

# MUSICA RUSSICA, INC.

## Mechanical License

*This form should be completed, signed, and sent to Musica Russica along with payment.*

*A signed approval will be returned upon receipt of agreement and payment.*

*Please complete a separate Mechanical License for each title or major work.*

Composition/Cat. No.: \_\_\_\_\_ Recording Time: \_\_\_\_\_

CD Title: \_\_\_\_\_ Artist: \_\_\_\_\_

Label: \_\_\_\_\_ Product No.: \_\_\_\_\_ Release Date: \_\_\_\_\_

Quantity of Discs: \_\_\_\_\_ Digital Distribution: yes \_\_\_ no \_\_\_ (prepayment of 100 downloads required;  
short addendum agreement required)

When signed by you in the space provided below, this will constitute our agreement with respect to our grant to you of a non-exclusive license for the manufacture and distribution of Compact Discs, which contains a single performance of the musical composition(s) (the "Composition(s)") as set forth above.

1. We hereby grant you the non-exclusive right and license, during the term of the United States Copyright in the Composition(s) to make and distribute the following recording embodying a single performance of the Composition(s). The agreement covers and is limited to the particular recording and quantity identified above as performed by the artist identified above. The territory covered by this license is the world.
2. In consideration of the rights granted, you agree to pay to Musica Russica, Inc. advance royalties equal to the statutory rate (currently \$0.091 for tracks of 5 minutes or less; \$0.0175 per minute or fraction thereof for tracks over 5 minutes) on recordings made and distributed by you or under your authority. In the event that the compulsory license royalty rate set forth in Section 115 of the United States Copyright Law is adjusted pursuant to Section 801 of said law, the royalty rate provided herein shall be automatically adjusted in the same ratio and said adjusted royalty shall be paid by you with respect to each recording made and distributed pursuant to this agreement on or after the effective date of the new compulsory license rate.
3. We warrant only that the legal right to grant this license, and this license is given and accepted without other warranty or recourse. If said warranty shall be breached in whole or part with respect to any of said musical composition, our total liability shall be limited either to repaying to you the consideration theretofore paid under this license with respect to such musical composition to the extent of such breach or to holding you harmless to the extent of the consideration theretofore paid under this license with respect to such musical composition to the extent of such breach.
4. This license shall run to you, your successors and assigns, provided you shall remain liable for the performance of all of the terms and conditions of this license on your part to be performed and provided further that any disposition of said recording or any copies thereof shall be subject to all the terms hereof, and you agree that all persons, firms or corporations acquiring from you any right, title, interest in or possession of said recording or any copies thereof shall be notified of the terms and conditions of this license and shall agree to be bound thereby.

**AMOUNT DUE:** (Quantity of Discs x Royalty Rate): \_\_\_\_\_ x \$ \_\_\_\_\_ = \$ \_\_\_\_\_

Accepted and agreed to: \_\_\_\_\_ Musica Russica (Licensor)

\_\_\_\_\_  
Signature Date Vladimir Morosan Date

Printed Name: \_\_\_\_\_

Institution: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Email: \_\_\_\_\_

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Digital Distribution Amendment

Licensee agrees to advance payment for specified number of units for the manufactured CD. Licensee further agrees to prepay for 100 digital downloads. Forty-five (45) days following the end of each calendar year, you agree to render to us a statement of all royalties earned from digital distribution during such calendar year and to remit therewith payment in the full amount of sums shown due to us, less the prepaid 100 initial downloads. In the event that you fail to account and pay royalties to us and fail to remedy such default within thirty (30) days after written notice is given to you by certified or registered mail, this agreement and all rights herein shall automatically terminate and such termination shall render the making or distribution of recordings for which the royalty has not been paid actionable as acts of infringement under the United States Copyright Law.

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Agreed to: Signature

Date

Printed Name: \_\_\_\_\_

Institution: \_\_\_\_\_