

PraiseHymn

SOUNDTRACKS

Attn: Dean Newkirk
741 Cool Springs Blvd.
Franklin, TN 37067
www.praisehymn.com
800-746-4688 Phone
615-261-5920 Fax

Custom Master Lease License Procedures

How To Order Tracks:

1. Select the track you wish to record.
2. Fill out the lease agreement completely. If you require a CD(s) for recording, be sure to specify your preferred key(s) and whether or not you desire background vocals. (Please note that some tracks have only one key and that not all tracks may have background vocals available).
3. Please send lease agreement (make copy for your records) and full payment (enclose credit card # and expiration date, check or money order, **payable to Praise Hymn Soundtracks**) to the address indicated above. You may also fax us at 615-261-5920. Lease payments are not refundable. ***This is a pre-payment of lease royalties only, this payment does not cover mechanical royalties which must be paid to (see below) the song's publisher(s).***
4. Questions? Call (800) 746-4688.

How do we ship?

Please allow 7 – 10 business days for processing. If you *require* a CD(s) for recording, the CD soundtrack(s) requested will be sent via UPS Ground to the address listed on the leasing agreement unless noted otherwise. If you *do not require* a CD(s) for recording, the leasing permission paperwork will be sent to you via US Mail after it has been processed.

To have your material shipped overnight delivery the cost is \$25.00 (2nd Day \$15). However, **please note that overnight shipping does not mean you will receive your package overnight it simply means when the order is processed and ready to be sent, it will be shipped overnight.**

License Agreement/Payment Explanation:

When making a custom recording using pre-recorded accompaniment tracks, there are two (2) separate permissions that must be obtained for each song. They are: 1) permission to use the sound recording, through a Custom Master Lease License (THIS LEASE AGREEMENT) and 2) permission to use the song itself, through a Custom Mechanical License.

Custom Master Lease License: Upon receipt of your payment and completed agreement, we will grant usage of Praise Hymn Soundtracks, Praise Hymn Traditional, Modern Worship Songtracks, Sound Performance, Hi-Lo (Plus) or You Can Sing Trax. The license will authorize you to duplicate up to 2,500 copies of your custom recording. The license and lease fee applies only to the lease of the sound track recording.

Custom Mechanical License: You must contact each publisher for each song you plan to record and request a Custom Mechanical License. You should provide the publisher with the following information regarding your custom recording: artists name, project title, release date and number of units to be manufactured and whether or not you will be selling your project. **We do not have publishing information.**

Please note: **you must always obtain permission to record a song in any way.** There is a common misconception that if you are not selling your recording or not making a profit, etc., you do not have to obtain permission to record a song. ***This is not true!*** In some cases, a publisher may grant permission to record without charge, but this should NEVER be assumed.

How do I get the Publisher's contact information so that I can request permission to record their song?

Unfortunately, **we do not have this information.** However, the information below will help you in this process. Please visit the following four web sites to obtain the publisher's contact information:

www.ascap.com www.bmi.com www.sesac.com www.harryfox.com

Each of these organizations represents songs. Collectively they represent all of the songs in the world so one of these sites should contain the publishing contact information you need. Log on to one of the websites above and start by searching for the song title in their database. You may also search for the information by the name of the songwriter(s) or the publishing company name. If you do not find any information regarding the song you are searching for, you must go on to each of the remaining sites.

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CUSTOM MASTER LEASE LICENSE RECORDING AGREEMENT

This Agreement ("Agreement"), made and entered into on this, the ___ day of _____, 20___, by and between Praise Hymn Soundtracks("PHS"), with offices located at 741 Cool Springs Blvd. Franklin, TN 37067 And ("You") _____ located at (**your street address only, no PO Boxes**) _____ shall be as follows;

WHEREAS, PHS is the owner and proprietor of various single-song audio master recordings ("Masters"); and

WHEREAS, You desire to lease from PHS certain of said Masters as indicated herein below in order that You may derive there from second-generation sound recordings for retail sale by You to the public;

NOW, THEREFORE, in consideration of the mutual promises, covenants, warranties and representations contained herein, it is agreed as follows;

1) PHS agrees to lease to You, and You agree to lease from PHS, the following Masters from which You will derive second-generation sound recordings as set forth above;

Indicate below which company you would like to lease from:

