

**MECHANICAL LICENSE**

AGREEMENT made and entered into \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ hereinafter referred to as ("Licensor") and \_\_\_\_\_ hereinafter referred to as ("Licensee") \_\_\_\_\_.

1. **OWNERSHIP AND COMPOSITIONS:** Licensor warrants and represents that it is the owner of a valid \_\_\_\_\_% interest in the United States copyrights for the following musical composition and a valid \_\_\_\_\_% administration rights for the following musical composition: " \_\_\_\_\_" (Hereinafter referred to as the "Composition"), and has the right to grant the license herein provided.
2. **LICENSE:** Licensor grants to Licensee the non-exclusive right, privilege and license, to use the Composition and create a derivative work of the compositions, in the manufacture and sale of sound-recordings in all forms, whether now or hereafter devised or discovered ("Records") throughout the world ("Territory"). Licensee shall notify Licensor, in writing, that an album or single will be released to the public no later than ninety (90) prior to the release date of the album or single which uses the Compositions.
3. **ROYALTY:** For such records made and distributed, the royalty shall be 100% of the statutory rate currently set at 9.1 cents per song (per unit sold). All royalties and fees for recording of the composition shall be paid as follows, unless contrary instruction shall be issued: Writer - 100%
4. **ACCOUNTING:**
  - (a) Licensee shall render to Licensor accounting statements quarterly 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. Licensee shall account and pay for all royalties due to Licensor accruing from the release date of any album or single.
  - (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, to address listed above, 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 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 records manufactured, distributed and/or sold hereunder, Licensee shall include in the label copy of all such records, or on the permanent containers of all such records, printed writer/publisher credit in the form of the name of the writers and the publishers of the copyrighted work as listed in Exhibit A.
6. **WARRANTY & INDEMNITY:** 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 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 representative, successors and assigns of the parties hereto.
8. **TERM:** This license shall continue in effect for the life of the copyright on the compositions listed in Exhibit A
9. **EFFECTIVE LAW:** This agreement shall be construed in accordance to the laws of the State of \_\_\_\_\_.

AGREED AND ACCEPTED:

LICENSOR:

LICENSEE:

---

---

EXHIBIT A

CREDIT INFORMATION:

Writer: \_\_\_\_\_ %

Writer: \_\_\_\_\_ %

Publisher: \_\_\_\_\_ %

Publisher: \_\_\_\_\_ %

SONG LIST:

ISRC