

ALBUM INFORMATION

Band/Artist Name:

Members:

Genre(s):

Track Listing:

Please designate with an asterisk (*) any songs we may publicly play in our stores in our advertising free of charge.

On the next page please give us a description of this album as you would like it to appear on our web site.

We will also use this description in our Listening Posts if you consign enough CD's for that marketing option (Sorry, some CD-R's and CD+ may not play in our Listening Posts).

ALBUM INFORMATION

Album Description:

Cheapo

1222 University Ave., St. Paul, MN 55104
Phone: (651) 644-6416 Fax: (651) 644-8566
consignments@cheapodiscs.com

Limited Consignment Terms:

- 1) Your delivery of products to Cheapo for consignment and your signature of this Consignment Agreement constitute a representation and warranty from you to Cheapo that one of more of the following is/are true:
 - a) You are the owner of the copyright in the content by transfer and/or purchase from the copyright owner(s);
 - b) You created all content of the products yourself and own all copyrights in such content;
 - c) You have a direct or implied enforceable license from all copyright owner(s) of the content of the products; or
 - d) The content of the products are in the public domain or have been abandoned to public use or are not copyrightable.

You represent and warrant that you have the full legal right to sign this Agreement, to perform your obligations under this Agreement, and to provide the consigned products to Cheapo according to the terms and conditions of this Agreement; and the consigned products do not violate the intellectual property or other rights of any third party.

- 2) Cheapo agrees to make your consigned product(s) available for sale in each of its stores as it determines and/or on our web site until such time as either you or Cheapo terminate the Term of this Agreement. You hereby grant to Cheapo the right to publicly perform your recorded music in Cheapo's stores and in Cheapo's advertising, the recordings and musical compositions designated with an asterisk(*) on the Album Information sheet, without charge, including on television and the Internet.
- 3) Stocking of the consigned product(s) is at the discretion of Cheapo. Cheapo does not guarantee any minimum number of copies stocked in any store or any volume of sales.
- 4) The term of this Agreement (the "Term") will begin on the date you sign this Agreement and continue until terminated by either you or Cheapo, by giving written notice to the other. **If neither party gives a termination notice in advance, the Term of this Agreement will automatically terminate 4 months after receipt of the products by Cheapo.**
- 5) If you fail to provide Cheapo with a current address and phone number, Cheapo will not be responsible for failure to send notices or payments to you.

- 6) You agree to defend and indemnify Cheapo against any and all claims, demands, lawsuits, damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) arising from or in connection with (i) any breach by you of any representation, warranty or agreement made by you in this Agreement, or (ii) any claim of infringement of a third party's intellectual property rights by Cheapo based on Cheapo's sale or use of any intellectual property supplied by you. This obligation will survive the termination of the Term of this Agreement.
- 7) You are solely responsible for your own record keeping, tax payments and obligations to third parties relating to the products.
- 8) Payment will be made to you monthly upon sales of \$50.00 or more of product, according to Cheapo's then current accounting procedures.
- 9) Cheapo is not responsible for the loss of or damage to products due to theft, vandalism, fire or other cause beyond Cheapo's control, or for the loss or seizure of products due to bankruptcy or other similar event.
- 10) This Agreement shall be governed by the laws of the State of Minnesota. This Agreement constitutes the entire understanding between the parties with respect to the subject matter and may not be modified except in a writing signed by both parties.

Consignee Information

Contact	Alternate Contact
Company/Name:	Contact Name:
Contact Name:	Address:
Address:	City/State/Zip:
City/State/Zip:	Phone:
Phone:	e-mail:
e-mail:	Web Address:

Consignment Product

Band	Title	Cheapo Cost	Retail Price	Quantity
		\$	\$	
		\$	\$	
		\$	\$	

Checks Payable To: _____

Consignee's Signature: _____ Date: _____

Cheapo Signature: _____ Date: _____