

WHISPERINGS

David Nevue, Program Director
P.O. Box 116
Junction City, OR 97448

My Fellow Artist/Composer,

As you are probably aware, the recording industry, along with other influential copyright/licensing groups in the U.S., has enacted strict legislation to control the streaming of copyrighted material on the Internet. One of the ways the industry ensures everyone is "legal" is by collecting license fees from webcasters who play copyrighted and/or licensed material on their broadcasts. Once paid, these license fees give a broadcaster legal permission to play virtually any music they wish.

Whisperings Solo Piano Radio (hereafter referred to as WSPR) isn't your typical radio broadcast, however. Unlike commercial broadcasters who air copyrighted music from a large library of CDs, WSPR only broadcasts the music of solo piano artists who belong to the Whisperings community and who have chosen to include their *original* music on the playlist. Since Whisperings already has permission to broadcast this music direct from the copyright owners, it doesn't make sense to pay license fees to one or more third-party organizations to acquire this same permission.

That being said, because of WSPR's popularity and visibility, it is likely that Whisperings will, at some point, be asked to pay license fees to SoundExchange (for the RIAA, AFTRA and AFM), BMI, ASCAP, SESAC and other performing rights organizations (PROs) including those of International origin (PRS, GEMA, APRA, SOCAN, CMRRA and others). At our current broadcast volume, these license fees would amount to tens of thousands of dollars per month. Please understand that you, as the artist/composer, would in all likelihood receive nothing from these blanket license payments (and if you did, it would be literally pennies). The bottom line: if WSPR was forced to pay these license fees, we would be forced to cease broadcasting.

The good news is, if Whisperings can show it has written permission from every artist/composer on the playlist to broadcast their music, WSPR can claim exemption from these license fees. To this end, Whisperings requests the following from you, as a participating artist/composer:

1) A written declaration that you are the *sole* artist and copyright owner for your compositions on the WSPR playlist. I have provided you with a list of your songs to be included. Please 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 the master recording(s).

2) A written declaration that as the copyright owner of these works, you give Whisperings permission to broadcast your music, royalty-free, via the Internet on WSPR, in exchange for the promotional benefit that exposure will bring you to our listeners.

3) A written declaration that you will represent yourself as the licensor and copyright owner of your music to WSPR for broadcast, and that you are not relying on SoundExchange, the RIAA or any PRO organization as your agent to do this for you.

What follows is a non-exclusive license to broadcast your music. It gives Whisperings the freedom to play and promote your music on WSPR. To be included on the broadcast, please print out this agreement, sign it, date it, and mail it to Whisperings at:

David Nevue
Re: Whisperings Radio
P.O. Box 116
Junction City, OR 97448

Thank you very much! If you have any questions, feel free to contact me directly at (541) 234-2282.

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P.O. Box 116, Junction City OR 97448

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 of said musical composition.

2) As the sole copyright owner and representative for said Works, I give David Nevue and WSPR my full permission to publicly perform and broadcast these Works via the Internet, Satellite or any other means of transmission. By signing this statement, I grant David Nevue a license to publicly perform and broadcast these Works on WSPR, **royalty-free**, in exchange for the opportunity to have my music heard by WSPR listeners. 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 WSPR to broadcast said Works.

3) As the copyright owner of the Works, I declare that in regards to licensing my Works to David Nevue and WSPR, I will represent myself. I waive representation by 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 in the broadcast of WSPR. I understand that WSPR will not be reporting plays of my music to any performing right organization or association and that no royalties will be paid by WSPR.

4) **OPT OUT OPTION:** I understand that, at my written request, I may have the Works removed from the WSPR broadcast at any time I wish. 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 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 two years thereafter, unless earlier terminated pursuant to #4 or #5. Thereafter, the term will automatically renew every two years unless #4 or #5 is enacted. I understand that I or WSPR, may terminate or update this agreement at any time with 30 days notice.

Accepted and Agreed to by....

ARTIST NAME (Print Legibly)

ARTIST SIGNATURE (Legal Signature)

DATE

ARTIST ADDRESS, CITY, STATE and ZIP

ARTIST EMAIL ADDRESS for CONTACT

PHONE # for CONTACT