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Submission Process Guidelines

Welcome to Graphite Publishing, LLC's Submissions Process Guidelines. This page will explain what you must include when submitting materials to Graphite Publishing, LLC.

Graphite Publishing, LLC looks forward to reviewing submissions that adhere to the Submission Process Guidelines. The purpose of this process is to avoid potential misunderstanding or disputes when Graphite Publishing, LLC's products or services might seem similar to ideas submitted to Graphite Publishing, LLC. If you read through this document and still have questions, please contact Graphite Publishing, LLC via Contact Us (forms-based method of communicating with Graphite Publishing, LLC), or:

Graphite Publishing, LLC

22540 181st St NW

Big Lake, MN 55309

Phone: 763.545.1801

Fax: 419.821.6507

Email: info@graphitepublishing.com

Guidelines for Score Submissions

The following material **MUST BE** included in a Score Submission:

1. SIGNED SUBMISSION AGREEMENT including **LIMITATIONS ON LIABILITY**. All Score Submissions must include a signed submission agreement. **SUBMISSIONS ARRIVING WITHOUT A SIGNED AGREEMENT WILL BE DESTROYED WITHOUT REVIEW.** A new agreement must be submitted with each work and must be signed by all involved creators and copyright holders. The Submissions Agreement is available below, or you can download a copy of the Submissions Agreement. If information regarding Graphite Publishing, LLC's Submission Process is not available, please contact Graphite Publishing, LLC via Contact Us (forms-based method of communicating with Graphite Publishing, LLC), or through the contact information provided above.

2. COVER LETTER, explaining your body of compositional work so far, and why you think Graphite Publishing, LLC is a good fit for you.

3. BIOGRAPHY, including a catalog of works.

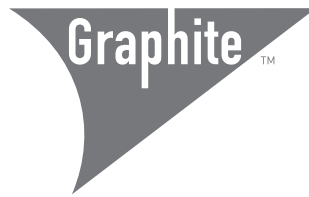
4. SAMPLE PIECES. Include a minimum of two pieces (vocal solo or choral) that you would like Graphite Publishing, LLC to consider for publication. Optionally, you can send up to 3 other pieces (vocal solo or choral) that have been published elsewhere, in order to illustrate your compositional voice. Also, you can optionally send recordings of any pieces included in your packet.

- Graphite Publishing, LLC reviews new composers 1-2 times per year, and will do its best to make a decision within 6 months. Graphite Publishing, LLC only adds a new composer about once every 1-2 years.
- Please do not send the original or your only copy. In addition, include a self-addressed, stamped envelope if you want your Score Submissions returned. Score Submissions without postage will be discarded.
- Score Submissions must be original material or arrangements of material the public domain.
- Graphite Publishing, LLC bases their decision on the submitted pieces, compositional voice, past catalog of works, skill at writing for the voice (solo or choral), and the potential for them to create more great work in the future.
- Electronic Score Submissions are **NOT** permitted - all such submissions will be destroyed without review. Please mail submissions to:

Graphite Publishing, LLC: Score Submission

22540 181st St NW

Big Lake, MN 55309



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Graphite Publishing Submission Agreement (print, sign, and send)

The Submissions Agreement is available below, or you can download a copy of the Submissions Agreement. If information regarding Graphite Publishing, LLC's Submission Process is not available, please contact Graphite Publishing, LLC via Contact Us (forms-based method of communicating with Graphite Publishing, LLC), or through the contact information provided above.

Submission Agreement

In exchange for Graphite Publishing, LLC consideration of my works and associated materials and information that I have submitted or propose to submit ("Material"), I agree to and accept the terms set forth below.

I am submitting to Graphite Publishing, LLC the following Material:

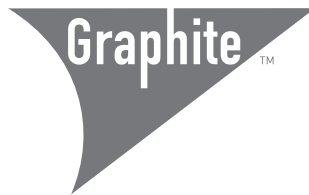
(list title and description here)

in accordance with the following terms:

