

M.A.P. (MUSIC ASSISTANCE PROGRAM) - Application and Guidelines

Music BC Industry Association Compilation CD

Sponsored by: CDwest.ca

This program is open to all Music BC members who have commercially released an album, EP or single within the last 24 months, or within the next 3 months. A jury selected by Music BC will determine which songs to include on the 2010 Music BC Compilation CD

Please enclose the following:

- Completed Application
- Bio (plus 5 copies)
- Photo (hard-copy)
- Photo (**300 dpi eps or jpg**) emailed to map@musicbc.org
(if selected, this photo will be included in the compilation)
- Press (clippings/highlights)
- Original signed & completed mechanical waiver & master use license (2 copies)
- \$10 processing fee. Payable by cheque, Paypal at www.musicbc.org, or pay by cheque/cash/debit/credit in person at Music BC office
- CD with high quality WAV files (no Mp3's) with ONE song specified (the track to be included on the CD if selected)

Please make sure your application is complete and all support materials are included and submitted by the deadline date and time. Incomplete applications will not be accepted!

If you would like your recordings and other support materials returned after assessment, please enclose a self-addressed envelope bearing the correct postage for the size and weight of the package.

Please check off any of the following genres that would help to describe the music submitted with this application. Primarily, this helps us in selecting appropriate jurors.

- | | |
|---|---|
| <input type="checkbox"/> Pop / Rock | <input type="checkbox"/> Jazz |
| <input type="checkbox"/> Alternative / Modern | <input type="checkbox"/> Blues |
| <input type="checkbox"/> Rock | <input type="checkbox"/> Children's |
| <input type="checkbox"/> Hard Rock / Heavy | <input type="checkbox"/> Gospel |
| <input type="checkbox"/> Metal | <input type="checkbox"/> New Age |
| <input type="checkbox"/> Pop / Adult | <input type="checkbox"/> Electronic (Techno, House) |
| <input type="checkbox"/> World | <input type="checkbox"/> Dance / Pop |
| <input type="checkbox"/> Folk | <input type="checkbox"/> Hip Hop |
| <input type="checkbox"/> Roots / Traditional | <input type="checkbox"/> R&B/Soul |
| <input type="checkbox"/> Classical | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Country | |

COMPLETE Applications must be received (not postmarked) by 5:00pm on the date of the deadline at:

ENTRANCE ADDRESS:

Music BC, Suite 530 - 23 West Pender St, Vancouver, BC V6B 1R3

MAILING ADDRESS:

Music BC, #530 - 425 Carrall St, Vancouver, BC V6B 6E3

*Late or incomplete applications will not be accepted. All components of your application must be received by the date and time of deadline. No exceptions will be made.

Applications received by fax will not be accepted.

Please allow at least two weeks from the date of deadline for the vetting and adjudication process to occur.

Awards being granted:

Successful applicants will have one track included in the Music BC 2010 Compilation CD. This compilation will be made available at the MIDEM conference 2010, CMW, SXSW, and also available at various Canadian Consulates. The compilation will be available as a promotional CD only and not for sale. Applicants are advised that no royalties or mechanical licensing fees shall be payable for inclusion on this compilation. Applicants acknowledge that Music BC Industry Association may use the compilation CD to promote BC artists to international consulates, labels, Film/TV, publishers and other music industry companies.

BONUS: All artists selected for inclusion on the compilation CD will also have their song posted on www.musicfrombc.com which is Music BC's streaming music site to promote music from BC artists that is ready for tv/film/video game placements. At the jury's discretion, they may also recommend a selection of applicants who were not chosen for the CD to be included on www.musicfrombc.com.

FOR OFFICE USE ONLY:

Application received: _____

Deadline: November 13th, 2009

Application processed: _____

Approved: Y / N

Shortlist #: _____

Song Confirmed: _____

Forms Signed: _____

Photo file rcvd: _____



MUSIC BC INDUSTRY ASSOCIATION

www.musicbc.org info@musicbc.org
604-873-1914 Toll free in BC 1-888-866-8570



www.cdwest.ca

DO NOT contact **CDwest** with any questions regarding this program. Please direct all inquiries to Music BC.

