

Folksinger Michael Johnathon has devoted his career to spreading the artistic ideals of folk music worldwide, and his syndicated radio show, the *WoodSongs Old-Time Radio Hour* is his musical gift to those who care to listen.

The *WoodSongs Coffeehouse* is the natural, next step in this effort. Each local chapter will provide an independent stage for regional artists and give the audience a chance to explore the rich world of music that exists in their own hometowns.

WoodSongs, Inc., a 501(c)3 non-profit private foundation, is the national administrator of the *WoodSongs Coffeehouse* project and seeks to enter into agreements with passionate, qualified folks who will strive to promote this concept in their home towns, and will devote the time and resources necessary to produce quality musical performances.

Therefore, WoodSongs, Inc. and the undersigned Licensee agree to the following terms establishing a local chapter of the *WoodSongs Coffeehouse* to be held at:

VENUE NAME AND ADDRESS:



Contract & Barraster Document



WoodSongs Coffeehouse
Chapter ID Number
www.woodsongs.com

You can use the WoodSongs® trademark for free.

1. **Authorization of Use of WOODSONGS® Servicemarks:** The *WoodSongs®* name and distinctive woodcut logo are servicemarks solely owned by **Rachel-Aubrey Music Inc.** who hereby grants permission to the Licensee to use the servicemarks at no cost for the sole purpose of promoting and advertising thier hometown *WoodSongs Coffeehouse* events. Any unauthorized use of the *WoodSongs* name or logo is strictly and specifically prohibited and shall result in the immediate cancellation of this Agreement without prior notification, and may result in legal action against the offending unauthorized user.

2. The Licensee will not change or alter the *WoodSongs®* name, design or logo in any manner. The Licensee will use the logo artwork as provided by Rachel Aubrey Music, Inc. or by its administrator, WoodSongs, Inc.

You own your local WoodSongs Coffeehouse.

3. **Independent Contractor:** Licensee shall at all times be an Independent Contractor rather than an employee or agent of WoodSongs, Inc. As an Independent Contractor, Licensee shall not be paid any remuneration, salary, income, or any other compensation by WoodSongs, Inc. Furthermore, WoodSongs, Inc. will not withhold or pay income taxes or FICA (*Social Security Taxes*) nor will provide unemployment or worker's compensation benefits for Licensee or any employee or agent of Licensee.

4.. Licensee shall be solely responsible for acquiring access to and gaining permission for necessary use of a concert site and all systems, fixtures, and other necessary items required by each *WoodSongs Coffeehouse* event.

We want to help . . . and we DONT want your money.

5. The local chapter of the *WoodSongs Coffeehouse* will maintain its own financial books, bank accounts and keep all funds generated for dispersion to support its own operation. WoodSongs, Inc. does not claim nor expect any share in the financial income of the local, hometown chapter.

6. If admission is charged to the audience members of the *WoodSongs Coffeehouse* event, Licensee agrees to remit at least seventy-five percent (75%) of any admission charge not retained by the venue owner to the artists performing at each event.

7. WoodSongs, Inc. will provide booking/contact text and link on the *WoodSongs Coffeehouse* section of the WoodSongs website (www.woodsongs.com) and the local chapter will be welcomed on the national broadcast of the *WoodSongs Old-Time Radio Hour* at no charge to Licensee.

The local WoodSongs Coffeehouse is not a radio show . . .

8. If so desired, Licensee may arrange for local radio broadcasts of the *WoodSongs Coffeehouse* on any agreeable official affiliate of the *WoodSongs Old-Time Radio Hour*. Licensee must submit a sample/pilot copy of the program FIRST to us for review. If the radio station is not an affiliate of the *WoodSongs Old-Time Radio Hour* that station needs specific written permission from WoodSongs, Inc. prior to any such broadcast.

9. Licensee may arrange for broadcast of the *WoodSongs Coffeehouse* on local or regional television or on the internet. WoodSongs, Inc. will issue this specific written permission to the broadcaster and Licensee at no charge, cost or royalty to the broadcaster or Licensee upon approval.

Licensee initial: _____ WoodSongs, Inc initial: _____

Let's stay out of each other's receding hairlines.

10. **DISCLAIMER:** Licensee and Licensee's employees, agents, and assigns are solely responsible for all expenses related to and arising from the production of all *WoodSongs Coffeehouse* events. WOODSONGS, Inc.; POETMAN RECORDS USA, Inc.; the *WoodSongs Old-Time Radio Hour*; RACHEL-AUBREY MUSIC, Inc.; any of its underwriters, shareholders and sponsors (hereafter referred to as **PRODUCER'S GROUP**) and Michael Johnathon, individually, shall bear no responsibility for payment of any expense related to or arising out of any local *WoodSongs Coffeehouse* event.

PRODUCER'S GROUP and Michael Johnathon, individually, shall not bear any responsibility for payment of any fee, expense, or compensation to or for any artist appearing at - or for the owner or operator of any venue - or for the owner or operator of any sound equipment or any other item(s) rented, purchased or used in the production of any *WoodSongs Coffeehouse* event.

PRODUCER'S GROUP nor Michael Johnathon, individually, is nor shall be a guarantor of any agreement between Licensee and any party which is not a signatory to this Agreement and shall not be held liable for any agreement between Licensee and any party which is not a signatory to this Agreement.

11. Licensee shall indemnify and hold harmless PRODUCER'S GROUP and Michael Johnathon, individually, for any and all liability, civil or criminal, for any act committed by Licensee or Licensee's employees, agents, or assigns at any time and hold them harmless from any claim for damages arising out of any injury, death, or property damage in connection with any act committed by Licensee or Licensee's employees, agents, or assigns.

Let's all take the high road.

12. **Inappropriate Material:** This agreement may be canceled by WoodSongs, Inc. upon written notice if Licensee allows an artist or group performing at any *WoodSongs Coffeehouse* event to perform or present material not suitable for an audience of the general public, including children, or which may harm the public image or goodwill of WoodSongs, Inc. or its radio affiliates.

13. **Discriminatory Exclusion:** No person shall be excluded from performing, volunteering or attending any *WoodSongs Coffeehouse* event because of their race, religion, creed, sex, or disability (. . . *even banjo players*). WoodSongs, Inc. shall have sole discretion in determining whether such act shall result in the cancellation of this Agreement.

Legal mumbo-jumbo:

14. **Non-Compliance:** Failure to comply with the terms herein shall result in cancellation of this Agreement. Upon cancellation, Licensee shall cease all activities related to the production of any *WoodSongs Coffeehouse* event, shall cancel the next scheduled event, and shall immediately cease any and all use of the WOODSONGS servicemark otherwise authorized by this Agreement.

15. **Forum Selection:** The parties hereby agree that any grievance resulting from this Agreement shall be settled or adjudicated in compliance with and under the laws of the Commonwealth of Kentucky and any litigation resulting from such grievance shall be settled or adjudicated in Fayette County, Kentucky.

16. This Agreement contains the entire understanding of the parties, and no oral representation not contained herein shall be binding upon the parties hereto.

17. This Agreement shall take effect when signed by both parties and shall continue from year to year unless superseded by a later written Agreement duly executed by both parties. Any amendment to this Agreement must be in writing and shall not take effect until and unless such agreement is executed by both parties.

Approved and accepted on _____ by:

Licensee Authorized Signature
Licensee Complete Address:

Michael Johnathon
President, Folksinger & Tree Hugger
WoodSongs, Inc. -*dba-* WoodSongs Coffeehouse
PO Box 200
Lexington, KY 40588



Licensee Email:

Licensee Phone: