

# **ATTACHMENT B**

**MECHANICAL LICENSE AGREEMENT**

THIS AGREEMENT is made as of the \_\_\_ day of \_\_\_, 20\_\_\_, by and between \_\_\_\_\_ at [ADDRESS] (“Licensor”) and \_\_\_\_\_ at [ADDRESS] (“Licensee”).

COMPOSITION: “ \_\_\_\_\_ ”  
COMPOSER: \_\_\_\_\_  
PERFORMER: \_\_\_\_\_  
PLAYING TIME: \_\_\_\_\_  
ALBUM: \_\_\_\_\_  
DATE OF RELEASE: \_\_\_\_\_  
RATE: \$ 0.91  
# COPIES: \_\_\_\_\_  
TOTAL: \_\_\_\_\_

Licensor hereby grants to Licensee the non-exclusive license to use the COMPOSITION in (1) the recording and making of up to \_\_\_\_\_ phonorecords to be distributed in the U.S. It is agreed that, in the event Licensee produces more than \_\_\_\_\_ phonorecords, the consideration for such licenses shall be the so-called statutory rate in effect at the time such phonorecords are manufactured and distributed, and Licensee shall account to Licensor quarterly for such sales, on the fifteenth (15<sup>th</sup>) day of February and August for the semiannual periods ending on the last day of December and June, respectively.

This license is limited to the particular recording(s) and use(s) of the COMPOSITION set forth herein and shall not include any other recording or form of recorded sound.

Failure to render timely accountings or make timely payments to Licensor shall constitute a material breach of this license entitling Licensor, in addition to its other remedies, to immediately terminate this license and all rights granted to Licensee hereunder. Such termination shall render the making or distribution, or both, of all phonorecords for which royalties have not been paid actionable as acts of infringement under, and fully subject to, any and all remedies provided by law. A waiver of any breach hereunder shall not constitute a waiver of any succeeding breach, whether similar or dissimilar. Upon written request, Licensee agrees to make its books and records relating to the subject matter hereof available for audit by Licensor and/or Licensor’s designee(s) and Licensor shall have the right to make copies thereof.

Manufacture and distribution of phonorecords hereunder shall be limited to the U.S. only.

Licensee agrees that any and all phonorecords manufactured by it under this agreement shall bear in the packaging thereof a printed writer/publisher credit and copyright notice in a form reasonably necessary to protect writer/publisher(s)’ rights in the copyrighted work.

Fees and copies of all notices and/or accountings hereunder shall be sent to Licensor at the address set forth above.

This license is personal, non-licensable and non-assignable, except by Licensor. This license does not supersede nor affect any prior licenses or agreements now in force respecting recordings of the COMPOSITION. This license shall be governed by and construed under the laws of the State of Texas, U.S.A.

**AGREED AND ACCEPTED:**

LICENSOR

LICENSEE

By: \_\_\_\_\_  
An Authorized Signatory

By: \_\_\_\_\_  
An Authorized Signatory

Lo/mechlic