Mechanical License Agreement

This Mechanical License is by and between (hereinafter referred to as "Licensor") and (hereinafter referred to as "Licensee"). Licensor owns the copyright and controls the rights to reproduce in phonorecord and to distribute phonorecord of the copyrighted musical work known as . This license entitles Licensee the nonexclusive right to use said work to make and distribute phonorecords thereof. Upon Licensee doing so, Licensee shall have, retroactively to the date of release, for the United States, its territories and possessions, all the rights which are granted to, and all the obligations which are imposed upon, users of said work under the compulsory license provisions of Section 115 of the Copyright Act after distribution of phonorecords of the copyrighted work to the public in the United States by another person under authority of the copyright owner, for album disc phonorecords, single disc phonorecord, and all configurations of prerecorded tape phonorecords; except that with respect to all such phonorecords thereof made and distributed by Licensee:

1. Licensee shall pay to Licensor royalties equal to the statutory rate in effect at the time the phonorecords are made. The rate on the date above is currently 9.1ϕ per unit (for songs over five minutes, the statutory rate is 1.75ϕ per minute). Such royalties shall be paid on the basis of 100% of the phonorecords made and distributed or given away by Licensee, excluding a reasonable number of promotional copies given away without any consideration, independently of any sale of the same or any other goods or services. Licensee hereby waive the provisions of Section 115(c)(1) of the Copyright Act.

2. Licensee shall keep complete books and records reflecting all transactions hereunder, and Licensee shall render to Licensor quarterly accountings and payments therefore within 45 days after March 31, June 30, September 30, and December 31, for each quarter for which any royalties accrue hereunder. Licensor shall have the right at all reasonable times by representatives chosen by us to audit, examine, and make copies and extracts of all books and records maintained by Licensee and Licensee's affiliates relating to matter hereunder; and if such audit discloses an understatement greater that 5% of the royalties reported by Licensee for any quarter, Licensee shall pay the reasonable expenses of such audit. All sums due hereunder shall bear interest at the maximum rate permitted by law if not paid within 30 days after the date due. In the event of suit under this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees. If Licensee fail to account and pay royalties as herein provided, Licensee.

3. This license covers and is limited to one particular phonorecord of the musical composition designated above as performed by the artist on the record number set forth above, and for no other use; and this license does not supersede nor in any way affect any prior license now in effect respecting recordings of said musical composition.

4. Licensee shall inscribe copyright information, including the copyright holder and copyright date as follows:

on materials accompanying the phonorecord (i.e.: with song credits on jacket).

5. This license shall not take effect unless and until Licensee shall sign and return one copy hereof together with one copy of the applicable phonorecord. Licensee need not serve or file the notices required by the Copyright Act.

ACCEPTED AND AGREED:

Licensee

Date: _____

Licensor

Date: _____
