9 Music Square South #125, Nashville TN 37203-3286
615-329- 2199 Fax: 928-222-6821 www.dixianamusic.com

Songs for consideration must be Christian based. They must be your original work or you must have paid the mechanical license for distribution. Only submit songs that are professionally recorded and mastered. You may complete as much of this form as you want.

Application fee for up to 10 songs: \$35 (US)
by post or Paypal: admin@dixiana.com

Artist or Band Name: _____

Band Members: _____

Album Name: _____

For individual artists, do you want the names of the professional musicians listed? (If desired, list each song and the musicians who played on that song. Please list them on a separate paper, as needed.) _____

Producer: _____

Engineer: _____

Recorded at: _____

Mastered at: _____

Website: _____

Facebook page: _____

MySpace: _____

Twitter ID: _____

You Tube or other videos: (either embedded code or page addresses) _____

If accepted, the Permission for the Songs to be Included on Gabriel Records* acknowledges:

By submission and signing, you verify that you have the rights to distribute the submitted songs for profit.

Composition is the songwriter's original work and that no part infringes upon the title or the literary or musical property or the property or the copyright in any other work nor unfairly competes with any person or entity; that songwriter is the sole author and composer and the sole owner. Co-writer contracts are available. Prior to executing this agreement, songwriter has not sold, assigned, transferred pledged or mortgaged any right, title or interest in the composition. Songwriter has full right, power and authority to enter into this Agreement and make all of the grants, promises and covenants herein.

OR

Any and all mechanical license fees have been paid or will be paid prior to any internet posting on Gabriel, Dixiana Music et al.*

Please list the title of each song that you would like posted at the Dixiana Store

(use additional page, if needed)

Please include name of songwriter for each song

SUBMISSIONS

Please limit an album submission to 10 songs. After the initial 10 songs, additional songs can be added at the cost of \$10 per song which covers the additional bandwidth on the server. If you are submitting the songs electronically, we request .wav files but will accept MP3s.

If you have duplicated your songs on a CD, please email the digital files for the sales page or submit the CD so the artwork can be scanned for promotion.

Email to: GabrielRecords@gmail.com

Also submit:

- Short bio (please limit to 1 page)
- promotional pictures (jpeg or tif preferred)

*Accepted songs will be sold through representation of Dixiana Music Inc. both on their respective websites and through affiliations with other distributors. Any fees for inclusion in distribution channels will be paid by Dixiana Music.

PAYMENT

By signing, you are also accepting the payment schedule of 70% commission to the artist; 30% retained by Dixiana Music. Accounting costs and sales tax, where applicable, will be paid by Dixiana Music. You maintain the rights to have our store books audited.

Dixiana Music shall not be required to pay commission on professional or complimentary copies or any copies or derivative works, which are distributed or sold at or below Publisher's cost or for promotional or similar purposes. I choose to opt-out of complimentary copy distribution.

You are accepting the responsibility of keeping us informed of address changes, email changes and any change to your email address on your PayPal account. Sales are tallied during the first week of the month for the previous month. A minimum of \$5 commission will generate a payment by the end of that month. You will receive a statement by post with your accompanying check or by email if you choose to receive your payment through PayPal.

Choose one:

- Pay my commission by check mailed to the listed address on this contract
- Post my commission payment to my PayPal account: (email address of your PayPal account)

Permission is given to Dixiana Music and any of its affiliates to post pictures and videos that may be taken of you at the studio, during a recording session, performance or a promotional event.

Printed Name: _____

Signature: _____

Dated: _____

Mailing address: _____

Email address: _____

Phone number (used only if Dixiana Music needs to reach you... will not be posted): _____

Legalese:

When appropriate in context, all references herein to the singular shall include the plural and to the masculine gender shall include the feminine.

This Agreement sets forth the entire agreement of the two parties and shall be construed in accordance with the laws of the State of Tennessee with respect to contracts executed and to be performed therein and shall be binding upon parties their respective successors, heirs and assigns in the event of litigation. In the event that any provision of this Agreement shall, for any reason, be held invalid or unenforceable, all other provisions herein shall continue in full force and effect. This agreement may not be modified or amended except by written agreement signed by both parties.

All notices given hereunder by either party to the other (excluding accounting statements) shall be transmitted in writing by US Registered or Certified Mail, Return Receipt Requested to the parties' addresses set forth in this document.

The term "Gross Receipts" shall mean the gross sums actually received by the Publisher or its agent in the US (or credited against an outstanding advance previously paid by the Publisher to the extent the Composer did not receive this share of said advance pursuant hereto), reduced by collection fees actually charged by any agent, sub-publisher or organization, or legal fees, court fees, accounting fees or other direct costs incurred by the Publisher in the collection of such sums. Gross receipts shall not be deemed to include any portion of any advance payments guarantee payments or minimum royalty payments, which Publisher may receive in connection with any sub-publishing agreement, collection agreement, licensing agreement or other agreement with respect to the composition.

Publisher shall have the right to collect (or authorize others to collect) on behalf of the Composer, the "writer's share" of all Monies payable with regard to the composition pursuant to the Audio Home Recording Act, 17 United States Code Section 1002, et seq. ("AHRA Monies") and Composer hereby assigns said AHRA Monies to Publisher. Writer's share of AHRA Monies shall be distributed by Publishers to Composer in accordance with the terms of this agreement.

Additional services: Please check if interested

inclusion of my songs in a Music Row catalog of songs for others to record (professional demos or recording)

interested in selling songs through the Dixiana store/other electronic channels (professional recording)

notification of marketing opportunities through Dixiana Music

assistance with digital and traditional distribution

assistance with copyright and/or mechanical licenses

assistance with Performing Rights Organizations: Membership Song registration

professional recording remastering

add IRSC codes for download reporting to PRO (Performing Rights Organization)

CD design and duplication services

professional headshots videography during studio or performance

artist cards (like baseball trading cards) minimum of 1000 in 4 color, can include QR code

website design, includes annual hosting