**DEADLINE:
FRIDAY
NOVEMBER 13, 2009
5PM (PST)**

Complete application must be received by Music BC no later than 5pm on the deadline date

Music BC Industry Association www.musicbc.org info@musicbc.org (604) 873-1914 Fax: (604) 873-9686

Mailing address: #530 - 425 Carrall St, Vancouver, BC V6B 6E3

Entrance address: #530 - 23 W. Pender St, Vancouver, BC V6B 1R3

M.A.P. (MUSIC ASSISTANCE PROGRAM) - Application and Guidelines

Music BC Industry Association Compilation CD

Sponsored by: CDwest.ca

Eligibility:

- 1.Applicant be a Canadian artist (citizen or landed immigrant);
- 2.Track must be from a full length album, ep or single (released within 24 months prior to deadline or will be released within 3 months after deadline- proof may be requested); RELEASE = Album or Single released commercially on CD, DVD, or through a recognized online distributor (ie. iTunes, Nimbit, Puretracks, etc). Posting the song on any personal website or social networking website (ie. MySpace) will not be acceptable for this program.
- 3.Applicants/Artists must be a current BC resident (for at least the past 6 months). If in a group, the majority of the group must reach the residency requirements;
- 4.Must be a current paid Music BC Member with Membership # (Call Music BC if you need to check)
- 5.**One application per artist/individual.** Companies with a Silver, Gold, or Platinum membership can apply on behalf of more than one artist depending on their membership level. Silver = up to 5 acts. Gold = up to 10 acts. Platinum = unlimited.
6. Applicant's cannot submit a song that has been previously included on any Music BC Compilation CD, even if re-released, but may submit new eligible songs.

Adjudication process:

All applications shall be reviewed by a jury of industry professionals, as selected by Music BC Industry Association. Applications will be adjudicated based on artistic and commercial merit.

SECTION ONE: APPLICANT / ARTIST INFORMATION

A) **Company / individual applying**

Music BC Membership #

Contact information

Owner of copyright in sound recording: (Company or Individual)

Owner of copyright in songs/publishing:

Year Published

Contact information

B) **Contact person:** _____

Contact person's industry function: _____
(label, manager, publisher, etc.)

Full address including postal code: _____

Daytime phone number _____ **Email address:** _____

C) **Artist / Group name**

Please circle one: Canadian Landed Immigrant

Place of residence: _____

D) **Artist album/single release information**

Album Title: (if applicable)

Song Title: (to be considered for this application)

Territory	Release Date	Format (CD, MP3)	Label / Distributor

E) Song Information

Should your song be selected to be included on the 2009 Music BC Compilation CD, the majority of this information will be included on the traycard and/or liner, so that it can be a quick source of information for music supervisors, label reps, distributing companies, etc. Complete EVERY line!

Artist: _____

Song: _____

Song Length: _____

Beats Per Minute: _____

Album Title: _____

Label Name: _____

Publisher Name: _____

Year Published: _____

Owner of Copyright: _____

Writers: _____

Genre: _____

Sounds Like: _____

Brief Lyrical Content: _____ (ie. "woman dumps man")

Vocalist: Male or Female or both

One-stop licensing? Yes No

Main Contact for licensing, booking, management, etc:

Name: _____

Phone: _____ Email: _____

The applicant(s) by signing below do hereby warrant that the information submitted in this application is correct to the best of their knowledge. ***By signing below, I am also claiming that I am an authorized signing authority for this artist/group. I have also enclosed the signed documents for Mechanical and Master Use Licensing for this use of this song should it be selected, to be included on the promotional 2010 Music BC Compilation CD. I also allow Music BC to include my song on the streaming music site www.musicfrombc.com.***

Signature:

Date signed:

MAKE SURE YOU FILL IN ALL BLANK SPACES ON THIS MASTER USE LICENSE BEFORE SIGNING! IF YOU HAVE ANY QUESTIONS, CONTACT MUSIC BC

MASTER USE LICENSE – MUSIC BC 2010 COMPILATION CD

AGREEMENT made and entered _____, 2009

Between: Owner of masters: _____
Address: _____

("Owner")

And: MUSIC BC INDUSTRY ASSOCIATION #530 – 425 Carrall St, Vancouver, BC V6B 6E3

("Licensee").

