

# NDB Publishing Group Company (Iron Gate Records)

THIS AGREEMENT is made and entered into as of the DATE:

106 Public Square	
Gallatin, TN 37066	
Office: 615.241.6720	
mark@irongaterecords.com	
AND	
ARTIST/BAND:	
NAMED REP:	(herein referred to as the "ARTIST"
Street Address:	
City, State, Zip:	
Cell Phone:	
Email:	

NDB Publishing Group Company (Iron Gate Records) (herein referred to as the "LABEL")

- A. The ARTIST wishes to obtain advice, guidance, counsel and direction in the development and advancement of the ARTIST's music, recording and performing and in areas where the ARTIST's talents can be presented, developed, and advanced; and
- B. The LABEL, by reason of the LABEL's contacts, experience, resources, background, and opportunities, is qualified to render such advice, guidance, counsel, and direction to ARTIST.

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is agreed and understood as follows:

### **AGREEMENT SPECIFICS:**

BY AND BETWEEN:

This exclusive contract will be for an initial period of six (6) months and then automatically renewed on a month-to-month basis. However, after the initial contract term and with 30 days notice, the contract can be terminated by either party for any reason. Upon termination the artist will be removed from the LABEL's roster and website. All music released by the artist during the term of this agreement will remain in distribution for an annual maintenance fee and/or moved to ARTST'S new label or distribution service. This shall be completed within the thirty (30) day termination period.

January 2024 Iron Gate Records Page 3

LABEL will make best efforts for promotion and push for placement of the ARTIST's music and distribution. The ARTIST will provide a finished song to include the required .WAV format and album cover art (1500 x 1500 pixels) along with other details as required for distribution through Iron Gate Records. This distribution will be provided and in effect for as long as this contract is in place.

- Included is in-house publicity which includes press releases and announcements on the LABEL website. <u>Record Label | Iron Gate Records | Nashville</u>
- Distribution will be through Iron Gate Records distribution services.
- Assistance in sourcing and complete recording, editing, mixing, and mastering ARTIST's music for release.
- Video promotions on videos to media platforms & outlets.
- Major promotional opportunities will be offered for ARTIST showcases and live streaming to include placing ARTIST music on Iron Gate Records Radio and interviews with LABEL's podcast, "The Independent Musician".
- Digital marketing services through the LABEL's company, 3 Rare Designs based on budgets and separate agreements for those services. 3 rare designs | 3raredesigns

#### For consideration by ARTIST:

- ARTIST will pay \$175.00 per month via Credit Card; VENMO or other services to the LABEL's account upon invoicing. This amount shall be net of any fees charged by the payment vendor.
- ARTIST assumes all responsibilities for Mechanical License, Sync Licensing, Publishing Royalties & Performance Right Organizations (ASCAP, BMI, SESAC pay royalties to writer/publisher).
  - o However, the label can assist with required Mechanical Licenses for an additional fee.
- ARTIST OWNS their master copy unless a co-write with the LABEL's publishing company or other writers that
  may appear on the ARTIST music and release.
- ARTIST receives 100% of streaming royalties, less any direct distribution costs by DSP's.
- ARTIST retains all profits on merchandise sales.
- ARTIST retains all tips, subscriptions and/or other income derived from ARTIST performances or music after LABEL fees charged as agreed.

#### For consideration by LABEL:

- LABEL will use their technology platform to provide distribution, social media management, merchandise store front (if necessary) and reporting/analytics.
- LABEL will use their technology platform to make their best efforts for booking and tour management with an agency fee of no less than 15% of the venue booking.
- LABEL will work with ARTIST to develop additional budgets for release plans as well as advertising, promotion, and placement of the ARTIST's music.
- LABEL does NOT claim any royalty, writing or publishing rights unless a co-write with LABEL's publishing company and through a separate publishing agreement.
- LABEL will allow and encourage ARTIST to use the logo and representation by the LABEL in all their social media, websites, written communication, and performances.

#### OTHER RESPONSIBILITIES (Additional Budgeting Considerations):

- LABEL contracts with when an advertisement and/or promotion is needed for the release of a new single, EP or album unless otherwise agreed by the ARTIST and the LABEL.
- LABEL works with ARTIST to design the ads and determine where and when placement occurs where necessary.
- ALL artwork on programs, flyers, ads must be approved by LABEL to ensure quality and inclusion of all
  information needed.
- LABEL reserves the right to request a song that represents LABEL's desired quality and content for release.
- LABEL will assist the ARTIST in developing appropriate marketing plans and budgets and assist the ARTIST in achieving promotional objectives.



LABEL will offer all available marketing and promotional services to the ARTIST. These services are defined along with pricing at the LABEL website and may change from time to time. OFFERING & PRICE | Iron Gate Records

## ARTIST NON-CIRCUMVENT AGREEMENT

In and for valuable consideration, ARTIST hereby agrees that NDB PUBLISHING GROJP COMPANY (Iron Gate Records) "the LABEL" may introduce (whether by written, oral, data, or other form of communication) ARTIST to one or more opportunities, including, without limitation, natural persons, corporations, limited liability companies, partnerships, unincorporated businesses, sole proprietorships, and similar entities (hereinafter an "Opportunity" or ""Opportunities"").

