



By submitting your songs via MusicSubmit-Denver, you and M&S Media, Inc. the station owner ("Owner") agree as follows:

- You represent and warrant to Owner that (1) doing so does not violate or infringe anyone else's rights; and (2) you created the songs you are uploading, or otherwise have sufficient intellectual property rights to upload the material consistent with these terms.

- You are confirming that the song is yours and that the uploading and use of your song does not violate the privacy rights, publicity rights, copyrights, contract rights, trademark right, or any other intellectual property rights of any other party (this includes, but is not limited to, artist licensing organizations such as ASCAP, BMI and SESAC). If we learn, or become aware, that you are infringing the rights of others or are using content that is not your own (or have the permission to use same), Owner retains the right to remove this content and you agree that you are responsible for any costs, fees, fines, royalties, penalties, judgments and/or legal fees associated with the infringement, regardless of whether the infringement occurred with or without your knowledge (i.e. the responsibility is yours to ensure you have rights to provide the song or songs prior to providing to Owner)

- You are granting Owner and it's affiliates the non-exclusive perpetual right to broadcast the songs on internet-based radio stations and to use the songs for promotional and/or educational use. You do not give up any part of the ownership or copyright you hold in the songs, and Owner agrees that whenever and however your songs are used, your name or your band's name will be announced, displayed on screen, or otherwise conveyed to the listener/viewer. You retain the right to revoke this non-exclusive license at any time upon 30 days' prior written notice sent to MusicSubmit-Denver@beonair.com

- You warrant that the files submitted on this site do not contain viruses, worms, or other malicious code, and agree that you will be responsible for any losses incurred by Owner in the event that malicious code is present.

- Owner has the sole and absolute discretion as to whether or not the songs you submit will be played on its radio stations or otherwise used in accordance with this agreement. Submissions will be reviewed as to content, recording quality, length, and appropriateness for particular air programs and other uses.

- Owner has the right to modify these terms from time to time for new submissions.

- Copyrights and Copyright Agents. We respect the intellectual property of others, and we ask you to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information (see 17 U.S.C. 512 (c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- Description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for notice of claims of copyright infringement can be reached at: nrodriguez@beonair.com

Artist and Band Name (Printed)

Artist's Signature

Date