



URP MUSIC DISTRIBUTORS

A Division of UNITED RECORD PRESSING, LLC

453 Chestnut Street, Nashville, TN 37203
Phone: (866) 252-3520 Fax: (615) 301-9899
www.URPdist.com

Orders@urpdist.com

VENDOR AGREEMENT

Vendor / Company Name:	
Contact Person:	
Address:	
City, State & Zip:	
Label Name:	
E-mail Address:	
Telephone #:	
Fax #:	
Corporation:	YES NO <u>PLEASE CIRCLE ONE</u>
Tax ID # or Social Security #:	
Checks Payable to:	

The below guidelines must be adhered to in order to process your invoices for payment within a timely matter.

All orders are to be shipped to the address above. Please submit an invoice upon release of shipment.

SHIPPING:

All orders should be shipped freight prepaid and the amount added to the invoice (unless free shipping is offered).

Freight should be shipped either UPS or FedEx **Ground Service**

Items should be shipped in no less than 100 wt count cartons (sturdy packaging to avoid damages during shipment)

*****NO COD SHIPMENTS WILL BE ACCEPTED*****

W-9 FORM:

The Internal Revenue Service requires **URP MUSIC DISTRIBUTORS** to have a completed Form W-9 from all vendors that it makes payments to for goods and or services. Attached is a copy of the Form W-9, which must be completed and sent back to **URP MUSIC DISTRIBUTORS** before any payments can be issued. The IRS also requires **URP MUSIC DISTRIBUTORS** to file a Form 1099 for all payments made to vendors during the business year. Your company is exempt from a Form 1099 if your entity is a corporation.

LIABILITY DISCLAIMER:

- (a) Your delivery of goods to URP Music Distributors constitutes your warranty and representation that (i) the sale of such goods and any use and other exploitation of the goods and the underlying elements embodied in or associated with the goods (including but not limited to, the music, lyrics, "samples", if any, performances, name, artwork graphics and trademarks) will not violate the law or violate or infringe upon the rights of any third parties and (ii) that you have procured, shall maintain and shall comply with all the requirements of all consents, permissions And licenses necessary for the sale, use and other exploitation of the goods and underlying elements. As used herein, the term "goods" shall refer to and mean any and all product delivered by you to URP Music Distributors including, but not limited to, product produced and/or manufactured and/or distributed by you, directly or indirectly, or under a license or direction of a third party and under any tradename or trademark as well as so called "white labels" bearing little or no identifying marks.
- (b) (b) You shall be responsible for and hereby warrant and represent that you shall pay, as and when required, any and all third-party royalty obligations arising out of URP Music Distributors use, distribution, sale and other exploitation of the goods including, but not limited to, master recording owners, artists, producers, mixers, re-mixers, composers, lyricists, publishers and to all applicable pension, trust or other similar or dissimilar funds required by all collective bargaining organizations having jurisdiction, if any.

(c) You agree to and do hereby indemnify, save and hold harmless URP Music Distributors, its officers, directors, employees, designees, licensees, assigns and customers from any loss, cost, damage, liability or expense whatsoever (including reasonable attorney's and accountant's fees and legal costs) incurred by URP Music Distributors arising out of or occasioned by any breach or alleged breach of any agreement, representation, warranty, assumption of liability or obligation made by you hereunder or of any claim or dispute, whether or not litigated, arbitrated or settled, involving the goods or the underlying elements or otherwise arising from URP Music Distributors use or other exploitation thereof.

(d) In addition to any other rights or remedies URP Music Distributors may have hereunder, you shall reimburse URP Music Distributors, on demand, for any payment made by URP Music Distributors at any time with respect to any such loss, cost, damage, liability or expense and URP Music Distributors shall have the right to deduct from any and all monies otherwise payable to you under this or any other agreement between you and URP Music Distributors (including all purchase orders issued to you by URP Music Distributors for any goods whatsoever) a sum equal to such loss, cost, damage, liability, or expense. Pending the determination of any such claim, dispute or litigation, URP Music Distributors may withhold payment of all monies under this or any agreement in an amount reasonably consistent therewith.

USES OF MATERIALS:

(a) Selected portions (approximately one to two minutes) of the master recordings embodied in the goods delivered to URP Music Distributors may be used for promotional purposes to solicit sales of commercial goods (for wholesale purposes only).

(b) URP Music Distributors shall have no obligation whatsoever to examine or research the substance and validity of your rights in and to the goods and the underlying elements and relies entirely upon your covenants, representations and warranties in respect thereof.

GOVERNING LAWS:

This agreement shall be deemed to have been made in the state of Tennessee and its validity, construction, performance and breach shall be governed by the laws of the State of Tennessee applicable to agreements made and to be wholly performed therein. You agree to submit to the jurisdiction of the Federal or State courts located in Tennessee in any action, which may arise out of this Agreement. In this regard, any process in any action or proceeding commenced in the courts of the State of Tennessee arising out of any claim, dispute or disagreement under this Agreement may, among other methods, be served upon you by delivering or mailing the same, via courier or registered or certified mail, addressed to you at the address provided above; any such Delivery or mail service shall be deemed to have the same force and effect as personal service within the State of Tennessee. Nothing contained herein shall limit URP Music Distributors rights to institute suit in jurisdictions other than Tennessee or constitute a waiver of any other remedies available to URP Music Distributors.

ENTIRE AGREEMENT:

These terms of sale are intended to be final, exclusive and complete statement of the agreement between you and URP Music Distributors.

ACCEPTANCE OF TERMS AND CONDITIONS:

Please indicate your acknowledgement and acceptance of all the terms and conditions set forth herein by executing where provided below.

URP Music Distributor

"Spyder" - General Manager

Agreed To And Accepted:

Vendor Name (Name of Company):

Authorized Signature

Printed Name:

Date:

Please fax immediately to 615-301-9899 and mail original within 10 days