1. I represent and warrant to Graphite Publishing, LLC, its successors, and assigns that I own or otherwise control all of the rights to all Material submitted, and that no other persons other than those who have signed this agreement have collaborated with me in creating and developing the Material. I represent that submission of the Material will not violate any law or the rights, including without limitation the intellectual property rights, of any person or entity.
2. Graphite Publishing, LLC's considering of the Material and any negotiations between us regarding the Material shall not be deemed an admission of the originality of the Material.
3. Graphite Publishing, LLC may retain a copy of the Material, and I release Graphite Publishing, LLC from any liability for loss or damage thereto. Graphite Publishing, LLC is not obligated to return any submitted materials to me.
4. I understand that receipt of a Score Submission does not constitute an express or implied contract for publication or production.
6. I understand Graphite Publishing, LLC will give the submitted Material such consideration that, in Graphite Publishing LLC's sole judgment, the Material merits. Graphite Publishing, LLC will not be obligated to tell me the reasons for its decision regarding whether or not it has an interest in the submitted Material. Graphite Publishing, LLC will not be obligated to provide me with any information relating to its decision, its evaluation of the Material, or any ideas already known to Graphite Publishing, LLC that may be similar to the submitted idea.
7. If any part of this Agreement is unlawful, void, or unenforceable, that part will be deemed severable, shall be modified by a court of competent jurisdiction to reflect to the maximum extent possible the original intention of the parties as dictated by the original wording, and will not affect the validity and enforceability of any remaining provisions.
8. Graphite Publishing, LLC is not responsible for any changes or unavailability of the third party delivery service that may interfere with the submission and/or delivery of the Score Submissions.
9. Graphite Publishing, LLC may assign or otherwise convey any of its rights and obligations under this Agreement, but I may not. All of the terms and conditions of this agreement shall inure and be binding upon any party's permitted successors and assigns.
10. I agree that no joint venture, partnership, employment, or agency relationship exists between myself and Graphite Publishing, LLC as a result of this agreement or use of Graphite Publishing, LLC's website, or any Submission.
11. This Agreement constitutes the entire agreement among the parties relating to the subject matter of this Agreement and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the myself and Graphite Publishing, LLC with respect to the terms and conditions set forth herein.
12. Notwithstanding the foregoing, any additional terms of use and conditions of order on this Graphite Publishing LLC's website will govern the items to which they pertain.
13. I agree that the terms of this Agreement apply to all ideas and materials I submit to Graphite Publishing, LLC, including past, present and future submissions.
14. The failure by Graphite Publishing, LLC at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, will not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default Graphite Publishing, LLC will not be deemed a continuing waiver, but will apply solely to the instance to which such waiver is directed.
15. This Agreement may contain typographical errors or other errors or inaccuracies and may not be correct or current. Graphite Publishing, LLC reserves the right to correct any errors, inaccuracies or omissions and to change or update this Agreement at any time without prior notice. Graphite Publishing, LLC does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.
16. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

17. LIMITATIONS ON LIABILITY

GRAPHITE PUBLISHING, LLC, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMO-



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TIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF GRAPHITE PUBLISHING, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF GRAPHITE PUBLISHING, LLC AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE MINIMUM AMOUNT ALLOWED BY LAW IF A TOTAL DISCLAIMER OF ALL LIABILITY IS NOT ALLOWED.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES. AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

Any cause of action against Graphite Publishing, LLC, SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS with respect to the website or its Content must be instituted within one (1) year from the date on which the claim arose.

18. INDEMNITY

I will defend, indemnify and hold Graphite Publishing, LLC, its subsidiaries, affiliates, licensors, licensees, content providers, service providers, employees, agents, officers, directors, and contractors (the "Indemnified Parties") harmless from any breach of this agreement by me, including without limitation any claim or damage of any type regarding or relating to my Submission, such indemnification including without limitation any and all resulting loss, damages, judgments, awards, costs, settlements, expenses, and attorney's fees (including without limitation for the cost of defense) of the Indemnified Parties in connection therewith. I will also indemnify, including any all resulting loss, damages, judgments, awards, costs, settlements, expenses, and attorney's fees of the Indemnified Parties, and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of my breach of this Agreement or use of the website and its Content.

19. MISCELLANEOUS

Any controversy or claim arising out of or relating to this agreement (a "Dispute") shall be settled by arbitration under the rules provided by the American Arbitration Association (AAA), and I hereby waive any right I may otherwise have to a jury trial. A single arbitrator shall preside over any arbitration, and such arbitrator shall, in his or her sole discretion, determine the arbitrability of any alleged Dispute. Any arbitration shall be conducted in Minneapolis, Minnesota. To the fullest extent permitted by applicable law, no arbitration under this Agreement will be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise. The prevailing party shall be entitled to an award of costs and expenses, including reasonable attorney fees. The arbitrator(s) shall have no authority to directly or indirectly award any form of consequential damages, as such damages have been waived by the parties to this Agreement. Such prohibited damages include lost profits; any form of overhead not directly incurred at the project site, such as home office overhead; wage or salary increases; ripple or delay damages; loss of productivity; increased cost of funds for the project; extended capital costs; lost opportunity to work on other projects; inflation costs of labor, material, or equipment; non - availability of labor; material or equipment due to delays; increased costs of bonding due to delay; or any other indirect losses arising from the conduct of the parties to this Agreement. The award shall be final and binding on the parties and may be entered in any state or federal court within or without the State of Minnesota. Notwithstanding the foregoing, in lieu of or addition to any other remedies available to Graphite Publishing, LLC, Graphite Publishing, LLC may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of Graphite Publishing, LLC's or any third party's intellectual property or proprietary rights. I hereby irrevocably consent to non-exclusive jurisdiction and venue of the State and Federal courts of the State of Minnesota with respect to any such injunctive or other relief. I further acknowledge that Graphite Publishing, LLC's rights in its intellectual property are of a special, unique, extraordinary character, giving those rights peculiar value, the unauthorized use, disclosure, or loss of which cannot be readily estimated and may not be adequately compensated for in monetary damages. I agree that any claim against Graphite Publishing, LLC, its employees, officers, directors, or shareholders based on the Material must be brought within one (1) year after the date of Graphite Publishing, LLC's first publication or other relevant use of the Material.

Signature

Date

Signature of Parent or Legal Guardian (required if submitter is under 21)

Date

Name

Street Address

City, State, Zip Code

Telephone Number

E-mail Address

NOTE: In case of collaboration, each collaborator should sign and provide the above information.