

MASTER RECORDING LICENSE

Date _____

The following will confirm the agreement as of the date written above between you and us for our distribution of certain master recordings and the performances embodied thereon in accordance with the following terms and conditions:

1. You represent and warrant that you are free to make this agreement; that you are the sole owner of the master recordings embodying the following performances and compositions:

| TITLES | COMPOSERS | PUBLISHERS | ARTISTS |
|--------|-----------|------------|---------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

(hereinafter referred to as the "Master") and of all the performances embodied thereon; that you have the right to give exclusive distribution rights and to make each and all of the grants herein made to us; and that no other person, firm or corporation has any right, title or interest in or to the Master or any copy or duplicate thereof, inconsistent with your rights therein, except as are specifically enumerated herein, and that you have not heretofore done or permitted to be done, nor will you hereafter do or permit to be done, any act or thing which is or may be inconsistent with our distribution of said Master and said performances or which may impair and/or curtail any of the rights given or grants made in this agreement.

2. You further represent and warrant:

(a) That in connection with the recording of the Master, all costs of recording, musicians' fees, and royalties to any artists, if any, have been paid in full by you; that you will be solely responsible for all the above stated royalties and will indemnify us and hold us harmless against any losses, damages, costs or claims of any parties resulting from the services of the artists and musicians whose performances are embodied on said Master records.

(b) That there are no liens, encumbrances and/or obligations upon or in connection with the Master or with the performances not specifically set forth herein.

3. You hereby assign, transfer and grant to us absolutely for the term of this Agreement, the entire right to distribute in the United States records made from the Master covered in this Agreement.

(a) As used herein, the word "record(s)" shall be defined as all copies made of the Master including, but not limited to, Phonograph records, cassettes, compact discs, digital audio tape, and any and all means and methods of reproducing the Master whether now in existence or to later come into being.

(b) You hereby give us the right in the United States to use and publish and to permit others to use and publish the names, likenesses and photograph of the artists in the recording of the Master, in connection with the sale and exploitation of records produced from the Master.

4. We agree to pay you the sum of _____ as an advance against the royalties payable hereunder. We further agree to pay to you any royalties accruing to you hereunder over and above the amount of said advance. We further agree to reimburse you for session costs of each future master upon acceptance of the Master.
5. You agree to obtain all necessary mechanical licenses from the copyright owners of the compositions embodied on the Master and to pay mechanical licenses fees, if any, which may become properly due by reason of the sale of records manufactured from the Master.
6. You agree to pay publishers of compositions on your masters their respective mechanical licenses as soon as you have been paid by us. You will protect us from claims by publishers against us for license fees on records manufactured from the Master.
7. All payments which we may be required to make to you may be made personally or by mailing the same, postage prepaid, by certified United States Mail, return receipt requested, at the address for you contained herein. The date of service of any payments so deposited shall be the date of deposit.
8. You further agree that for the duration of this Agreement you will not permit the artist(s) to record the compositions embodied in Master(s).
9. We will compute royalties under this Agreement within thirty (30) days after the first day of January, and July of each year for the preceding six (6) months and will pay you such royalties within said thirty (30) days.
10. This Agreement shall be deemed to have been made in the State _____ and it's validity, construction, performance, breach and operation shall be governed by the laws of that state. Should any portion of this Agreement be found to be invalid or unenforceable, it shall not affect the balance of this Agreement.
11. The duration of this Agreement shall be for _____ years from the date on which you give us the Master under this Agreement, at the end of which time the Master and any accompanying artwork shall be returned to you. We shall continue to render royalty statements and payments until inventory is depleted. You may at the expiration of this Agreement purchase the remaining inventory at cost plus shipping.
12. If any dispute or differences whatsoever shall arise between us in connection with this Agreement, they shall be submitted to arbitration in the State of _____, in accordance with the laws of the State of _____ and the rules and regulations of the American Arbitration Association.
13. We shall furnish you with the following information in each royalty statement:
 - (a) Total records shipped of each release.
 - (b) Total Radio records shipped of each release
 - (c) Total "sold" records shipped of each release
 - (d) Total "free goods" shipped of each release
 - (e) Total records pressed of each release and the name of pressing.
 - (f) List of all distributors to whom records were shipped.
14. You and your representatives may audit our books and files upon reasonable notice during normal business hours.

15. Upon the transfer from you to us of each Master to be covered by this Agreement, a separate attachment to this contract shall be signed by the parties. A copy of said form is attached hereto.

16. If after you have furnished a Master to us and we have not released records produced from said Master within six months, you may in writing notify us that the Master is no longer covered by this Agreement and that all rights revert back to you. Such reversion will be effective upon the receipt by us of such notification. Any royalty advances paid you under this Agreement are not subject to refund by you to us.

17. You may authorize the Harry Fox Office to collect from us and to audit our books. You will notify us when you make such authorization.

By: _____
Record Company

ACCEPTED AND AGREED TO:

By: _____
Producer