

WHISPERINGS

Whisperings Radio, LLC
P.O. Box 2, Jonesborough, TN 37659

Fellow Artists & Composers,

As you are probably aware, the recording industry, along with other influential licensing groups in the U.S. and abroad, has enacted legislation to control the streaming of copyrighted music on the Internet. One of the ways the industry ensures everyone is "legal" is by requiring and collecting license fees from webcasters who wish to play music on their broadcasts. Once paid, these license fees give a broadcaster legal permission and license to play *any* music they wish *without* direct permission from the artist.

Whisperings Solo Piano Radio, hereafter referred to as WSPR, isn't your typical radio broadcast, however. Unlike commercial broadcasters who air any music they desire from a large library of tracks, WSPR only broadcasts the music of artists who have *directly requested* we play their **original** (or public domain) music recordings.

Even though we have this permission *directly from the artist* and copyright holder, it's possible that WSPR could be asked to pay license fees to an agency or agencies, which may include the Mechanical License Collective (MLC), SoundExchange (for the RIAA, AFTRA and AFM), BMI, ASCAP, SESAC, and/or other performing rights organizations. The license fees for WSPR to broadcast, based on our current listenership, could amount to tens of thousands of dollars every month—an amount far beyond our ability to pay. If WSPR was forced to pay these fees, we'd have no choice but to cease broadcasting immediately.

However, if WSPR can show it has *direct permission* from every artist/composer on the broadcast to play their music, we can claim exemption from these fees. To this end, Whisperings Solo Piano Radio requests the following from you, as a participating artist/composer:

- 1) A written declaration (next page) that you are the **sole** artist and copyright owner for any of your recordings that we select for the WSPR broadcast. Prior to adding any of your recordings, we will provide you with a list of your songs we'd like to include. At that time, you'll verify that:
 - a) you own 100% of the copyright to the musical composition; or if the song is a public domain work, you own 100% of the copyright on the arrangement; and...
 - b) you own 100% of the copyright to your master recording(s).
- 2) A written declaration (next page) that as the copyright owner of these works, you give Whisperings Radio, LLC license and permission to broadcast your music, **royalty-free**.
- 3) A written declaration (next page) that you will represent yourself as licensor and copyright owner of your music to WSPR and that you are not relying on the MLC, SoundExchange, or any other performing rights organization or agency to stand in for you to WSPR.

Note: Though we do not pay royalties, listeners tuning in via our players and apps will see your track info along with buy/info links to find out more about you. Beyond this, you'll be periodically included on official WSPR playlists on other services that do pay royalties (such as Spotify.) As an official artist, you'll be invited to participate in our private, artist-only FaceBook group, where you'll find a treasure-trove of helpful information, tips and advice on topics such as music promotion, distribution, manufacturing, industry news, and more.

What follows is a non-exclusive license whereby you give us direct permission to broadcast and promote your music on WSPR and all of our social media. To be included on the broadcast, please print out this agreement, sign it, date it, and mail it to Whisperings at:

David Nevue
Whisperings Radio
Re: Artist Submissions
P.O. Box 2, Jonesborough, TN 37659

Thank you very much! If you have any questions, you may contact our review team at submissions@solopianoradio.com . For more legal info, visit solopianoradio.com/legal.htm

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Whisperings: Solo Piano Radio - Broadcast License Agreement

1) I, the undersigned artist, hereby warrant (and have verified) that I am the **sole** copyright owner for each of my musical composition(s) and sound recording(s) (hereafter referred to collectively as "Works") included on Whisperings: Solo Piano Radio (hereafter referred to as WSPR) and that I have the full legal authority to grant a license to publicly perform and broadcast said Works. If the musical composition is a public domain work, I affirm that I own 100% of the copyright on the arrangement and recording of said musical composition.

2) As the sole copyright owner and representative for said Works, I give Whisperings Radio, LLC, David Nevue (the WSPR Program Director,) and WSPR license, and my full permission, to publicly perform and broadcast these Works via the Internet, satellite, or any other means of transmission, **royalty-free**. I understand that I retain all rights, titles, and interest to my Works including, without limitation, all copyrights. I understand that signing this agreement does not obligate Whisperings Radio, LLC or WSPR to broadcast said Works.

3) As the copyright owner of the Works, I declare that in regards to licensing my Works to WSPR for broadcast, I will represent myself. I waive representation by the Mechanical License Collective (MLC), SoundExchange (for the RIAA, AFTRA and AFM), BMI, ASCAP, SESAC and all International performing rights organizations (including APRA, SOCAN, SIAE, PRS, GEMA, JASRAC, CMRRA, RAO and any other not listed) **only** as it relates to the inclusion of the Works on the WSPR broadcast. I understand that WSPR will not be reporting plays of my music to any performing right organization or association or agency and that no royalties will be paid by WSPR.

4) **OPT OUT OPTION:** I understand that, at my written request, I may have any or all my Works removed from the WSPR broadcast at any time. I will allow up to 30 days for the songs to be removed, though I understand the Works may be removed immediately upon notice.

5) **TERMINATION ON TRANSFER OF OWNERSHIP:** If at any time, ownership of Whisperings Radio LLC and/or WSPR is transferred or otherwise conveyed to anyone other than David Nevue or a company directly controlled by him, I understand this contract is null and void and must be renegotiated between myself and the new owner.

6) **TERM:** This license agreement is valid from the date of signing (below) until such a time as the agreement is either terminated pursuant to #4 or #5 or WSPR ceases to broadcast. I understand that I or WSPR may terminate or update this agreement any time with 30 days notice.

Accepted and Agreed to by....

ARTIST NAME (Please Print Legibly)

ARTIST SIGNATURE (Legal Signature)

DATE

ARTIST ADDRESS, CITY, STATE and ZIP

ARTIST EMAIL ADDRESS for CONTACT

PHONE # for CONTACT