Mechanical License

FROM: **LIANNA KLASSEN**
313 Place D'Youville Suite #301
Montreal, Quebec
H2Y 2B5

TO: _____
_____
_____
_____
_____

ROYALTY SHARE:
LIANNA KLASSEN – 100.00%

Composition: _____
Composer(s): _____
Artist: _____
Title: _____
Record Number: _____
Configuration: **Compact Disc _____ DVD _____ Other _____**
Rate: **0.085**
Release Date: _____
Added Provisions: **Units Manufactured _____**
any quantity under 500 units must pay a $50.00 flat fee

To Whom it may concern:

This instrument hereby acknowledges receipt by LIANNA KLASSEN of your notice of intent to use the musical composition indicated below.

1) **We hereby grant to you the non-exclusive right and license to manufacture and distribute in the territory of Canada, the phonorecord(s) specifically identified below.**
2) **In consideration of the rights herein granted, you agree to pay the agreed Canadian mechanical royalty rate in effect at the time of manufacture for each phonorecord embodying said Composition manufactured by you pursuant to this license for the specific use(s) hereinafter described, and shall not be subject to set-off or recoupment with regard to any other license or use and the rights or obligations with respect thereto. In the event that more than one configuration is identified below, each such configuration shall be deemed a separate license subject to the terms and provisions herin contained.**
3) **Within forty-five (45) days following the date of manufacture and any subsequent manufacturing, you agree to render to LIANNA KLASSEN a statement of all phonorecords embodying the Composition manufactured and to remit therewith payment in the full amount of sums shown thereon to be due. You further agree to remit therewith copies of any and all pressing statements pertaining to the manufacture of phonrecords by you or under your authority.**
4) **In the event that you fail to account and pay royalties as herein provided and fail to remedy such default within thirty (30) days after written notice given to you by certified or registered mail, this license and all such rights herein granted shall automatically terminate and such termination shall render either the making or distribution of phonorecords for which the royalty has not been paid, actionable as acts of infringement as set forth in the Canadian Copyright Act and all amendments thereto.**
5) **You hereby agree that we shall have the right to conduct audits of your books and records as the same relate to the use of the Composition identified herein, provided that we provide you with written notice of our intent to audit lot less than fifteen (15) business days prior to such audits, and said right of audit of your books and records, which you warrant will be made available, may be exercised once during any calendar year with respect to royalty statements rendered in accordance with paragraph 3 above, and within three years of licenser's receipt of said statements.**
6) **You agree to include on the label or container of each record manufactured and distributed hereunder the title, composer and copyright owner as being licensed by LIANNA KLASSEN, and the applicable performing rights agency (ies).**
7) **The undersigned Licenser warrants and represents that it is the authorized agent for the owner of the rights herein conveyed.**
8) **This license may not be assigned by you.**

Your signature below is your acceptance of the terms. This license shall continue in full and effect except in the event of a breach by you of any of the terms and conditions above specified.

_____ _____/_____/_____ _____

Lianna Klassen **Date** **Licensee**