



WWW.BIGHEAVYWORLD.COM

VMLS CONSIGNMENT FORM

This Consignment Agreement (this "Agreement") is made effective as of (Date, Year:), between:

(Vermont Band or Artist Name):

and Big Heavy World's Vermont Music Library & Shop, of P.O. Box 428, 215 College Street, Suite 301, Burlington, VT 05402. In the Agreement, the party who is granting the right to sell its merchandise will be referred to as "The Band", and the other party who is receiving the right to sell the merchandise will be referred to as "The Shop".

The parties agree as follows:

- 1. RIGHT TO SELL. The Band owns CD Title:
("CD"). In accordance with this Agreement, The Band grants The Shop a non-exclusive right to sell the CD during the term of this Agreement.
2. PROCEEDS OF SALES. The Shop will pay to The Band a portion of the sales proceeds which shall be calculated as follows: \$8.50 per CD sold.
3. RECORDS. The Shop shall keep accurate records regarding the quantities of the CD that are sold. The Band shall have the right to inspect such records from time to time after providing reasonable notice of such intent to The Shop.
4. TITLE TO MERCHANDISE. Consigned merchandise shall remain the property of The Band until sold, except that The Shop shall be responsible for all shortages, loss, or damage, while the merchandise is under the control of The Shop.
5. TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the parties.
6. TERMINATION. This Agreement may be terminated by either party by providing 30 days' written notice to the other party.
7. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
8. AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.
9. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

11. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Vermont.

Consignor:

Artist or Authorized Representative (Printed):

Signature:

Consignee:

Big Heavy World's Vermont Music Library & Shop

By: David Donegan, Manager

Handwritten signature of David Donegan

Address to which checks should be sent:

City, State, Zip:

Phone:

E-Mail:

URL: http://



VERMONT MUSIC LIBRARY & SHOP

WWW.BIGHEAVYWORLD.COM

WWW.VERMONTMUSICSHOP.COM

P.O. Box 428
BURLINGTON, VT 05402-0428
MUSICSHOP@BIGHEAVYWORLD.NET

(802) 865-1140



W W W . B I G H E A V Y W O R L D . C O M

January 18, 2005.
For immediate release.

CALL TO ARTISTS: BIG HEAVY WORLD “JUKEBOX” PROJECT BRINGS VERMONT MUSIC TO INTERSTATES

Collaboration with Vermont Dept. of Buildings & General Services to Bring Statewide Exposure to Independent Vermont-based Musicians via Information Areas

Burlington, VT, January 18, 2005 – A collaborative project to bring Vermont-made music to Vermont’s Interstate Information Centers has been launched and Vermont-based artists are invited to participate.

Big Heavy World, a Burlington-based nonprofit with a mission of preserving and promoting music originating in the State of Vermont, and the Vermont Department of Buildings & General Services are cooperating to install digital “jukeboxes” on the statewide Interstate system.

The jukeboxes perform digitally encoded versions of albums by Vermont-based artists that are available for purchase at The Vermont Music Library & Shop (VMLS), located at 215 College Street, Third Floor, in Burlington and online at vermontmusicshop.com.

Founded in 1998 as an initiative of The Big Heavy World Foundation (Big Heavy World), the VMLS operates a public listening library where more than 1,000 commercial and live recordings by Vermont artists are catalogued. Vermontmusicshop.com, an online boutique vending nearly 400 Vermont-made CD’s, makes many of the titles in the library catalog available to all, including rare and novelty Vermont recordings in CD, cassette, and vinyl formats. The majority of vermontmusicshop.com patrons reside outside the state.

All musical artists based in Vermont are invited to supply inventory on consignment to the shop by contacting Dave Donegan, Shop Manager, at musicshop@bigheavyworld.net or (802) 865-1140. Artists interested in exposure via the Jukebox Project should mention so when they’re in touch.

