



Media Mangy Service Contract

This Contract for Services is made effective as of the date of purchase by and between the Artist, or a representative of the Artist, (“Employer”), and Media Mangy (“Contractor”) of 341 East 38th St #4c New York, NY 10016

1. **DESCRIPTION OF SERVICES.** Beginning on the date of purchase, Contractor will provide to Employer the following services (collectively, the “Services”).

Mix 1 Song Get your song mixed by a professional studio engineer. **Strength: Professionalism.** A mixed song is required to take your music to the next level, including FM, Sirius and Online Radio Play, major Blog Placements, Major Label Meetings, etc.

2. **PAYMENT.** Subject to Media Mangy’s performance of its duties and obligations as set forth in this agreement, Media Mangy has collected payment in the amount of \$150.00, hereby executing this Contract and starting the services above.

In addition to any other right or remedy provided by law, if Employer fails to pay for the Services when due, Contractor has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

Also, after making the payment, Employer is required to remain in contact with Contractor and provide any information requested by Contractor after the Contract is made effective. Failure to provide this information may result in Contractor’s inability to perform some or all of the services listed above to Employer, and Contractor is not liable to inability to perform services due to lack of communication or information from Employer.

3. **TERM.** This Contract will terminate automatically upon execution of agreed terms.
4. **WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (Collectively the “Work Product”) developed in whole or in part by Contractor in connection with the Services will be the exclusive property of Employer. Upon request, Contractor will execute all documents necessary to confirm or perfect the exclusive ownership of Employer to the Work Product.



5. **CONFIDENTIALITY.** Contractor, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Contractor, or divulge, disclose, or communicate in any manner, any information that is proprietary to Employer.
Employer, Contractor and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.
6. **WARRANTY.** Contractor shall provide its services and meet its obligations under this agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally professional standards in Contractor's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Contractor on similar projects. Upon receipt of purchase by Employer, denoting his/her agreement to the terms of this Contract and the commencement of the terms of agreement, Contractor will have a grace period of thirty (30) days to initiate services, given proper communication and information provided by Employer upon request by Contractor. Employer will be unable to request a full refund of the payment listed above once Contractor has begun the services listed above.
7. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this agreement.
 - a. The insolvency or bankruptcy of either party.
 - b. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
 - c. The failure to make available or deliver the Services in the time and manner provided for in this agreement.
8. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults to substantially perform any provision, term or condition of this agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party



receiving such notice shall have 7 days from the effective date of such notice to cure the default (s) within such time period shall result in the automatic termination of this agreement.

9. **FORCE MAJEURE.** If performance of this agreement or any obligation under this agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party is unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent reasonably necessary by such event. The term Force Majeure shall include, without limitation, acts of GOD, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

10. **ARBITRATION.** Any controversies or disputes arising out of or relating to this agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the



continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this agreement.

11. **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 concerning the subject matter of this agreement. This agreement supersedes any prior written or oral agreements between the parties.
12. **SEVERABILITY.** If any provision of this agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will 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 and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
13. **AMENDMENT.** This agreement may be modified or amended in writing, if the parties obligated under the amendment sign the amended agreement.
14. **GOVERNING LAW.** This agreement shall be construed in accordance with the laws of the State of New York.
15. **NOTICE.** Any notice or communication required or permitted under this agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
16. **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 Contract.
17. Nothing in this agreement shall be construed to create a partnership or joint venture between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date of purchase. Employer's purchase and receipt of said purchase denotes Employer's



understanding and agreement to the terms of agreement detailed in this document.

Thank You. MM