



1425 Market Blvd., Ste
530-262
Roswell, GA 30076

Booking Quote

| Date | Estimate # |
|----------|------------|
| 7/1/2025 | 2027 |

Name / Address

South Oldham High School
jmick113@gmail.com

| Qty | Description | Price Each | Amount |
|--|--|--------------|------------|
| 1 | 1:45 Fully Original Custom Mix [Producer- Charlie] South Oldham HS | 1,500.00 | 1,500.00 |
| 1 | Administrative & Project Oversight Fee per mix | 200.00 | 200.00 |
| | 50% Deposit via CHECK/WIRE - \$850 -or- 50% Deposit via CARD - \$876 *3% Convenience Fee on Debit/Credit Transactions DUE at Booking with Signed Booking Agreement in order to Secure Original Discussed Production Dates | | |
| Excited to be working with Your Program!:) | | Total | \$1,700.00 |

| Team | Division & AG/Coed | Mix Length | Producer | Mix Type | Price | Team & Music Details Due Date | Submission Date | Completion Date |
|--------------|--------------------|------------|----------|----------------|---------|-------------------------------|-----------------|-----------------|
| South Oldham | Medium/Large AG | 1:45 | Charlie | Fully Original | \$1,700 | ASAP UPON DEPOSIT | 29-Sep | 13-Oct |

\$1,700

Quote For: South Oldham High School
2025-2026

Quote Date: Monday, June 23, 2025

Quote Created by: Aly V.

| | |
|--|-------|
| 50% Deposit via CHECK | \$850 |
| or | |
| 50% Deposit via CARD | \$876 |
| *3% Convenience Fee on Debit/Credit Transactions | |

DEPOSIT DUE **AT BOOKING** WITH SIGNED BOOKING AGREEMENT IN ORDER TO SECURE DATES

Submission Initials: _____ Completion Initials: _____



I agree that if the above Submission Deadlines are not met, my project(s) will be pushed back to my producers **next available** dates.

Signature: _____

Date: _____

PLEASE CHOOSE YOUR PREFERRED PAYMENT METHOD

WIRE TRANSFER

I WILL BE SENDING A WIRE TRANSFER:

**PAYMENT BY WIRE IS DUE WITHIN 5-7 DAYS OF BOOKING IN ORDER TO SECURE PRODUCTION DATES* INITIALS: _____

WIRE TRANSFER INFORMATION

BANK OF AMERICA
NEW LEVEL MUSIC, LLC
ACCOUNT NUMBER: 334050553718
ROUTING NUMBER: 026009593

****A \$40 fee will be assessed for all intertation wies under \$1000 USD**

ACH PAYMENT

I WILL BE SENDING AN ACH PAYMENT:

**PAYMENT BY ACH IS DUE WITHIN 5-7 DAYS OF BOOKING IN ORDER TO SECURE PRODUCTION DATES* INITIALS: _____

ACH TRANSFER INFORMATION

BANK OF AMERICA
NEW LEVEL MUSIC, LLC ACCOUNT
NUMBER: 33405055371
ROUTING NUMBER: 061000052

SENDING A CHECK

I WILL BE SENDING A CHECK FOR PAYMENT:

**PAYMENT BY CHECK IS DUE WITHIN 5-7 DAYS OF BOOKING IN ORDER TO SECURE PRODUCTION DATES* INITIALS: _____

****ALL TRANSACTIONS OVER \$10,000 MUST BE MADE BY WIRE TRANSFER (PAYMENTS MAY NOT BE SPLIT)**

DEBIT/CREDIT CARD

I WILL BE PAYING BY CREIDT CARD:

**PAYMENT WILL BE PROCESSED SAME DAY AGREEMENT IS RECEIVED*

CARDHOLDER NAME: _____

ADDRESS ON CARD: _____

CITY/STATE: _____ ZIP CODE: _____

CARD TYPE: _____ EXPIRATION DATE: _____ SECURITY CODE: _____

CARD NUMBER: _____

I, _____, AUTHORIZE NEW LEVEL MUSIC TO CHARGE THE ABOVE LISTED CREDIT CARD FOR DEPOSITS AND BALANCES DUE ON MY INVOICES. BY SIGNING BELOW, I AGREE THAT I AM AUTHORIZED TO MAKE CHARGES TO THE ABOVE LISTED CREDIT CARD. FURTHERMORE, I UNDERSTAND THAT NLM WILL PROVIDE INVOICES AND NOTIFICATION OF ANY MONIES DUE.

