

DISCLAIMER

- 1) We are not licensed as Management Company, nor do we pretend to act as one, nor Manage any Artists.
- 2) We are NOT a Law firm, nor do we give any Legal Advice whatsoever.
- 3) We are not a licensed Booking Agency, nor will we be involved in the booking of any acts.
- 4) We are simply an ADVISORY SERVICE; We make absolutely NO representations or Warranties regarding the success of our clients OR the acceptance by the Music Industry of the client's works, performance, or finished CD product. The accessibility of talent into the Music world remains subjective and is forever agreed and accepted to be beyond our control; there are NO guarantees.
- 5) All clients, whether actual or prospective, HEREBY **RELEASES** www.gradingdemos.com and Las Vegas Entertainment Advisory Services, Inc. and any and all of its Independent A&R's from ANY and ALL liability arising from or in connection with any tapes, songs, recordings, CD's, and DEMOS submitted, and this RELEASE specifically includes any claims of copyright infringement by www.gradingdemos.com, Las Vegas Entertainment Advisory Services, Inc., or any third party who is acting in consort with the said parent company.
- 6) We *strongly urge*, but are *not* responsible for, clients registering their material with the Register of Copyrights located in Washington, D.C., in order to legally display ownership of copyright on any and all submitted CD's, tapes, lyric sheets, etc., including the accepted format, i.e. ©Music Person, 2005. You may write the copyright office at:

Copyright Office
Library of Congress
Washington, D.C. 20559, or call (202)707-3000 and request from them Form "PA" to copyright the Music and Lyrics, or Form "SR" to copyright the song and actual sound and recording.
- 7) Clients hereby REPRESENT that any and all materials submitted are the Original creation of the client, and that NO other third party not listed has any other rights or claims thereto the material and product.
- 8) In case of *Breach* of this AGREEMENT, then all the costs and expenses accrued, including reasonable attorney's fees incurred by the prevailing party shall be paid by the losing party. The obligation on the part of the Party NOT prevailing shall be deemed to have started upon the date of commencement of said action, and shall be enforceable whether or not the action is prosecuted for judgment. Should www.gradingdemos.com or Las Vegas Entertainment Advisory Services, Inc., or any third party be named as a Defendant in any suit brought by or against the client in connection with or arising out of Client's songs, CD's or recordings, Client shall pay www.gradingdemos.com and Las Vegas Entertainment Advisory Services, Inc. ALL costs and expenses arising out of such lawsuit including reasonable Attorney Fees for said suit.
- 9) The Laws of the State of Nevada shall govern the performance, validity, and enforcement of this AGREEMENT, should *either* Party institute legal suit or action for enforcement of any obligation contained in this AGREEMENT including the obligation of client to pay Fees by negotiable Monetary Instruments. It is AGREED that the venue of such suit be in CLARK COUNTY, State Of Nevada, and subscriber expressly consents to www.gradingdemos.com and Las Vegas Entertainment Advisory Services, Inc., designating the venue of any such suit or legal action.
- 10) The Provisions herein shall inure to the benefit of the Parties herein and any heirs, successors or assigns and shall survive the termination or cancellation of this AGREEMENT.
- 11) There shall be NO change, amendment, or modification of this AGREEMENT unless it is reduced to writing and signed by all parties hereto.

- 12) In the event that any provision hereof shall be for any reason unenforceable, it shall *not* affect the validity or enforcement of the remaining provisions hereof.
- 13) Any and all notices, statements, demands, and other communications required or permitted to be given by this AGREEMENT shall be made in writing enclosed in a stamped and mailed envelope by certified or registered mail in the United States Mails addressed to:
- Las Vegas Entertainment Advisory Services, Inc.
6130 Elton Ave.
Las Vegas, NV 89107
OR
Addressed to any client's address, as listed on the application form said to be in violation or contempt of the provisions of said AGREEMENT.
- 14) SUBMITTING MATERIAL TO WWW.GRADINGDEMOS.COM AND LAS VEGAS ENTERTAINMENT ADVISORY SERVICES, INC. HEREBY EACH ACKNOWLEDGE THAT THEY HAVE CAREFULLY **READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS.**
- 15) SIGNING the application for shall be AGREEMENT to the SCOPE and TERMS of the AGREEMENT and consent and APPROVAL forthwith.

I agree with the terms of the Grading Demos Disclaimer.

Signature

Date