WHEREAS:

The Licensee intends to produce a compilation Compact Disk featuring up and coming B.C. artists for presentation at MIDEM 2010 in Cannes, France, CMW, SXSW, WCMA's and to international Canadian Consulates and generally by Music BC Industry Association internationally to the music industry (the "Compilation"), and streaming on musicfrombc.com for licensing promotion, and desires to acquire a master use license for promotional purposes only from the Owner.

THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of \$1.00 Canadian Dollar, now paid by the Licensee to the Owner and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto have agreed as follows:

1. LICENSE GRANTED:

Whereby Owner is the owner of the certain master recording described below (the "Licensed Master"), Owner hereby grants to Licensee a **non-exclusive license** to use the master recording embodying the performances of the artist known professionally as _____ ("Artist") comprising the composition _____ (hereinafter "Composition"), for the purpose of manufacturing compact discs ("Records"). Under this Agreement Licensee is granted the limited right to include the Licensed Master in the following manner:

Maximum units to be manufactured at 3000 CDs, and 1000 Download Cards. Only to be for promotional purposes and not for sale. Primary use is for presentation at the 2010 MIDEM, CMW, SXSW, WCMA's and JUNO Award Events, however copies will be made available to all international Canadian Consulates and to international music industry companies. Song will also be uploaded to Music BC's streaming music site www.musicfrombc.com.

2. RIGHTS GRANTED:

Owner hereby grants to Licensee the following rights subject to the following:

- (a) The right to manufacture a non-exclusive basis, Records containing the performance embodied in the Licensed Master made hereunder.
- (b) The right to use the names, likeness and a biography of Artist in connection with publicizing of Records manufactured therefrom, provided that Licensee shall be bound by any restrictions imposed upon Owner with respect thereto of which Licensee shall have been informed by Owner in writing at the time of signing this Agreement.
- (c) Owner shall notify Licensee in writing at the time of executing this Agreement the Owner of the Composition and any Publishing Company owning any right to the Composition.
- (d) Any rights not specifically granted and set forth in this License are hereby reserved by the Owner.

3. LICENSED TERM:

Licensee shall have the non-exclusive right to manufacture compact discs derived from the Licensed Master for a period of One (1) Year from the date of this Agreement.

4. NET PROCEEDS:

There shall be no proceeds of sale as this is a promotional CD.

5. ACCOUNTING:

There shall be no accounting as this is a promotional CD.

6. CREDIT:

In regards to all manufactured hereunder, Licensee shall include in the label copy of all such records, or on the permanent containers of all such records, printed writer/publisher credit in the form of the name of the writers and the publishers of the copyrighted work as listed below.

7. RIGHTS RETAINED BY OWNER:

Owner will retain all rights in and to the Licensed Master excepts as is granted in this Agreement.

8. RESTRICTIONS: This license does not include any right or authority

- (a) to make changes or alter the Licensed Master.
- (b) make any other use of the Licensed Master not set forth herein.

9. WARRANTIES:

- (a) Owner warrants it is the sole owner of the Licensed Master and hereby have the right to grant the terms of this Agreement. Owner warrants it has been granted the rights in writing from all producers, artists, side artists and musicians for the intellectual property rights associated with the Licensed Master.
- (b) All reproductions made from the Licensed Master embodied in the Compilation together shall be entirely the property of Licensee, free of any claims whatsoever by Owner or any person deriving any rights or interest from Owner or Artist. Such Ownership in the reproductions or sound recording of the Compilation shall not include Ownership in the Licensed Master which is solely owned by Owner. Owner warrants it is the sole owner of the Licensed Master and have been granted all rights associated with the recording of the Composition embodied on the Licensed Master hereby have the right to grant the terms of this Agreement. The songs and performances embodied in the Recordings, and any use thereof by Licensee or its grantees, licensees, or assigns, will not violate or infringe upon the rights of any third party. Owner warrants it has secured all proper licenses for the right to perform and record all or any part of the performances or recording embodied on the Licensed Master for the use of a song or recording appearing in the Licensed Master from a "sample", an "interpolation" or a "replay".

10. ASSIGNMENT:

Licensee shall not have the right to Assign this Agreement without the express written consent of Owner.