Steve Cook of the Vermont Dept. of Buildings & General Services, speaking of the Interstate Information Centers, says, “We’re here to help promote and stimulate the local economy, especially by helping to promote local businesses and artists. We work hard to promote the different regions

of Vermont and to get visitors to experience the different aspects and important features that Vermont has to offer. This is part of being hospitable to the traveling public. We are delighted to work with Big Heavy World and the Vermont Music Library & Shop to bring Vermont’s musical talent to our visitor’s experience here. The VMLS is a significant resource and bringing this reservoir of Vermont music to the state’s visitors is an obvious contribution to our mission.”

James Lockridge, Executive Director of Big Heavy World, emphasizes, “Vermont’s arts are unique and genuine and help define our character as a state. The individuality, independence, and creativity to be found in the panorama of Vermont’s music is stunning, and bringing this joy of discovery to those who don’t have the benefit of living in its midst is a pleasure and an honor. We are fortunate to team with the State in this project and look forward to its fruition.”

This project is made possible through the support of Advance Music Center (www.advancemusicvt.com) and SoVerNet (www.sovernet.com).

For more information contact James Lockridge at Big Heavy World, (802) 865-1140 or redshift@bigheavyworld.net.



www.BIGHHEAVYWORLD.COM

www.VERMONTMUSICSHOP.COM

P.O. Box 428
BURLINGTON, VT 05402-0428
REDSHIFT@BIGHHEAVYWORLD.NET

JAMES LOCKRIDGE, (802) 865-1140



WWW.BIGHEAVYWORLD.COM

VMLS JUKEBOX PROJECT AUDIO RELEASE

The undersigned hereby grants Big Heavy World Foundation, Inc., a nonprofit Vermont corporation d/b/a the Vermont Music Library & Shop ("Big Heavy World"), the following authorizations:

1. The undersigned hereby expressly authorizes Big Heavy World to digitally copy, transmit, and play-back with amplification to the public the following sound recording ("Recording"):

Album Title:

Band or Artist's Stage Name:

1. License. The undersigned hereby grants to Big Heavy World, a non-exclusive, worldwide, royalty-free license to: (a) reproduce, distribute, publicly perform, publicly display and digitally perform the Recording in whole or in part; (b) create and use samples of the Recording solely for the purpose of demonstrating or promoting Big Heavy World's or the undersigned products, services or Web sites; (c) use any trademarks, service marks or trade names associated with the Recording in connection with the undersigned's Recording; and (d) use the name and likeness of any individuals represented in the Recording only in connection with the undersigned's Recording.

2. Compensation. Neither Big Heavy World nor the undersigned shall pay to the other any compensation or royalty for the acts authorized herein.

3. Representations and Warranties. The undersigned represents and warrants that (a) the Recording is the undersigned's own original work, and contains no sampled material, (b) the undersigned has full right and power to enter into and perform this agreement, and have secured all third party consents necessary to enter into this agreement, (c) the Recording does not and will not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights, rights of publicity or privacy, or moral rights (d) the Recording does not and will not violate any law, statute, ordinance or regulation; (e) the Recording is not and will not be defamatory, trade libelous, pornographic or obscene. The undersigned agrees to indemnify and hold Big Heavy World and its customers harmless from any and all damages and costs, including reasonable attorney's fees, arising out of or related to the undersigned's breach of the representations and warranties described in this section.

4. Ownership. The undersigned retains ownership of the copyrights and all other rights in the Recording, subject to the NON-EXCLUSIVE rights granted to Big Heavy World under this agreement. The undersigned is free to grant similar rights to others during and after the term of this agreement.

5. This authorization may be revoked at any time by the undersigned, provided that the parties agree that such revocation shall become effective one hundred (100) business days after written notice of such revocation is received by Big Heavy World.

Artist or Authorized Representative (Printed):

Signature & Date:

Address:

City, State, Zip:

Phone:

E-Mail:

URL:

http:// _____



www.BIGHEAVYWORLD.COM

www.VERMONTMUSICSHOP.COM

P.O. Box 428
BURLINGTON, VT 05402-0428
MUSICSHOP@BIGHEAVYWORLD.NET

(802) 865-1140