

PEAK PERFORMANCE PROJECT PARTICIPATION AGREEMENT

This AGREEMENT made and entered into as of the 1st day of June, 2011 (the Agreement”)

_____ [insert Artist performing name] a resident of the

City of _____ [insert city name], British Columbia and having a residence at

_____ [insert artist address]

including the following members [insert all artist member names]:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

(collectively and individually the “Artist”); and

OF THE FIRST PART

The Peak FM owned and operated by **Jim Pattison Broadcasting Group Limited** Partnership #300 – 1401 West 8th Avenue, Vancouver, BC V6H 1C9; and

(“The Peak”); and

OF THE SECOND PART

Music BC Industry Association a non-profit society incorporated under the laws of the Province of British Columbia and having an office at #530 – 425 Carrall Street, Vancouver, B.C. V6B 6E3

(“Music BC”)

OF THE THIRD PART

WHEREAS the Artist desires to participate in the Peak Performance Project (“PEAK PP”), a program developed through The Peak’s Canadian Content Development fund obligations to the CRTC and administered by Music BC.

AND WHEREAS the Peak and Music BC desire that the Artist participates in the PEAK PP.

NOW THEREFORE in consideration of the mutual covenants and agreements set forth herein the parties agree as follows:

1. Artist agrees to the rules, terms and conditions set out in the PEAK PP Guidelines set out in Schedule “A” to this Agreement (the “Guidelines”).
2. The Peak and Music BC agree that all copyrights in and to the sound recordings recorded under the PEAK PP shall be the exclusive property of the Artist throughout the world in perpetuity, however Artist agrees to execute the Mechanical and Master Use License Waiver Agreement as set out in Schedule “B” to this Agreement for all demonstration recordings delivered for application to the PEAK PP, all songs recorded under the PEAK PP program and for up to three (3) sound recordings as financed under the PEAK PP program as selected at the sole discretion of the Peak.
3. Artist agrees that any release of recordings financed under the PEAK PP shall contain The Peak and Music BC pre-approved logos and the following acknowledgement on the tray card of any Compact Discs, DVD or other physical devices and on the information provided under any digital download release:

“We acknowledge the generous financial support of the PEAK 100.5 FM Vancouver in the creation of these recordings through the Peak Performance Project as administered by Music BC”
4. Artist acknowledges and agrees that Music BC is the administrator of the PEAK PP and shall not be held liable for any payment of funds owing to the Artist that are not in Music BC’s possession.
5. Artist agrees that The Peak and Music BC may use Artist’s approved name and likeness in all media in promoting the PEAK PP and on all The Peak website and radio station promotions at no cost to The Peak or Music BC. Artist grants The Peak and Music BC the right to take digital pictures and to make audio and audio-visual recordings of all segments of the PEAK PP including the name, voice, musical and vocal performances, appearance, visage and likeness of the Artist (the “Production”) and further grants The Peak and Music BC to release the Production to the public by streaming over the internet, broadcasting on the radio and internet radio, posting to various third party website such as facebook and

