

MECHANICAL LICENSE

This mechanical license ("License") is made and entered into this _____ day of _____, 20____, between _____ ("Licensor") and _____ Records ("Licensee").

1. LICENSING INFORMATION:

Composition: " _____ " ("Composition")

Writer(s): _____ (_____ %) (ASCAP/BMI)
_____ (_____ %) (ASCAP/BMI)
("Writer(s)")

Publisher: _____ ("Publisher")

Artist: _____

Album Titles: _____

Release Date: _____

Label Name: _____

2. **OWNERSHIP AND COMPOSITIONS:** Licensor warrants and represents that it is the owner of the rights to a valid United States copyright in the Composition, and has the right to grant the Writer(s)' interest in Composition.

2. **LICENSE:** Licensor grants to Licensee the non-exclusive right, privilege and license, to use the Composition, in the manufacture and sale of sound recordings in all forms, whether now or hereafter devised or discovered ("Audio Products") throughout the world ("Territory"), for the album titled below.

3. **ROYALTY:** Licensee shall pay to Licensor, Licensor's fractional share based on its ownership percentage a royalty shall equivalent to one hundred percent (100%) the statutory compulsory rate set forth in the U.S. Copyright Act in effect at the time the Audio Product is released on all Audio Products sold.

4. ACCOUNTING:

a. Licensee shall render to Licensor semi-annual statements and payments thereof, of all royalties payable hereunder, within 45 days after June 30

and December 31, for each period for which any such royalties accrue pursuant to the terms hereof.

b. Licensor shall have the annual right, on thirty (30) days written notice, at Licensor's expense, to audit Licensee's books and records with respect to royalties payable in accordance to this agreement.

c. Upon Licensee's failure to account to Licensor and pay royalties as herein provided, Licensor may give Licensee written notice, by U.S. certified mail, return receipt requested, that, unless the default is remedied within thirty (30) days from the date of the notice, the license will automatically terminate. Such termination shall render either the making or the distribution, or both, of all records for which royalties have not been paid, actionable as acts of infringement under the United States Copyright Act.

5. **CREDIT:** In regards to all Audio Products manufactured, distributed and/or sold hereunder, Licensee shall include in the label copy of all such Audio Products, or on the permanent containers of all such Audio Products, printed writer/publisher credit in the form of the name of the Writer(s) and the Publisher of the Composition and their respective performance rights affiliation.

6. **WARRANTY & INDEMNITY:** Licensor warrants that Licensor has the right to enter into this License and no agreement exists that will interfere with the rights granted herein. Licensor warrants that the Composition will not infringe on any copyrights of any third party. Licensor indemnifies and hold harmless Licensee, its successors and assigns from any and all loss, damage, cost or expense, including attorney fees, by reason of any adverse claims by others in and to the subject matter hereof, or by reason of any breach of any of the expressed warranties herein contained, or by reason of any adjudication invalidating said mechanical rights or copyright privileges under which this license is granted.

7. **ASSIGNMENT:** This agreement is assignable by either party and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

8. **TERM:** This license shall continue in effect for the life of the copyright on the Compositions.

9. **DEFINITIONS:**

"**Electronic Transmissions**" shall mean the transmission and distribution to the consumer, other than the distribution of physical Audio Products to consumers, whether of sound alone, sound coupled with an image or sound coupled with data, in any form including but not limited to the downloading or other conveyance of Artist's performance on master or audiovisual recordings recorded hereunder by telephone, satellite, cable, direct transmission over wire

or through the air, and on-line computers whether a direct or indirect charge is made to receive the transmission.

"Audio Products," shall mean all forms of sound reproductions whether now known or unknown, on or by which sound may be recorded for later transmission to listeners, embodying sound, including, without limitation, discs of any speed or size, vinyl, compact disc, reel-to-reel tapes, cartridges, cassettes, audiovisual recordings, digital formats (MP3, WAV, etc.), formats distributed by Electronic Transmissions, etc.

10. **EFFECTIVE LAW:** Any and all actions under the law shall be instituted in a court of competent jurisdiction in the State of _____ and shall be deemed construed according to the laws of the State of _____.

This License shall be effective as of the first date set forth herein.

Licensor: _____

By: _____

Address: _____

_____ Records

By: _____

Printed Name and Title

Address: _____
