

Release and Compensation Agreement

For and in consideration of my engagement as a musical artist by The Hit Department, Inc. (hereinafter referred to as "HD"), I hereby acknowledge that HD, its officers, directors, employees, representatives, successors, and assigns, those for whom HD is acting, and those acting with HD's permission, have the right and permission to e-mail, broadcast via the internet, play on the website ("the hit department.com") and distribute via MPEG3 downloads of my music from the music CD's and or Music Videos I have submitted to The Hit Department, Inc.

In conjunction with my own or a fictitious name for use on HD's website, including the use of any printed matter in conjunction therewith. I further acknowledge that HD is licensed for non-exclusive electronic distribution rights for the materials, which I may have created and have submitted to HD. Should ownership of HD change hands all components of this agreement are 100% transferable the new ownership.

I hereby waive any right to inspect or approve the finished web site or printed matter used in conjunction therewith.

I hereby release, discharge and agree to hold harmless HD, its officers, directors, employees, representatives, successors and assigns or any person(s) or entity acting under HD's permission or authority in distributing the music, from any liability as a result of my image distortion in any manner, either intentionally or otherwise, that may occur in download distribution or internet broadcast, even should such distortion subject me to ridicule or indignity in any manner.

I hereby certify that I am over eighteen (18) years of age and fully competent to contract in my name. I further certify that I own and have legal authority to authorize HD to use my recordings, video or audio on the Hit Department.com. I further indemnify HD against any legal action from any third party in conjunction with the video or audio recordings that I have submitted, including but not limited to all costs and expenses, including reasonable attorneys' fees, incurred by DVC and/or its officers, directors, employees or representatives, in defending itself or themselves in the litigation.

If I submit music to be downloadable, I am to be compensated and receive for my engagement as Musical Artist, for my participation on The Hit Department.Com on which my music will be playable and downloadable including my participation on camera, off camera or in any other capacity, 60%(sixty percent) of all collected fees for Mpeg downloads of my music. I also agree that I will receive no compensation for music played, videos shown or live performances or interviews of myself on the Hit Department.com.

I expressly agree that in the event I bring litigation against HD, its officers, directors, employees or representatives as a result of my engagement with DVC video talent or to enforce the terms of this Release and Compensation Agreement, if I do not prevail as determined by a court of law, I am liable for all costs and expenses, including reasonable attorneys' fees, incurred by DVC and/or its officers, directors, employees or representatives, in defending itself or themselves in the litigation.

This contract may be terminated by either party with 30 (thirty days) written notice. At such time all music provided by the Musical Artist shall be removed from The Hit Department.com and all money owed to the Musical Artist will be paid within 90 (ninety) days of receipt of the written notice.

This Agreement is accepted upon your use of the Hit Department.com Website and by submitting any music, recordings or videos to the Hit Department. This Agreement constitutes the entire agreement between you and the Hit Department regarding the use of the Hit Department website. The failure of the Hit Department to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and the balance of the Agreement remains in force.

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to the choice of law provisions thereof.

I have read the foregoing voluntary Release and Compensation Agreement, and expressly warrant that I fully UNDERSTAND the contents and provisions hereof.