ARTIST further acknowledges and agrees that the identity of the subject Opportunities, and all other information concerning an Opportunity (including without limitation, all mailing information, phone and fax numbers, email addresses and other contact information) introduced hereunder are the property of the LABEL, and shall be treated as confidential and proprietary information by ARTIST, it affiliates, officers, directors, shareholders, employees, agents, representatives, successors and assigns. The ARTIST shall not use such information, except in the context of any arrangement with LABEL in which LABEL is directly and actively involved, and never without LABEL's prior written approval.

ARTIST further agrees that neither it nor its employees, affiliates, or assigns, shall enter into, or otherwise arrange (either for it/him/herself, or any other person or entity) any business relationship, contact any person regarding such Opportunity, either directly or indirectly, or any of its affiliates, or accept any compensation or advantage in relation to such Opportunity except as directly through the LABEL, without the prior written approval of LABEL. LABEL is relying on ARTIST's assent to these terms and their intent to be bound by the terms by evidence of their signature. Without ARTIST's signed assent to these terms, LABEL would not introduce any Opportunity or disclose any confidential information to ARTIST as herein described.

This non-circumvent agreement will be in force for six (6) months after termination of the relationship by the ARTIST or by the LABEL.

IN WITNESS WHEREOF, the parties hereto have properly executed this Agreement as of the day and year first written above.

Mark A. Skoda

Signing for ARTIST:

Chief Executive Officer Iron Gate Records

Mark a. Senta

Name of ARTIST or Group:

	Iron Gate Records Service Pricing - January 2025			
Service Category	Service	Description	Pricing	
Artist Onboarding	Solo Artist Subscription - Full	All Core Artist Services - Monthly	\$125	
Artist Officialiting	Band Subscription - Full	All Core Artist Services - Monthly	\$175	
	·	Includes full subscription plus A&R and consulting sessions		
	New Artist Development	(90 days then to Artist Subscription)	\$500	
Core Artist Services	Booking Post	Provide a link to booking service within our booking management system for your website and posted on Iron Gate Records	Included	
	Calendar Gig Promotion	Integrated calendar to IGR and artist to promote gigs and tour events		
	Contact Linq Card	Logo'd NFC/QR code Linq team card & profile	Included	
	EPK	Develop and provide link for your website with an Electronic  Press Kit (EPK)	Included	
	GeoMelody	Onboarding and no-cost subscription to GeoMelody upon release to market.		
	IGR Radio	You music uploaded, played and distributed on IGR radio	Included	
	IGR Radio App (iOS & Android)	Download and share IGR Radio iOS & Android apps for your fans to listen via mobile. Includes podcasts & blogs from Iron Gate Records		
	Independent Musician Podcast	Semi-annual podcast interview and distribution	Included	
	Music Distribution	Unlimited Songs/Albums distribution to over 150 platforms globally	Included	
	Newsletter	Monthly publishing of Behind The Gate newsletter with news content and analysis		
	Popup Integration for Email	Integrate email capture for website & email list	Included	
	Press Release	Press release for new artist & up to 4 songs per year	Included	
	Quarterly Reviews	CEO & A&R ZOOM meetings with each artist along with feedback and services review	Included	
	Quarterly Research Notes	GR adding research notes and blogs pertaining to the music business for artists	Included	
	Research Hub	Key reports and action items for them music industry, training materials and artist management tools	Included	
	Shopify Merchant Store	Custom merchandise store with integration to Spotify, on- demand print, placement on the IGR website, and link provided for your website	Included	
	Social Media Analytics	Complete posting and AI enhanced social media analytics platform. Platform through our 3 Rare Designs Social Media Analytics	Included	
	Website Analytics	Integrate website to social media analytics panel	Included	
	Website Review	Semi-Annual review of your website and social media accounts	Included	
Digitial Marketing Services	Digital Marketing Services	Iron Gate Records offers a full compliment of digital marketing services through our wholly owned DMS Agency, 3 Rare Designs (see pricing below)	Per Use Case	
Booking and Representation	Booking Agency	Booking services based on gross contract value	15% Per Event	
	Tour Management	Quarterly tour operations and coordination after review and consideration by IGR Tour Management.	20% Per Event	
	Virtual Agent	10 hours/month dedicated agent service	\$150 Monthly	
Promotional Services	Piagraphy Consusting	Develop and revise artist biography	\$50 Per Event	
Fromotional Services	Biography Copywriting Press Release Level 1	Develop and revise artist biography Press release and distribution to over 50 online services	\$85 Per Event	
		Press release and distribution to AP News and 80+ online		
	Press Release Level 2 Fan Reviews (100)	services Compilation of reviews for social media use	\$150 Per Event \$60 Per Song	
Advertising	Billboard - Times Square	Time Square LED billboard ad slot	\$800 Per Event	
Autorianis	Billboard - Nashville	Nashville LED billboard ad slot	\$350 Per Event	
	Billboard - Blip Service	Booking additional billboards through Blip services	20% Per Event	
Outreach and Media	Curator Submissions	Music submission to selected industry professionals	\$3 Per Contact	
	Virtual Publicist	Promotion to blogs, magazines, and trade editors	\$50 Per Event	
Digital Optimization and Web Services	Social Media Optimization	Monthly social media promotion	\$350 Monthly	
	Search Engine Optimization	Monthly SEO for higher search ranking	\$250 Monthly	
	WordPress Website	Dynamic 10-page WordPress website build	\$750 Per Event	
	WordPress Website Update WordPress Maintenance	Content updates for WordPress sites Annual website maintenance and updates	\$150 Per Event \$250 Annually	
	Words ress manifestance	Annual Website maintenance and updates	4200 Ailitially	
Interactive Services and Upcoming Features	Al Fan Chatbot	Development of a website chatbot	\$250 Per Event	
	Al Fan Chatbot Maintenance	Monthly maintenance for the chatbot	\$40 Monthly	
	GeoMelody Streaming	New mobile streaming & social ecosystem app	\$10 Monthly	