Praise Hymn Soundtracks _____

Sound Performance Soundtracks _____

You Can Sing Gospel Trax _____

Hi-Lo (Plus) _____

Modern Worship Songtracks _____

Please **mark only one range** (high, medium, or low) per song
Note* Sound Performance and Modern Worship are only available in the medium range.

| | Product # / | Title | High | Medium | Low | w/BGV's |
|-----|-------------|-------|-------|--------|-------|---------|
| 1) | _____ / | _____ | _____ | _____ | _____ | _____ |
| 2) | _____ / | _____ | _____ | _____ | _____ | _____ |
| 3) | _____ / | _____ | _____ | _____ | _____ | _____ |
| 4) | _____ / | _____ | _____ | _____ | _____ | _____ |
| 5) | _____ / | _____ | _____ | _____ | _____ | _____ |
| 6) | _____ / | _____ | _____ | _____ | _____ | _____ |
| 7) | _____ / | _____ | _____ | _____ | _____ | _____ |
| 8) | _____ / | _____ | _____ | _____ | _____ | _____ |
| 9) | _____ / | _____ | _____ | _____ | _____ | _____ |
| 10) | _____ / | _____ | _____ | _____ | _____ | _____ |

2) You agree to pay PHS \$150.00, in good funds, per Master which You wish to lease. In the event that you use a Praise Hymn Soundtrack CD that you already own, \$140.00 is to be paid. With regards to when the CD will be processed, please allow 7-10 business days* from our receipt of your signed agreement for masters to be sent from Praise Hymn offices. (*Business days are Monday through Friday, excluding national holidays. Our offices are closed the last two weeks of each year.) Once your agreement has been processed, masters are shipped according to the shipping method selected on the last page of this agreement. Once masters have been shipped, if additional keys/masters are needed at a later date, You will be responsible for additional shipping and processing charges.

Therefore, based upon the Masters which You request to lease per Paragraph 1 above, the amount which You must pay to PHS is \$_____. Said payment must be received by PHS in good funds prior to PHS's delivery to You of the Master/s which You request.

3) Upon receipt by PHS from You of this Agreement completed and executed by You, and the payment as set forth in Paragraph 2 above, PHS will send to You at Your address as first set forth above the Masters which You request said Masters: (Indicate below which option you would like)

(Check One) Compact Disc _____ Using CD(s) already own _____

4) You acknowledge that PHS is not necessarily the owner nor the proprietor of the copyrights of the songs contained in the Masters which You request. It is Your sole responsibility to contact any such copyright owners and/or proprietors to obtain permission and/or licenses for Your use and/or exploitation of the works contained in the Masters. You agree to fully and completely indemnify and hold harmless PHS and its employees, agents, and other personnel for any and all damages which may result from Your failure to so properly obtain any and all such permission and/or licenses as required by law.

5) The agreement is deemed made under, and shall be governed by, the laws of the State of Tennessee.

6) The Agreement may not be modified or altered in any way other than by a dated writing signed by all parties hereto.

7) In the event of a breach of the Agreement by any party hereto resulting in the institution of legal proceedings by any party to enforce the Agreement, the prevailing party shall be entitled to collect its costs and expenses, including a reasonable attorney's fee, from the non-prevailing party.

8) Any changes made by You to this agreement once received by PHS may result in additional charges.

9) All funds are non-refundable once masters have been shipped from Praise Hymn.

WITNESS OUR HANDS, on the date first set forth above.

Your Signature Here

SignX _____

Please complete in full and select Best Daytime Number for Contact. Home# _____
 Cell# _____
 Work# _____

Email Address _____

Check which type of shipping you would like:

- UPS Ground (Included if Masters are requested - No extra charge)
- UPS 2nd Day \$15
- UPS Overnight \$25
- Canadian UPS Ground (allow 6 to 10 business days) \$10 (U.S. Dollars)
- Canadian UPS Express (allow 1 to 4 business days) \$40 (U.S. Dollars)
- FedEx International Priority \$40 (U.S. Dollars)

Total Due \$_____ (include shipping fees if applicable)

Credit Card # _____ Exp.Date ____/____

Billing name and address as it appears on Credit Card Statement:

BELOW THIS LINE IS FOR PRAISE HYMN SOUNDTRACKS OFFICE USE ONLY

Leasing Agreement Received ____/____/____ X _____

Product Sent Out To Customer ____/____/____