



NDB Publishing Group Company (Iron Gate Records)

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

BY AND BETWEEN:

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

- 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:

This exclusive contract will be for an initial period of twelve (12) 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 ARTIST'S new label or distribution service. This shall be completed within the thirty (30) day termination period.

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. [Record Label | Iron Gate Records | Nashville](#)
- 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 \$200.00 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).
 - 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
Chief Executive Officer
Iron Gate Records

Signing for ARTIST:

Name of ARTIST or Group:

ADD ON SERVICES

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.