- myspace, broadcasting on television and otherwise posting, streaming, broadcasting in all media throughout the world and in perpetuity at no cost or fee to The Peak and Music BC.
6. Artist agrees that Artist shall perform for all required artist showcases and acknowledges that compensation for such showcasing shall be solely in the promotion provided by The Peak and Music BC as part of the PEAK PP or as otherwise set out in the Guidelines . Showcasing shall include but not be limited to performances at The Peak Vancouver 125 Showcase, The Surrey Canada Day showcase, The Peak Boot Camp, the Peak Performance section of the PEAK PP and the final Summit concert as described in the Guidelines. Artist agrees to appear for at least one additional PEAK PP showcase performance within one year of the announcement of the Summit award winners at no cost to The Peak or Music BC.
 7. Parties agree that the PEAK PP is subject to all Canadian provincial, federal and municipal laws and regulations.
 8. No purchase of any product is required for Artist to enter into the PEAK PP.
 9. Artist hereby releases The Peak and Music BC and their respective advertising and promotional agencies, the PEAK PP judges, the PEAK PP committee and where applicable their respective directors, officers, owners, partners, employees, volunteers, agents, representatives, successors and assigns from any and all liability in connection with the operation of the PEAK PP and the Artist's participation in the PEAK PP, including all actions, causes of action, damages, claims and demands whatsoever and not so as to restrict the generality of the foregoing including claims for breach of contract and damages, loss and injury not now known or anticipated but which may arise in the future and all effects and consequences thereof.
 10. Artist agrees that The Peak and Music BC may remove the Artist from the PEAK PP at any time should The Peak or Music BC in their sole discretion determine that the Artist is in contravention of the Guidelines.
 11. Governing Law. This Agreement shall be construed under the laws of the Province of British Columbia applicable to contracts performed wholly therein. All parties agree that service of process may be made by registered or certified mail or by private courier, return receipt requested, addressed to the parties as set out below.
 12. Notices. All notices hereunder required to be given to the parties shall be sent to those addresses first written above. In the case of disruption of postal service, all notices shall be delivered by private courier.

13. **Headings.** The Headings and marginal notes hereto are for the purpose of convenience only and shall not be at any time deemed or construed or allowed to affect the construction or interpretation of this Agreement and in no way shall define, limit or describe the scope or intent of this Agreement.
14. **Severability.** If any clause, sentence, paragraph or part of this agreement or application thereof to any person shall for any reason be judged by a court of competent jurisdiction to be invalid, such a judgment shall not affect the remainder of this Agreement, which shall continue in full force and effect, but such judgment shall be limited and confined in its operation to the clause, sentence, paragraph or part thereof directly dealt with in the litigation.
15. **Entire Agreement.** This writing sets forth the entire Agreement between the parties with respect to the subject matter contained herein and cancels and supersedes any prior understandings and agreements between the parties hereto. There are no representations, warranties, terms, conditions, undertakings or agreements, express, implies or statutory, between the parties hereto other than expressly set forth in this Agreement.
16. **Capacity:** The members of the Artist agree that they have full legal capacity to enter into this Agreement being nineteen (19) years of age.
17. **No Modifications.** No modifications, amendment, waiver, termination or discharge of this Agreement shall be binding upon the parties unless confirmed by written instrument signed by all parties. No waiver of any provision or of any default under this Agreement shall be binding unless made in writing and signed by the party purporting to give same. Unless otherwise provided for in the written waiver, such waiver shall not thereafter affect any other rights of the party waiving such right.
18. **Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties, their successors, permitted assigns, executors, administrators, representatives, and heirs.
19. **Included Terms.** The singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and, where applicable to a corporation.
20. **References to Whole Agreement.** Unless otherwise stated, the words “herein”, “hereof”, and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular section, subsection or other subdivision or schedule.

- 21. Independent Legal Advice. The parties agree that they have sought independent legal advice as regards to this contract and its contents or have waived the right to receive the same.
- 22. Assignment. No party may assign this agreement without the prior written consent of the other parties, such consent not to be unreasonable withheld.

This agreement dated the 1st day of June, 2010, is a firm and binding agreement.

Acknowledged and Agreed:

Jim Pattison Broadcasting Group Limited Partnership

Per:

Music BC Industry Association

Per:

Artist

Signed, Sealed and Delivered)
in the presence of :)

_____)
Witness)

[artist signature]

_____)
Address)

[print artist name]

If additional members, please have all members sign:

Signed, Sealed and Delivered)
in the presence of :)

_____)
Witness)

[artist signature]

_____)
Address)

[print artist name]

Signed, Sealed and Delivered)
in the presence of :)

_____))
Witness)

_____))

Address)

_____))
[artist signature]

_____))

_____))
[print artist name]

Signed, Sealed and Delivered)
in the presence of :)

_____))
Witness)

_____))

Address)

_____))
[artist signature]

_____))

_____))
[print artist name]

Signed, Sealed and Delivered)
in the presence of :)

_____))
Witness)

_____))

Address)

_____))
[artist signature]

_____))

_____))
[print artist name]