

**The
Acappella
Company**

MECHANICAL LICENSE AGREEMENT

LICENSEE:

Name: _____

Address: _____

City, ST: _____

Zip: _____ Country: _____

LICENSOR:

Anthony K Music/Clifty Music

900 N. Dixieland Road

Rogers, AR 72756

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 for the manufacture and distribution of LP's, Cassettes, Compact Discs, or DVD's embodying a single performance of the following musical composition (the "Composition") which will be identified on your record label or backliner as shown above.

1. We hereby grant you the nonexclusive right and license during the term of the United States Copyright in the Composition to make and distribute in the USA the following recordings (LP, Cassette, CD & DVD) embodying a single performance of the Composition:

Record Company/Label: _____

Record ID No: _____

Album Title: _____

CD ID No: _____

Artist: _____

DVD ID No: _____

Quantity _____

Date of Release: _____

This agreement covers and is limited to the particular recording identified above as performed by the artist identified above. You shall not use the title of the composition(s) as the title of your full recording without prior written permission from us.

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 the fundamental character of the Composition.

3. In consideration of the rights granted, you agree to pay us, Anthony K. Music/Clifty Music, 100% portion of this composition, the statutory rate (currently \$0.091) 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 the 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.

If another publisher, whose composition is found on this recording, is paid at a rate higher than the rate stipulated herein (proportional to percentage of ownership), such higher rate will automatically be considered the rate agreed to in this license.

As used in this agreement, the word "recording" shall have the same meaning as the word "phonorecord," and the phrase "made and distributed" shall have the meaning ascribed thereto in the United States Copyright Law and the regulations properly adopted in connection thereto.

4. Forty-five (45) days following the end of each calendar quarter, you agree to render to us a statement of all royalties earned during such calendar quarter and to remit therewith payment in the full amount of sums shown due to us. 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 given to you by certified or registered mail, this agreement and all rights herein granted shall automatically terminate and such termination shall render the making or distribution of phonorecords for which the royalty has not been paid actionable as acts of infringement under the United States Copyright Law.

5. We shall have the right to inspect and audit your books and records relating to transactions involving the rights granted hereby at

your office during regular business hours upon giving notice in writing at least fifteen (15) working days prior to the desired date of such inspection and audit.

6. You shall supply us with two (2) complimentary copies of this recording when it is released.

7. We hereby warrant, covenant, and represent that we are the lawful owner of the copyright in the Composition or are the authorized agent for said owner and possess full right and authority to grant the rights and license herein described.

8. This agreement shall be binding upon the heirs, legal representatives, successors, and assigns of each of the parties hereto.

Anthony K. Music/Clifty Music

BY: _____
Representative of Anthony K. Music/Clifty Music

Date: _____

Agreed to:

BY: _____

Sign: _____

Date: _____

SS#: _____