****A 3% CONVENIENCE FEE WILL BE ADDED TO ALL CREDIT/DEBIT CARD PAYMENTS.**

SIGNATURE : _____

DATE: _____

(WILL ACCEPT DIGITAL SIGNATURE BY TYPING OUT THE FULL NAME AS APPEARS ON CARD) BY SIGNING THIS LINE I AGREE TO THE PAMENT TYPE SELECTED ABOVE.

MUSIC PRODUCTION AGREEMENT

This Music Production Agreement (the “Agreement”) is entered on _____ 2025 by and between New Level Music, LLC, with a principal place of business at 1425 Market Blvd, STE 530-262, Roswell, Georgia, 30076 (“New Level”) and _____, with a principal place of business at _____ (“Client”), for the production of a Cheerleading music recording, tentatively entitled _____ 2025-2026 (“Project”), under the following terms and conditions:

1. **PROJECT DESCRIPTION:** Client hereby engages with New Level, its subcontractors and assignees, subject to the terms and conditions set forth herein, to render services as producer, musical director, conductor, arranger and composer in connection with the Project. The services to be rendered by New Level hereunder shall be those customarily rendered by persons rendering similar services in a similar capacity in the music industry. Without limitation, as requested by New Level, New Level may be required to compose original music suitable in duration and content for the use as the title, background, theme, bridge and cue music for the Project, rearrange, orchestrate, copy and score music written by New Level subcontractor’s hereunder and/or music written by others and submitted by New Level to New Level’s subcontractor’s for use in the Program; furnish arrangements, orchestrations and other materials as New Level may require (all of the foregoing hereinafter collectively the “Material”) suitable for use in the Program; rehearse, perform, record, re-record, mix, produce and deliver, to producer, high quality first class master recordings of the Material in accordance with New Level’s specifications and synchronize such recordings of the Material in timed-relation with such portions of the Program as New Level may designate.
2. **CERTIFICATE:** New Level shall provide a Certificate of Authorship, to Client, if necessary, to use in connection with the Cheerleading Competitions, valid for the Season (defined herein).
3. **RECORDING PROCEDURE:** Production and recording sessions for the Project shall be scheduled and conducted solely by New Level, its subcontractors or assignees. New Level shall deliver to Client upon completion, a fully mixed, edited, and equalized Master, in 320kbps 44.100hz 16bit Stereo MP3, reasonably satisfactory to Client for use in Cheerleading Competitions, rehearsals, and practices. New Level shall act diligently in completion of the Master. Client shall supply routine information deemed necessary by Client to complete the Project including but not limited to specifications needed to compose, create or otherwise produce original content as provided in Section 5. All mixes recorded hereunder shall be listed on Schedule 1.
4. **COMPENSATION:**
 - a. For and in consideration of the services to be provided by New Level, and the license being granted, Client agrees to pay to New Level the remuneration

contained on the invoice annexed hereto as Schedule 1. In the event Client should request additional services and place a new order with New Level, then the terms and conditions set forth in this Agreement shall remain in effect with respect to all new orders and New Level shall remit to client a new separate invoice for each subsequent order, for the duration of the agreement.

- b. In the event Client should fail to remit the sums due as set forth on the invoice by the date(s) due, New Level shall have the right to suspend services pending receipt of payment.
 - c. The initial deposit, in the amount of fifty percent (50%), of the Project fee is nonrefundable. In the event Client should fail to remit the balance of New Level's fee when due, New Level, may in its sole discretion, suspend or terminate this Agreement. Payments may be made by check, credit/debit card or electronic wire transfer. A 3% Convenience Fee will be added to all Credit Card/Debit Card payments.
5. **PRODUCTION SCHEDULE:** Routines are scheduled in two-week time slots. Upon New Level's receipt of the deposit from the Client, the Client shall furnish the following preproduction information:
- a. Eight Counts
 - b. Song reference list
 - c. Video – Format: MP4 - Routines (Due Thursday Prior to Production)

All pre-production material will be submitted by electronic transmission to:

THE NEW LEVEL MUSIC ONLINE CONTROL ROOM.



