

MECHANICAL LICENSE (COMPULSORY)

The undersigned (hereinafter referred to as the "Publisher") owns the copyright or controls the rights to record, reproduce, market and sell the following copyrighted musical composition (the "Composition"):

TITLE:

WRITER(S):

ARTIST:

RECORD COMPANY:

PHONORECORD:

You have notified me of the use of the compulsory license provision of Section 115 of the Copyright Act in the production of phonorecords of such work.

Upon your doing so, you have assumed the obligations which are imposed upon, use of the compulsory license of the Copyright Act after distribution of phonorecords of the Composition in the United States by another person under the authority of the Copyright Act to phonorecords thereof made and distributed.

1. You shall pay to me, or my agent, within forty-five (45) days after the end of each calendar quarter in which you have distributed such phonorecords, the sum of the statutory rate in effect at the time the phonorecords are distributed, of a percentage of the gross sales price realized from the sale of such phonorecords.
2. For such payment, you shall be deemed to have obtained a license to reproduce and distribute phonorecords of the Composition as performed by you, and does not supersede or in any way limit the right of the Copyright owner to phonorecords of the Composition.
3. This compulsory license shall terminate if you fail to give me written notice of termination within 90 days from the date of the termination, this termination shall render void any royalties that have not been paid and you shall be liable for the remedies provided by, the Copyright Act.
4. If you fail to give me written notice of termination within 90 days from the date of the termination, this termination shall render void any royalties that have not been paid and you shall be liable for the remedies provided by, the Copyright Act.
5. You need not obtain a license from the Copyright Clearance Center to obtain a compulsory license required by the Copyright Act.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the ____ day of _____, _____.

[PUBLISHER]

[RECORD COMPANY]

By: _____
[name of signing officer]

By: _____
[name of signing officer]