

APPLICATION FOR PERMISSION TO RECORD

Effective date: _____

To: _____ (publisher name)
_____ (address) (herein the "Owner/Administrator")

This is to advise you that _____ (label name) (herein the "Record Company") intends to make, subject to the terms and conditions set forth below and on the reverse side hereof, contrivances embodying the following musical work in respect of which you appear to be a part owner/administrator of the copyright, and we hereby request that you issue a mechanical license to us for the following musical work:

TITLE OF MUSICAL WORK: _____
COMPOSER/AUTHOR(S): _____ and _____, jointly and equally
OWNERS/ADMINISTRATORS: For _____ (first writer):
_____ (publisher name)
For _____ (second writer):
_____ (publisher name)
SHARE: Percent (? %) each of the standard royalty rate
ROYALTY RATE: Standard Royalty Rate
Currently, .085 and as may change from time to time
CATALOGUE NUMBER: _____
RELEASE DATE: _____
TERRITORY: _____ (i.e., the world, Canada, U.S., etc.)
ARTIST: _____
PLAYING TIME: ___ minutes, ___ seconds
CONTRIVANCES: Compact Disc__Cassette Tape__
TITLE OF CONTRIVANCE: _____ (name of album)
INITIAL PRESSING: _____ units (CD), _____ units (cassette)

Please sign in the space provided below for the owner/administrator and return one (1) copy for our files. The parties hereto hereby request that this license be drawn up in the English language. Les parties aux presentes ont demande que cette licence soit redigee en langue anglaise.

For the Record/Publishing Company:

Approved and Accepted by Owner/Administrator
for _____(first writer), representing Fifty percent (50%) of the Copyright in the
above work.

This ____ day of _____, 200

Per: _____

Per: _____
Owner/Administrator

I have the authority to bind the corporation.

I have the authority to bind the corporation.

The Record Company and the Owner/Administrator agree as follows:

- (1) The Owner/Administrator shall mean the Owner, or CMRRA, as the case may be. The Owner/ Administrator warrants that it has the right to grant permission to record to the Record Company and to collect mechanical royalties, only in respect of its share of interest in the work covered by this license.
- (2) The Owner/Administrator hereby grants to the Record Company the non-exclusive right to use the said work, subject to the restrictions noted in paragraph (7) below.
- (3) Upon receipt of signed approval of this application from the Owner/ Administrator, the Record Company agrees to either obtain a license from the Owner/Administrator or to apply to CMRRA for a mechanical license (as instructed by Owner) and to pay to Owner/Administrator or CMRRA, its share of the standard royalty rate in effect at the time of initial pressing for the units indicated on the reverse.
- (4) The Record Company agrees to pay the Owner/Administrator for every contrivance pressed.
- (5) Following the date of release, the Record Company shall render royalty statements to the Owner/Administrator no later than forty-five (45) days after the last day of June and December for the period then ended; such royalty statements to show the number of records pressed and sold, and any amounts due to the Owner/Administrator over and above the mechanical royalties due on any units sold over and above the initial pressing, and a check covering the full amount due to the Owner/Administrator shall accompany any statement showing royalties due to the Owner/Administrator.
- (6) The license shall covers and be limited to the particular contrivance embodying the work set forth on the reverse of this license and it does not supersede nor in any way effect any prior license now in effect covering the said work.
- (7) Record Company acknowledges that it may not record the musical works and release the contrivances herein without the express written permission of the Owner/Administrator, and that in the case of musical works whose ownership and/or administration are shared by the Owner/Administrator herein and a third party or parties, that the Record Company may not record the musical works and release the contrivances herein unless permission is granted by all owners and administrators having an interest in the musical work that is the subject of this license application.
- (8) The license shall be limited to contrivances manufactured hereunder in the Territory of Canada.
- (9) The license shall be subject to the Copyright Act R.S.C. 55 S 1 and any amendment thereto, or new Act which may come into effect after the date of this license. The Royalty rate set forth on the reverse side shall be automatically amended to conform with any new higher rate resulting from such new or amended Copyright Act for all units of the recording distributed after such new act or amendment comes into effect.
- (10) The above terms and conditions as well as those set forth on the reverse side hereof shall constitute the entire agreement between the parties and shall be binding upon them as well as their respective successors and assigns, however, it is understood that any standard terms of CMRRA's mechanical license shall supersede those contained herein.
- (11) It is understood that permission to record the work that is the subject of this application, shall not be deemed to have been granted until the application has been executed in full by all parties who have an interest in, and are owners/administrators of the musical work. This is not a mechanical license – after permission is obtained, a mechanical license can be obtained from the Owner or from CMRRA.