Initials

6. **PENALTIES:** FAILURE TO TIMELY OR PROPERLY FURNISH PREPRODUCTION MATERIAL prior to the established production date shall cause Client's Project to incur a TWENTY DOLLAR (\$20.00) PER DAY PENALTY PER PROJECT, including but not limited to possible contract termination and recoupment for damages incurred for such breach. All pre-production information and/or media shall be submitted in its corresponding format. All pre-production material shall be submitted in ONE ELECTRONIC TRANSMISSION. Failure to comply with the submission of materials in proper format and structure shall subject the Project to the penalty above and the project moved to the producer's next available production date. Any applicable penalties shall be paid within seven (7) days after receipt of the invoice. Late payment shall delay delivery of final mixes.
7. **TEAM NAME CHANGES:** Team name changes made subsequent to booking or submission of the Client Information Form will be subject to a THREE HUNDRED DOLLAR PENALTY (\$300.00) and or recoupment of incidental damages incurred by New Level. Changes in name post-production will be deemed a breach of this Agreement, subject to full payment of services rendered at the time notice is given.



8. **RIGHTS IN RECORDING:** New Level shall be the sole and exclusive owner or the exclusive licensee of the sound recording copyright in and to each Master which is produced and recorded hereunder in connection with the Project. New Level shall have the right to register the copyright in such Masters in its sole name and shall have the exclusive right, without restriction, to administer and exploit same.
9. **NAMES & LIKENESS:** New Level, shall have the world wide right in perpetuity to use and to permit others to use Client's name, other identification, concerning Client for purposes of promotion of New Level's business.
10. **CREDIT:** Client shall afford New Level appropriate production and songwriting credit at all performances, live or otherwise, and on the labels of all discs, records and digital metadata or any other record configuration manufactured which is now known or created in the future that embodies the Masters created hereunder, and on all cover liner notes. Such credit shall be in substantial form: "Produced by New Level Music, LLC." If Client fails to comply with such requirements, Client shall use Client's best efforts to rectify the error in all such materials prepared after Client's receipt of notice of this failure by New Level. Any economic hardship monetary or reputation in nature not quantifiable may subject Client to possible damages.
11. **MUSICAL COMPOSITIONS:** New Level, and its subcontractors shall be considered the author and publisher or administrator or licensee of all musical compositions recorded hereunder which are written or composed by New Level, in whole or in part, alone or in collaboration with Client or with others. Appropriate credit as a songwriter and author of the music showing author's performance right society affiliation shall be given to New Level based on the songs produced and created under this Agreement.

12. **LICENSING AND ROYALTIES (PROMOTIONAL LICENSE):**

- a. All musical compositions or material recorded pursuant to this Agreement, which are written or composed, in whole or in part, or owned or controlled directly or indirectly by New Level (herein "Controlled Compositions"), shall be and are hereby licensed to Client solely for use at Cheerleading Competitions, performances and practice events only, for a period of one (1) season defined as June 1 – May 31 or as may be adjusted by mutual approval (the "Season").
- b. Non-Cheerleading Competition Uses: Except as otherwise set forth herein, New Level expressly reserves all rights with respect to the use of the Masters recorded hereunder.
- c. New Level grants Client a limited promotional license for merchandising rights from New Level Music, LLC. Should Client wish to utilize any of the lyrics or



Initials

content hereunder, owned or controlled by New Level, to display on T-shirts and apparel only, then the fee for such use shall be gratis.

13. **MACHINE LEARNING:** New Level does not permit fingerprinting, algorithmic analysis; harvesting for metadata; or any consumption of the file, stream, data, or subsequent audio for the purpose of machine learning without written approval.

