

Mechanical License Agreement

Licensee Name: _____ **Date:** _____

When signed by both parties below, this document will constitute a valid license for the purpose of manufacture and distribution of compact discs / cassettes / phonorecords upon all terms and conditions set forth herein for the Licensee's use of the requested musical composition ("Copyrighted Work") entitled:

1) _____

Licenser has been advised by Licensee that it wishes to obtain the non-exclusive and non-assignable right to manufacture and distribute compact discs / cassettes / phonorecords including a single performance of the Copyrighted Work under the compulsory license provisions of Section 115 of the United States Copyright Act of 1976, as amended, ("the Act") as follows:

Recording Artist:

Record Label (if applicable): _____

Project Title: _____

Product #: _____

Release Date: _____

Of Units Manufactured: _____

1. Licensee shall pay a per song royalty of the current statutory rate (which is \$.091 or \$.0175 per minute of playing time whichever is greater).
2. Licensee will also account to Licensor by returning:
 - A. A copy of this agreement,
 - B. A copy of the manufacture's pressing report,
 - C. Payment for all units of the above described manufactured, within thirty (30) days of such manufacture.
3. This license is limited to the territory of the United States and its territories and possessions.
4. In the event that Licensee fails to account to and pay royalties as stated herein, Licensor or its agents may give written notice, in addition to any other rights or remedies, including, but not limited to, the inspection of Licensee's books and records, that unless the default is remedied within twenty (20) days from the date of the notice, this license shall automatically terminate. Such termination shall render either the making or distribution of

the compact discs / cassettes / phonorecords for which the royalty has not been paid actionable as infringement under the Act.

5. Licensor shall have the right to audit Licensee's books and records as they relate to this agreement once a year with thirty (30) days notice, in writing, to Licensee.
6. Licensee agrees to include on the label or container of each compact disc / cassette / phonorecord made and distributed hereunder, the title, writer(s), publisher(s), and performing rights agency (ies) of the Copyrighted Work as stated above.
7. Licensee understands and agrees that any and all rights, including without limitation, copyrights, in and to the arranged version authorized by this license shall be and remain Licensor's sole and exclusive property and Licensee shall have no rights in and to said arranged version except as specifically provided for in this agreement.
8. Licensee has the right to make a musical arrangement of the Copyrighted Work to the extent necessary to conform it to the style / interpretation of the performance involved, provided that any such arrangement does not alter the basic melody or fundamental character of the Copyrighted Work.
9. This license shall inure to the benefit of and shall be binding upon the parties' respective representatives, successors and assigns.
10. This license is granted and controlled by the laws of the State of California.

Licensee:

Licensor:

John Pape (The Mediatunes Project)

By: _____

By: _____

Date:

Date: _____

Please sign copy of this agreement and return one copy to us (with the items 2B and 2C stated above), keeping one copy for your files.