



Mechanical License Royalty Agreement

This AGREEMENT dated (_____) (the "Effective Date") is by and between

HymnSmith Music having an address **685 Clarke Trail, Dacula, GA. 30019** AND

_____ the "Licensee",

having an address of:

When signed by you in the space indicated below, this will constitute our agreement with respect to our grant to you of a nonexclusive license to the manufacture and distribution of LP's, Cassettes, Compact Discs, DVDs, or Internet downloads (mp3 or other) (herein referred to as Recording) embodying a single performance of the following musical composition (the "Composition") which will be identified on your record label or backliner.

HOW MANY TOTAL COPIES OF THE RECORDINGS WILL YOU MAKE (ALL FORMATS TOGETHER)?
(e.g. 500 CDs, 500 Cassettes, and 500 LPs and 100 Digital Downloads would be 1600 Recordings.)

# of PHYSICAL PRODUCT (CD, Cassette, or Vinyl LP)	
# OF DPD (Digital Phonorecord Delivery, aka Permanent Download) ANTICIPATED IN THE NEXT 12 MONTHS	

1. Grant of Rights. **HYMNSMITH MUSIC** hereby grants the Licensee a non-exclusive, non-transferable compulsory license to reproduce and distribute a certain musical composition owned and/or controlled by **HYMNSMITH MUSIC**, as listed on the attached Schedule A (the "Composition"), pursuant to the provisions of Section 115 of the United States Copyright Act (the "Copyright Act"). Licensee shall have all of the rights granted and obligations imposed by the compulsory license provision of the Copyright Act, after distribution of the following recordings of the copyrighted work to the public in the United States by another person under the authority of the copyright owner, unless otherwise provided for in this Agreement.

2. In connection with your exercise of the right and license granted herein, you shall have the right to make a musical arrangement of the Composition to the extent necessary to conform it to the style or manner of interpretation of the performance involved, provided, however, that any such arrangement shall not change the basic melody or lyrics fundamental to the character of the Composition.



3. Territory. The territory for this Agreement shall be the United States of America and its possessions and territories (the "Territory").
4. Term. The term of this Agreement shall run for a period of 24 months from first release, terminating on the last day of the month in which the anniversary of the Effective Date occurs (the "Term"). Upon such expiration date, any and all rights herein granted shall immediately cease and terminate, and the rights derived from this license to make and/or authorize further use or distribution of the recording shall also terminate.
5. Particular Recording. This Agreement covers and is limited to one particular recording of the Composition as performed by the artist and on the recording identified on Schedule A, and this Agreement does not supersede or in any way affect any prior agreements now in effect respecting Recordings of the Composition.
6. You shall supply **HYMNSMITH MUSIC** with one (1) complimentary copies of this recording when it is released.
7. Royalty and Royalty Accountings. In consideration for the license granted in paragraph 1 above, Licensee shall pay **HYMNSMITH MUSIC**, for each such recording embodying the Composition made and distributed by the Licensee (including "promotional copies"), a royalty based upon the statutory rate in effect at the time the Recording was distributed (See schedule B). Licensee shall render to **HYMNSMITH MUSIC** true and detailed quarterly statements and payments, of all royalties payable hereunder, no less often than forty-five (45) days following the end of each calendar quarter. Licensee shall maintain accurate and complete records and accounting books with regard to the Recording and Composition, including, but not limited to, all information needed to compute and verify the amounts payable to **HYMNSMITH MUSIC** hereunder. **HYMNSMITH MUSIC** may audit those books and records. If Licensee fails to account to **HYMNSMITH MUSIC** and/or pay royalties as provided for herein, **HYMNSMITH MUSIC** may give Licensee written notice that, unless the default is remedied within fifteen (15) days from the date of the notice, this Agreement will be automatically terminated. Such termination will render either the making or distribution, or both, of all Recordings for which royalties have not been paid, actionable as acts of infringement under, and fully subject to the remedies provided by the Copyright Act.
8. Warranties and Representations. Each party warrants and represents that it has the full right, power and authority to enter into and perform this license in accordance with the terms and conditions herein. This license is given by **HYMNSMITH MUSIC** to the Licensee without any other warranty or recourse, except to



repay the amount of consideration paid for this license (as provided for in paragraph 4 above) if said warranty shall be breached. **HYMNSMITH MUSIC's** liability hereunder shall be limited to the amount of consideration paid for this license, and **HYMNSMITH MUSIC** further reserves all rights and uses in and to the Composition not specifically granted to the Licensee herein.

9. Assignment. This license is personal to the Licensee and may not be sold, assigned or transferred without the prior written consent of **HYMNSMITH MUSIC** (which consent may be withheld by **HYMNSMITH MUSIC** in **HYMNSMITH MUSIC's** sole discretion).

10. Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same Agreement . The parties may execute more than one copy of this Agreement , each of which shall constitute an original.

11. Applicable Law and Jurisdiction. This license shall be construed in accordance with the internal laws of the State of Georgia, and any controversies arising out of this license shall be resolved solely in the state or federal courts of the State of Georgia, each party hereunder submitting to jurisdiction and venue of such court.

12. Entire Agreement. This license shall constitute the entire agreement between the parties with respect to the subject matter hereof and may only be modified by a written amendment signed by both parties.

Hymn Smith Music

LICENSEE: _____

By: *Rachel M Williams*

By: _____

Name: Rachel M Williams

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Schedule A

To the Mechanical License dated _____ between **HymnSmith Music**
aka Rachel M Williams and

Song Title:

Song Title:

Writers: Rachel M Williams

Income Participant(s): **Rachel M Williams** **(Rachel M Williams)**
 100%

Of Units _____

Artist _____

Initial: HymnSmith Music INITIAL HERE _____

 Licensee INITIAL HERE _____



Schedule B (as dictated by the United State Copyright Office)

The current statutory mechanical royalty rate as of March 1, 2009 is \$.091 (9.1 cents) per song per unit for recordings and Permanent Downloads

For example, if one were to make a recording of a song and then manufacture 500 units of the recording, the total amount of royalties due would be \$45.50. (\$0.091 X 500 (units) = \$45.50). If there were two songs then the it would be (\$0.091 X 500 (units) x 2 or \$91.00).

We do not charge extra (as is allowed) for songs which are longer than 5 minutes in length.

CATEGORY	RATE	EFFECTIVE DATE
Physical Phonorecords (includes vinyl – CD- DVD – etc.	9.1 cents or 1.75 cents per minute of playing time or fraction thereof, whichever is larger, for physical phonorecord deliveries and permanent digital	March 1, 2009
Permanent Downloads	9.1 cents or 1.75 cents per minute of playing time or fraction thereof, whichever is larger, for physical phonorecord deliveries and permanent digital	March 1, 2009