

**MECHANICAL AND MASTER USE LICENSE WAIVER**  
**HEVY D KETTLECORN AND CANWEST GLOBAL PROMOTION**

AGREEMENT made and entered into \_\_\_\_ day of \_\_\_\_, 2010 between

\_\_\_\_\_  
[ (s) name and address] ("Artist")

and **IDA Productions Inc.**, 712 Cavalier Court, Burnaby, BC Canada V1T 9M6  
("Licensee").

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

“ \_\_\_\_\_ ” *[insert name of song]*

(the "Composition"), and the copyright in the master sound recording embodying such Composition (the "Master") and has the right to grant the licenses to Artist's interest herein provided.

2. **LICENSES:**

(a) Artist grants to Licensee the non-exclusive right, privilege and license, to make available on the Hevy D website [www.hevydmusic.com](http://www.hevydmusic.com) and to allow third parties, including third parties designated by Licensee, from time to time without limitation, including purchasers of Hevy D Kettle Corn and Canwest Global customers in all media to download the Composition from the Hevy D website [www.hevydmusic.com](http://www.hevydmusic.com) or such third party hosting site as the Licensee designates (the "Website") for the Term and to make the Composition available for streaming on the Website throughout the World ("Territory"), for the Promotion set out below; and

(b) Artist grants to Licensee the non-exclusive right, privilege and license, to make available on the Hevy D website, [www.hevydmusic.com](http://www.hevydmusic.com) and to allow third parties, including third parties designated by Licensee from time to time (without limitation, including third party purchasers of Hevy D Kettle Corn and Canwest Global customers in all media to download the Master from the Hevy D website [www.hevydmusic.com](http://www.hevydmusic.com) or such third party hosting site as the Licensee designates (the "Website") for the Term and to make the Master available for streaming on the Website throughout the World ("Territory"), for the Promotion set out below; and

(c) Artist grants the Licensee the non-exclusive license to use Artist's or the artist and songwriter's approved name, likeness, biography, pictures and other materials owned and controlled by the Artist on the Licensee's Website and the right to sub-license such rights to third parties designated by Licensee from time to time (without limitation, including Canwest Global) for promotional purposes.

(d) The Website shall include links to Artist's website and to online retailers which sell Artist downloads.

3. **ROYALTY:** As the Promotion is for promotional use and not for sale, the Artist agrees to waive any mechanical and master use license royalties, fees or other payments for any downloads of the Composition and Master from the Website for use in the Promotion.

4. **CREDIT:** Licensee shall provide the Artist with the opportunity to include the name of the writers and the publishers of the Composition and the owners of the Master on the Website.

5. **WARRANTY & INDEMNITY:** Artist indemnifies and holds harmless Licensee, its successors and assigns from any and all loss, damage, cost or expense, including legal 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 express warranties herein contained, or by reason of any adjudication invalidating said mechanical rights or copyright privileges under which this license is granted.

6. **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.

7. **TERM:** This license shall continue in effect for a period of three months from the date of first publication of the Promotion of the Artist to the Hevy D Website or any website designated by Licensee, whichever is the first to occur (the "Term"). The agreement may be extended for consecutive three month periods at the mutual agreement of the parties.

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

9. **LICENSING INFORMATION:**

Artist:

Song Timing:

Album Title:

Release Date:

Label Name:

Songwriters:

10. **PROMOTION:** In this agreement, the "Promotion" means:

- (a) a marketing campaign designed by the Licensee to allow third parties throughout the world to download any of the downloadable tracks available on the Website for free, including the Artist's Composition and copies of the Master; and
- (b) a marketing campaign with Canwest Global in print media and on Canwest Global websites to promote recording artists. Canwest Global newspapers shall include the Artist on part of a two page promotional section of select newspapers, initially The Vancouver Province, which shall include a graphic of the Artist. Readers shall be given the Website details in order to receive their free download.

The Promotion

Agreed and Accepted:

**Licensee:**

By: \_\_\_\_\_

**Artist:**

If individuals:

Signed, Sealed and Delivered	)	
In the presence of:	)	
	)	
_____	)	_____
Witness	)	<i>[sign name]</i>
	)	
_____	)	_____
Address	)	[print name)

Signed, Sealed and Delivered	)	
In the presence of:	)	
	)	
_____	)	_____
Witness	)	<i>[sign name]</i>
	)	
_____	)	_____
Address	)	[print name)

Signed, Sealed and Delivered	)
In the presence of:	)

\_\_\_\_\_) )  
\_\_\_\_\_) )  
Witness \_\_\_\_\_) *[sign name]*

\_\_\_\_\_) )  
Address \_\_\_\_\_) [print name)

Signed, Sealed and Delivered \_\_\_\_\_) )  
In the presence of: \_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
Witness \_\_\_\_\_) *[sign name]*

\_\_\_\_\_) )  
Address \_\_\_\_\_) [print name)

If incorporated company:

Artist

Per: \_\_\_\_\_

Per: \_\_\_\_\_