IGR 3 Rare Designs Digital Marketing Services				
ARTIST PACKAGE PRICING				
Service Category	Platinum \$675/month	Gold \$550/month	Silver \$400/month	
Immediate Focus	Full social media review and audit; kickoff growth strategy; guidance and posting on major platforms; content strategy implementation; marketing plan development; overall direction for release and activities.	Full social media review and audit; guidance and posting on major platforms; content strategy implementation; marketing plan development.	Full social media review and audit; guidance and posting on major platforms.	
Content Assistance	Assist in creating content and tools for an active online community; aim to post daily on all networks.	Assist in creating content and tools; follow outlined strategy.	Provide guidance for creating content and tools.	
Album Promotion Activities	Extensive activities including track snippets, official hashtags, Spotify playlists and contests, video series, memes, Behind The Scenes content, SmartURL landing page, suite of videos, fan reviews, and media sharing.	Activities like track snippets, hashtags, Spotify playlists, contests, video series, memes, Behind The Scenes content, and suite of videos.	Basic activities like track snippets, hashtags, Spotify playlists, contests, and setting up Spotify Save.	
Press and Playlist Pitching	Press release preparation and servicing; manage reviews and interview requests; present new single to playlists.	Press release preparation and servicing; present new single to playlists.	Press release preparation and servicing.	
Bandsintown and Show Strategy	Migrate email list; utilize for direct-to-fan marketing; manage marketing campaigns; ongoing tour contest; market tour dates and non-tour activities.	Migrate email list; utilize for direct-to-fan marketing; manage marketing campaigns.	Migrate email list; utilize for direct-to-fan marketing.	
Email List Strategy	Develop and implement plans to grow and contact the email list.	Develop and implement plans to grow and contact the email list.	Develop a plan to grow the email list.	
Growth Strategy	Campaigns to grow followers on multiple platforms including Bandsintown, YouTube, Spotify, email, Instagram, Facebook, TikTok, and Twitter.	Campaigns to grow followers on multiple platforms.	Campaigns to grow followers on Bandsintown, YouTube, Spotify, and Instagram.	
Merchandise Strategy	Provide direction and guidance on merchandise items and marketing.	Provide direction and guidance on merchandise items.	Provide guidance on merchandise items.	
Content Strategy	Engage fans through conversations, sharing, and likes; post 1-2 items daily; create a content calendar; target content based on Facebook data; aim for engagement and conversions.	Engage fans through conversations, sharing, and likes; post 1 item daily; create a content calendar; target content based on Facebook data.	Engage fans through conversations, sharing, and likes; target content based on Facebook data.	
Content Types and Examples	Variety of content including video (performances, live streaming, behind the scenes), photo (personal moments, fan photos), audio (music, interviews), and text (status updates, tweets, blogs).	Similar to Platinum but slightly less extensive in each category.	Basic content types like video (performances, behind the scenes), photo (personal moments, fan photos), audio (music), and text (status updates).	
Contract Retainer and Terms	\$675/month for 3 months minimum; best efforts, no guarantees; 30 days written notice for cancellation, 50% of one month's fee as cancellation fee; advertising costs charged to client.	\$550/month for 3 months minimum; best efforts, no guarantees; 30 days written notice for cancellation, 50% of one month's fee as cancellation fee; advertising costs charged to client.	\$400/month for 3 months minimum; best efforts, no guarantees; 30 days written notice for cancellation, 50% of one month's fee as cancellation fee; advertising costs charged to client.	