

The WoodSongs Coffeehouse Association

STEP THREE: BOOK THE ARTISTS & PROMOTE THE EVENTS By working with a nearby radio affiliate of the WoodSongs Old-Time Radio Hour, you are supporting your coffeehouse and your local station at the same time. Visit our online list of WoodSongs Affiliate Stations and call the program director of the station nearest you. Tell them you want to work with their station to set up a local, hometown chapter of the WoodSongs Coffeehouse. Promote the event on the air as "WXYZ presents the WoodSongs Coffeehouse featuring..." No stations in your area carry the show? Contact us and we can help!

Once you have the venue selected, contact us to arrange for the WoodSongs Coffeehouse agreement to be signed. It is absolutely FREE and gives you the right to use the name and logo "WoodSongs" as it relates to the WoodSongs Coffeehouse. Then, PICK YOUR FIRST DAY TO START!

We recommend working with an affiliate of the *WoodSongs Old-Time Radio Hour* to find artists and to promote the events. The station can select local artists from their playlist, good artists from the region or artists traveling through your area that have already appeared on the national broadcast of the *WoodSongs Old-Time Radio Hour*. Pack the house every month and have a wonderful, rewarding musical experience!



The First Colony Coffee & Tea Company helps underwrite our costs of presenting the WoodSongs Coffeehouse FREE OF CHARGE. Visit their website at: www.firstcolonycoffee.com

Why should I get involved in the WoodSongs Coffeehouse project?

Because it involves you, your local radio station and your local artists - together with your audience - in a very hometown way. It elevates public awareness of the wonderful talent that your hometown has to offer. It endears you to your regional artist community. It ties your local event into the national stage of the *WoodSongs Old-Time Radio Hour*

We already present music. Can I convert my series into a WoodSongs Coffeehouse?

Absolutely! You've already put most of the idea in motion. Once you have officially signed up, you can begin promoting the WoodSongs coffeehouse in your community right away. Simply contact us to change your music series into a WoodSongs Coffeehouse and we can begin right away.

The radio show doesn't air yet in my hometown. Can I start a WoodSongs Coffeehouse anyway?

Of course. We will announce your coffeehouse on the national broadcast and we will list you on our website immediately.

YES, I want to be involved! What can you do to help?

We will send you a WoodSongs Coffeehouse kit complete with a logo and artwork for posters, permission to use it, suggestions on approaching the media and local newspapers for support, a sample press release, a sample hand out sheet, what

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kind of artists to book, and other helpful materials. We will announce your chapter on the national broadcast plus and help send artists your way.

Does it cost \$\$\$ to become a WoodSongs Coffeehouse?

No. Nadda. Nothing! You own the local WoodSongs Coffeehouse. We bring you into the national association of WoodSongs as a FREE, non-profit service. There are no fees, no payments or royalties involved. All the income of the hometown coffeehouse stays with the local group or presenter.

How do I start?

Simple! Email us at coffeehouse@woodsongs.com, visit our website at woodsongs.com or call with any questions, 859-255-5700. We look forward to hearing from you. And thanks for your interest in bringing this magnificent musical tradition into your hometown!

CONTACT:

WoodSongs Coffeehouse Association
PO Box 200
Lexington, KY 40508

859-255-5700

gregpmr@aol.com

www.woodsongs.com



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CONTRACT (Print and Return)

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 hometowns, 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:

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.

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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 BUT . . .

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. 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.

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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.

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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
535 W. Second St., ste. L-102
Lexington, KY 40508

Licensee Email:

Licensee Phone:

Print, Sign and Return to:
WoodSongs Coffeehouse Association, PO Box 200 Lexington, KY 40588
or fax to 859-225-4020