



PROJECT WILD 2019

SCHEDULE 'B' MECHANICAL AND MASTER USE LICENCE WAIVER

AGREEMENT made and entered into as of the ____ day of _____, 2019 between _____ *[name of artist]* ("Licensor") and **Alberta Music Industry Association** ("Licensee") #301, 10526 - Jasper Ave, Edmonton AB, T5J 1Z7 ("Licensee").

- 1. OWNERSHIP AND COMPOSITIONS:** Licensor represents and warrants that Licensor is the owner of the copyright in the following musical composition:

“ _____ ” *[insert name of song]*

(hereinafter referred to as the "Composition"), and the copyright in the master sound recording embodying such Composition (the "Master") and has the right to grant the licenses to Licensor's interest herein provided.

2. LICENCES:

(a) Licensor grants to Licensee the non-exclusive right, privilege and license, to include the Composition on a compilation Compact Disc, other digitally formatted device, free digital download and to make the Composition available for streaming on the Licensee's Website (the "Website"), streaming services, on social media platforms, and to use the Composition in the advertising of the Licensor's radio station and PROJECT WILD throughout the world in perpetuity from the date of this Agreement, for promotional purposes only and not for resale; and

(b) Licensor grants to Licensee the non-exclusive right, privilege and license, to include the Master on a compilation Compact Disc, other digitally formatted device, free digital download and to make the Master available for streaming on the Licensee's Website (the "Website"), streaming services, on social media platforms, and to use the Master in the advertising of the Licensor's radio station and PROJECT WILD throughout the world in perpetuity from the date of this Agreement, for promotional purposes only and not for resale; and

- 3. ROYALTY:** In consideration of the Licensee having fully financed the recording of the Master

recording, the Licensor agrees to waive any mechanical license fees and master use license royalties, fees or other payments.

4. **CREDIT:** Licensee shall provide the Licensor with the opportunity to include in the name of the writers and the publishers of the Composition and the owners of the Master on the Website.
5. **WARRANTY & INDEMNITY:** Licensor indemnifies and holds harmless Licensee, its successors and assigns from any and all loss, damage, cost or expense, including legal fees, by reason of any adverse claims by others in and to the subject matter hereof, or by reason of any breach of any of the expressed warranties herein contained, or by reason of any adjudication invalidating said mechanical rights or copyright privileges under which this license is granted.
6. **ASSIGNMENT:** This agreement is not assignable by either party and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto. The licenses granted under this agreement may be assigned by the Licensee to any company within the Jim Pattison Broadcasting Group at Licensee's sole discretion.
7. **TERM:** This license shall continue in effect for a period equal to the life of the copyrights in the Masters and the Composition.
8. **EFFECTIVE LAW:** This agreement shall be construed in accordance to the laws of the Province of Alberta.

9. LICENSING INFORMATION:

Artist: _____

Song: _____

Song Length: _____

Beats Per Minute: _____

Album Title: _____

Label Name: _____

Publisher Name: _____

Year Published: _____

Owner of Copyright: _____

Writers: _____

Genre: _____

Does the song fulfil the Canadian Content requirements as defined by the MAPL system? Please check off all relevant criteria:

- M* (music): the music is composed entirely by a Canadian
- A* (artist): the music is, or the lyrics are, performed principally by a Canadian
- P* (performance): the musical selection consists of a live performance that is
 - recorded wholly in Canada, or
 - performed wholly in Canada and broadcast live in Canada
- L* (lyrics): the lyrics are written entirely by a Canadian

Agreed and Accepted

Licensee: **Alberta Music Industry Association**

Per: _____

Licensor: _____

Signed, Sealed and Delivered
in the presence of :

Witness Signature

Artist Signature

Witness Address

[Print artist name]

If more than one Licensor:
Signed, Sealed and Delivered
in the presence of :

Witness Signature

Artist Signature

Witness Address

[Print artist name]

Signed, Sealed and Delivered
in the presence of :

Witness Signature

Artist Signature

Witness Address

[Print artist name]

Signed, Sealed and Delivered
in the presence of :

Witness Signature

Artist Signature

Witness Address

[Print artist name]

Signed, Sealed and Delivered
in the presence of :

Witness Signature

Artist Signature

Witness Address

[Print artist name]