14. **DEFINITIONS:**

- a. "Master(s)" shall mean every recording of sound, whether or not coupled with a visual image, by any method and on any substance or material, whether now or hereafter known, which is used or useful in the recording production and/or manufacture of Mixes.
 - b. "Program" shall mean Cheerleading Team / Program including but not limited to All Star Gyms, Colleges, Universities, High Schools and Middle schools.
 - c. "Mixes" shall mean and include without limitation all forms of recording and record reproduction by which sound may be fixed, embodied, or recorded by any method now known or later developed, for any and all public or commercial uses including magnetic recording tape, compact disc, digital formats, digital transmissions, laser disc, film, electronic video tapes or recordings, and any other medium or device now known or later developed.
15. **WARRANTIES:** New Level warrants it has or shall secure all necessary licenses for the right to record, and exploit the Masters recorded hereunder in the manner set forth herein. If Client has not secured such rights to prior recorded masters, then New Level may notify Client and Client agrees to secure such rights. Client further represents and warrants to New Level that none of the content which Client provides to New Level, or requests be used for its mixes, infringes on the rights of any third parties. Client agrees to indemnify and hold harmless producer and New Level, its officers, agents, employees, attorneys and assignees, from and against any and all claims, damages, liabilities, costs and expenses including but not limited to attorney's fees, arising out of any breach of any representation, warranty, term or agreement made or to be performed pursuant to this Agreement.

16. **CREATIVE:**

- a. Client may not distribute, post online (including via social media networks), reproduce, sell, advertise or commercially exploit any of the content created, owned or controlled by New Level hereunder or permit any other individuals or parties to do so, without the prior express written approval of New Level, which shall be granted on a case by case basis.
- b. Client shall not edit, alter, remix or make any material changes to the Material.

17. **ARBITRATION:** If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by JAMS to be held in Atlanta, Georgia and each party shall bear its own costs and attorney's fees.
18. **ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. No modification, amendment, waiver, termination or discharge of this Agreement, shall be binding upon either party unless confirmed by a written instrument signed by either party or their agent.
19. **JURISDICTION:** This Agreement is governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Georgia.
20. **INDEPENDENT CONTRACTOR:** Client hereby acknowledges and agrees that New Level's services are being provided hereunder as an independent contractor. Accordingly, Client shall not withhold, report or pay any withholding taxes with respect to the compensation payable hereunder. "Withholding taxes" shall include, without limitation, federal and state income taxes, federal and state income taxes, federal social security tax, and unemployment insurance tax.
21. **INDEMNIFICATION:** Client shall indemnify and hold New Level harmless from and against any and all costs, liabilities, debts, claims, settlements, judgments and expenses, including attorney's fees which New Level may incur due to the breach by Client of any of its obligations or representations hereunder or due to Client's breach of this Agreement.
22. **NOTICES:** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given:
- a. when delivered by hand (with written confirmation of receipt);
 - b. when received by the addressee if sent by a nationally recognized overnight courier (receipt requested);
 - c. on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient; or
 - d. upon receipt, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated on page 1 (or at such other address for a party as shall be specified in a notice given in accordance with this Section).

23. MISCELLANEOUS:

- a. For purposes of this Agreement: the words “include,” “includes,” and “including” shall be deemed to be followed by the words “without limitation”; the word “or” is not exclusive; and the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: to “Sections” refer to the Sections of this Agreement; and “to an agreement, instrument, or other document” means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof.
- b. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.
- c. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

24. TEXT AND EMAIL OPT-IN

- a. By signing this agreement, you agree that New Level Music LLC may send you text (SMS) messages as part of your normal business operation using the Services. You may opt out of receiving text (SMS) messages from New Level Music, LLC at any time by contacting us at info@newlevelmusic.com. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services. We do not sell any of your information. This is for business use only.
- b. By signing this agreement, you agree that New Level Music LLC may send you email messages as part of your normal business operation using the Services. This is to communicate all business dealings of your booking, payments, and communication.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

“NEW LEVEL”

New Level Music, LLC

By:  _____

Name: Heather Henderson

Title: Chief Operating Officer

“CLIENT”

By: _____

Name: _____

Title: _____

SCHEDULE 1
INVOICE

See attached.

