

Mechanical License Agreement

This agreement (the "Agreement") is entered into between: _____ ("Company") and _____, ("Artist) known collectively as _____, and performing under the name _____ (referred to as "Artist.")

All references to "Artist" include all members of the group collectively and individually unless otherwise specified.

The parties agree as follows:

Recordings and Records.

Company seeks to license mechanical rights to a sound recording of a Musical Work entitled _____ (the "Song"). Company will release a commercial product embodying the Artist's original Song contained on a Master Recording, provided by the Artist.

Grant of Rights.

Artist grants to Company the following non-exclusive rights to the underlying Musical Work (the "Song") Master Recording:

- the right to manufacture copies of the Song and the Master Recording in any media now known or later developed
- the right to sell, transfer, release, license, publicly perform, and otherwise exploit or dispose of the Song and the Master Recording, in any media now known or later developed, and
- the right to edit, adapt, or conform the Master Recording to technological or commercial requirements in various formats now known or later developed.

Term.

Artist grants a non-exclusive license for all rights to the Musical Work and Master Recording in perpetuity

Territory.

The rights granted to Company are worldwide

Right to Use Artist's Name and Likeness.

Company has the right to reproduce or distribute, in any medium, Artist's names, portraits, pictures, and likeness for purposes of advertising, promotion, or trade in connection with Artist or the promotion of the Master Recording..

Delivery of Master Recording.

Artist will deliver to Company the Master Recording according to industry standard specifications.

Production of Master Recording.

Artist will be responsible for payment of all expenses incurred in the production of the Master Recording and will set the appropriate permission, clearance, or release from any person or union who renders services in the production of the Master Recording.

Video.

If Company decides, during the term of this Agreement, to produce a recording combining the audio performance of Artist with a visual image (the "Video"), Company and Artist will mutually agree on creative direction and content for such Video. Company will be the sole owner of all worldwide rights to each Video, including the worldwide copyrights. Company will have the right to use and allow others to use each Video for advertising and promotional purposes with no payment to Artist.

"Advertising and promotional purposes" mean all uses for which Company receives no money in excess of incidental fees such as tape stock and duplication and shipping. Artist will issue a worldwide synchronization license for any Musical Works embodied on a Video. Artist grants to Company the right to synchronize the Master Recordings with visual images to create Videos.

Artist Promotional Records. Company will furnish to Artist a total of __ promotional Records at no charge. Artist may obtain further Records from Company at Company's then-wholesale cost.

Artist Warranties.

Artist warrants to Company that Artist has the power and authority to enter into this Agreement, is the Artist and copyright holder of the Song(s) and the Master Recordings, or has or will obtain all necessary and appropriate rights and licenses to grant the license in this Agreement with respect to the Song(s) and Master Recordings. Artist represents and warrants that the Song(s) and the Master Recordings are original to Artist except for material in the public domain and such excerpts from other works as may be included with the written permission of the copyright owners, and that proper clearances or permission have been obtained from the Artists of any copyrighted material, including but not limited to any digitally reprocessed samples of material incorporated in the Master Recordings. Artist warrants that Artist's use of any name or moniker will not infringe on the rights of others and that Artist's use of any musical composition or arrangement will not infringe on the rights of others.

Artist further warrants that the Song(s) and Master Recordings do not:

- contain any libelous material
- infringe any trade name, trademark, trade secret, or copyright, or

- invade or violate any right of privacy, personal or proprietary right, or other common law or statutory right.

Artist indemnifies Company and will defend Company against and hold Company harmless (including, without limitation, attorney fees and costs) from any claims and damage arising out of a breach of Artist's Warranties as provided above. Artist agrees to reimburse Company for any payment made by Company with respect to this Section, provided that the claim has been settled or has resulted in a final judgment against Company or its licensees. Artist will notify Company in writing of any infringements or imitations by others of the Master Recording that may come to Artist's attention.

Controlled Compositions License. Artist grants to Company an irrevocable worldwide license to reproduce all compositions wholly or partly written, owned, or controlled by Artist (the "Controlled Compositions"). Artist grants to Company a first mechanical license with respect to all Controlled Compositions.

Mechanical Royalties. Artist grants the Company a non-exclusive mechanical license for all Records and other media, containing the Artist's Song(s) and Master Recordings manufactured for sale or commercial distribution.

Mediation; Arbitration. If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-on mediator in _____. Any costs and fees other than attorney fees will be shared equally by the parties. If it is impossible to arrive at a mutually satisfactory solution within a reasonable time, the parties agree to submit the dispute to binding arbitration in the same city or region, conducted on a confidential basis under:

the Commercial Arbitration Rules of the American Arbitration Association, or

the rules of _____.

Any decision or award as a result of any such arbitration proceeding will include the assessment of costs, expenses, and reasonable attorney's fees and a written determination of the arbitrators.

Absent an agreement to the contrary, arbitration will be conducted by an arbitrator experienced in music industry law. An award of arbitration is final and binding on the Artist and may be confirmed in a court of competent jurisdiction. The prevailing party has the right to collect from the other party its reasonable costs and attorney fees incurred in enforcing this agreement.

General. Nothing contained in this Agreement makes either Company or Artist a partner, joint venture, or employee of the other party for any purpose. This Agreement may not be amended except in a writing signed by both parties. No waiver by either party of any right will be construed as a waiver of any other right. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement will be interpreted to carry out the intent of the parties. This Agreement will be governed by and interpreted in accordance with the

laws of the State of _____. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. Notices required under this agreement can be sent to the parties at the addresses provided below. In the event of any dispute arising from or related to this Agreement, the prevailing party is entitled to attorney's fees.

Artist Business Name: _____

Artist Representative Name & Title: _____

Artist Representative Signature: _____

Artist Address: _____

Date: _____

Company Business Name: _____

Company Representative Name & Title: _____

Company Representative Signature: _____

Company Address: _____

Date: _____