11. INDEMNIFICATION:

Both parties indemnify and hold harmless the other party, its officers, agents, employees, attorneys and assignees, from and against any and all claims, damages, liabilities, costs and expenses including but not limited to legal fees, arising out of any breach by the other party of any representation, warranty, term or agreement made or to be performed by this Agreement.

12. MISCELLANEOUS PROVISIONS:

- (a) Any and all actions under the law shall be instituted in a court of competent jurisdiction in the Province of British Columbia and shall be deemed construed according to the laws of the Province of British Columbia.

(b) Owner agrees to issue any such licenses or written agreements to effectuate this Agreement if either is further required by Licensee or by Licensees assignors or licensees.

13. **LICENSING INFORMATION:**

Artist: _____
Song: _____
Song Length: _____
Beats Per Minute: _____
Album Title: _____
Label Name: _____
Publisher Name: _____
Year Published: _____
Owner of Copyright: _____
Writers: _____
Genre: _____
Sounds Like: _____
Brief Lyrical Content: _____

(All above information mandatory)

Agreed and Accepted:

Owner:

(print)

Licensee:
Music BC Industry Association

By: _____
(sign)

By: _____

MAKE SURE YOU FILL IN ALL BLANK SPACES ON THIS MECHANICAL LICENSE & WAIVER BEFORE SIGNING! IF YOU HAVE ANY QUESTIONS, CONTACT MUSIC BC

MECHANICAL LICENSE AND WAIVER

AGREEMENT made and entered into ___ day of _____, 2008 between _____ [name and address] ("Licensor") and **Music BC Industry Association** #530 – 425 Carall Street, Vancouver, BC V6B 6E3 ("Licensee").

WHEREAS:

The Licensee intends to produce a compilation Compact Disc featuring up and coming B.C. artists for presentation at MIDEM 2010 in Cannes, France, CMW, SXSW, JUNO Awards Events, and to international Canadian Consulates and to various international music industry companies (the "Compilation") and desires to acquire a gratis mechanical license from the Licensor in order to release such promotional Compilation;

THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of \$1.00 Canadian Dollars, now paid by the Licensee to the Licensor and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto have agreed as follows:

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

(hereinafter referred to as the "Composition"), and has the right to grant the license herein provided.

2. **LICENSE:** Licensor grants to Licensee the non-exclusive right, privilege and mechanical license, to use the Compositions, in the manufacture compact discs ("Records") throughout the World ("Territory") for a period of One (1) year from the date of this Agreement (the "Term"), for the promotional purposes only and with the following restrictions:

Maximum units to be manufactured at 3000 CDs, and 1000 Download Cards. Only to be for promotional purposes and not for sale. Primary use is for presentation at the 2010 MIDEM conference in Cannes, France, CMW, SXSW, and JUNO Awards Events, however copies will be made available to all international Canadian Consulates and to international music industry companies. Song will also be uploaded to Music BC's streaming music site www.musicfrombc.com.

3. **ROYALTY:** For such records made and distributed, the Licensor agrees to waive any prescribed or statutory mechanical license fees for Compilation manufactured during the Term. The Licensee agrees that Records shall be for promotional purposes only and not for sale.

4. **ACCOUNTING:**

No accounting shall be required as this is a promotional only CD.

5. **CREDIT:** In regards to all records manufactured hereunder, Licensee shall include in the label copy of all such records, or on the permanent containers of all such records, printed writer/publisher credit in the form of the name of the writers and the publishers of the copyrighted work as listed below.

6. **WARRANTY & INDEMNITY:** Licensor indemnifies and hold harmless Licensee, its successors and assigns from any and all loss, damage, cost or expense, including attorney 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.

7. **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.

8. **EFFECTIVE LAW:** This agreement shall be construed in accordance to the laws of the Province of British Columbia.

9. **LICENSING INFORMATION:**

Artist: _____
Song: _____
Song Length: _____
Beats Per Minute: _____
Album Title: _____
Label Name: _____
Publisher Name: _____
Year Published: _____
Owner of Copyright: _____
Writers: _____
Genre: _____
Sounds Like: _____
Brief Lyrical Content: _____

(All above information mandatory)

Agreed and Accepted:

Licensor

Licensee – Music BC Industry Association

By: _____

By: _____