



Another Sundown Publishing Company (BMI)

Post Office Box 198 • Forest Knolls, California 94933

## MECHANICAL LICENSE

**Instructions:** Please complete all the information in the first box, then mail to the address above. A completed form will be returned for your signature. Use one form per song.

Licensee: _____	Artist: _____
Address: _____	_____
_____	Album Title: _____
_____	_____
_____	Album #: _____
Title of the Kate Wolf song you plan to use: _____	

For Another Sundown use	
License Date: _____	Words by: _____
Musical Work: _____	Music by: _____
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1. You shall pay to Publisher royalties equal to the statutory rate in effect at the time the records are sold. The statutory rate changes every even years on January 1<sup>st</sup>. The rate on the date above is currently 9.1¢ per unit (for songs over five minutes, the statutory rate is 1.75¢ per minute). Such royalties shall be paid on the basis of 100% of the phonorecords made and distributed or given away by you, excluding a reasonable number of promotional copies given away without any consideration, independently of any sale of the same or any other goods or services. You hereby waive the provisions of Section 115(c)(1) of the Copyright Act.



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2. You shall keep complete books and records reflecting all transactions hereunder, and you shall render to Publisher quarterly accountings and payments therefor within 45 days after March 31, June 30, September 30, and December 31, for each quarter for which any royalties accrue hereunder. We shall have the right at all reasonable times by representatives chosen by us to audit, examine, and make copies and extracts of all books and records maintained by you and your affiliates relating to matter hereunder; and if such audit discloses an understatement greater than 5% of the royalties reported by you for any quarter, you shall pay the reasonable expenses of such audit. All sums due hereunder shall bear interest at the maximum rate permitted by law if not paid within 30 days after the date due. In the event of suit under this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees. If you fail to account and pay royalties as herein provided, Publisher shall have the right to repudiate and revoke this license by written notice to you.

3. This license covers and is limited to one particular phonorecord of the musical composition designated above as performed by the artist on the record number set forth above, and for no other use; and this license does not supersede nor in any way affect any prior license now in effect respecting recordings of said musical composition.

4. You shall inscribe copyright information, i.e.:

Words and Music by Kate Wolf

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on materials accompanying the phonorecord (i.e.: with song credits on jacket).

5. This license shall not take effect unless and until you shall sign and return one copy hereof together with one copy of the applicable phonorecord. You need not serve or file the notices required by the Copyright Act.

ACCEPTED AND AGREED:

by \_\_\_\_\_

by \_\_\_\_\_

Terry Fowler

Another Sundown Publishing Company

date \_\_\_\_\_

date \_\_\_\_\_