

## **TERMS & CONDITIONS FOR HANDLING OF NEGLIGENT MONETARY LOSSES DURING PRODUCTION PROCESS**

This document is a notice and not a legal contract. This covers notice of what is expected of any parties entering into agreement with the Winter Solace (or any other company names used by the Winter Solace entity or when the Winter Solace entity is acting as a silent partner) Productions Entity (henceforth referred to as Winter Solace) to provide for them manufactured physical media related to their music.

**Recording Artist** is defined as the person who either recorded the music or appropriate representative.

**The production process** is defined as the following: 1. When both parties enter into an agreement to have physical media manufactured & subsequent negotiation of terms. 2. The process of mastering (if applicable) the music. 3. The process of artwork production. 4. Any pre-order campaign (for Vinyl Records & Textile Products only) to raise production funding. 5. The process & timeframe by which Winter Solace Productions is paying for manufacturing/the duration of manufacture. 6. Disbursement of royalties to the recording artist or entity of licensing in the form of either physical goods or monetary compensation. 7. Any other matters related to licensing with third party companies taking place after step 6. The process formally begins at step 1 and ends with step 6 or 7 (if applicable) being completed.

Refusal to accept royalties after both parties enter into an agreement will result in the termination of the partnership with the subsequent policies of cancellation being followed.

Failure of the recording artist to collect royalties for a period of 3 months after the initial release will result in the legal rights of the recording becoming the property of Winter Solace Productions.

**Negligence/Negligent** in this document is defined as any actions caused by: Willful or accidental negligence, cognitive impairment, mental handicap/incapacity, insanity (be it permanent or temporary) or other issues related to mental illness, intoxication, lack of comprehension of the English language, physical illness, incompetence, lack of experience & any other behavior that would not constitute that actions of normal human behavior.

Upon entering into an agreement with Winter Solace it is to be known by the recording artist the following points.

1. Winter Solace Productions retains the right to terminate the partnership at anytime without giving a reason with the subsequent policies of cancellation being followed.
2. In addition to the terms outlined within the policies of cancellation, Winter Solace will request reimbursement in full for any losses/expenses related to all issues related to copyrighted material being rejected by any production facility. An example of this would be sampling.
3. The entities in which the following conditions of security can be applied to are: Winter Solace, people acting as agents of Winter Solace Productions, Winter Solace provided third party services & customers

of the Winter Solace mail-order.

4. These policies are not applied for events initiated by any production plant unless a specific production is requested by the recording artist.

5. These terms do not protect any third party services requested by the recording artist who's services are not normally used by Winter Solace.

### **THE POLICY OF CANCELLATION**

In the event of the released being cancelled prior to manufacture Winter Solace production may request reimbursement for any third party services rendered out (mastering & graphics) which can be paid for by either the recording artist or any other entity.

In the event of the release being cancelled during the process of manufacture due to circumstances unrelated to the plant of production Winter Solace productions will require reimbursement of any expended funds. This provision is not applicable in the event that the cancellation is initiated by the production plant refusing to work on the project or legal issues related to the subject matter.

### **THE POLICY OF REIMBURSEMENT**

Winter Solace Productions will request reimbursement for the following items.

1. Any acts of negligence that either impede or prevent the manufacture.
2. Any acts of gross negligence that impede or obstruct any part of the production process. The term gross would imply excessive, but the right to request reimbursement for any actions of negligence is retained.
3. Any expenses related to a failure of any third party who is not normally used by Winter Solace to provide services. An example would be me having to get my graphics people to redo the artwork of another unknown designer.
4. Any expenses related to returned packages, including storage, repackaging and the penalty for failure to pay import taxes.
5. Any expenses related to either printed parts or physical media having to be re-manufactured at the direct request of the recording artist.

### **IN THE EVENT OF REIMBURSEMENT**

***For expenses between \$0.01 US Dollars to \$400 US Dollars*** – The recording artist will be expected to reimburse Winter Solace for any requested amount in a timely manner determined by Winter Solace. Failure to do so will result in the legal rights of the recording becoming the property of Winter Solace Productions.

***For expenses over the amount of \$400 dollars*** – The legal rights of the recording will become the

property of Winter Solace Productions either permanently or until such a time as Winter Solace Productions returns the rights, with a statement provided in writing.

It is assumed that any entity doing business with Winter Solace Productions understands these terms. Winter Solace chooses at its discretion to request certain individuals to sign another version of this document to be kept on file with the business records.

This document has not been formally proofread and any grammatical inaccuracies can't be used as justification to avoid any of the provisions.