



Crossroad Publishing
 Div of Crossroad Distributors
 7 Broadway Street
 Woolloongabba Qld
 Australia 4102

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 Email: copyright@crossroad.com.au

CD MECHANICAL LICENCE APPLICATION

APPLICANT'S DETAILS

DATE: _____

CONTACT NAME: _____

ORGANISATION: _____

ADDRESS: _____ P/CODE: _____

PHONE NUMBER: _____ EMAIL: _____

RECORDING DETAILS : *(Please indicate if not applicable)*

TITLE OF RECORDING: _____

ARTIST: _____

CD CATALOGUE NUMBER: _____

QUANTITY BEING MANUFACTURED: _____ NUMBER OF SONGS ON CD: _____

MAXIMUM RETAIL SELLING PRICE: _____

NUMBER OF CROSSROAD WORKS ON RECORDING: _____

WORKS DETAILS

Please provide the full and correct title, author/s and publishers (if known) for each song/s you wish to obtain permission for from Crossroad Distributors.

TITLE: _____

AUTHOR/S: _____

PUBLISHER/S: _____

TITLE: _____

AUTHOR/S: _____

PUBLISHER/S: _____

TITLE: _____

AUTHOR/S: _____

PUBLISHER/S: _____

TITLE: _____

AUTHOR/S: _____

PUBLISHER/S: _____

TERMS AND CONDITIONS OF LICENSING

Where a person is making this application on behalf of another person ('the applicant'), which can include a partnership, corporation or other entity, the person warrants that they have the authority to enter this agreement on behalf of the applicant.

- 1) Subject to the terms and conditions of this agreement, Crossroad grants to the applicant a non-exclusive conditional licence to:
 - a) Reproduce only the Crossroad controlled musical works ('Crossroad Works') which are listed in the Licence into audio only recordings; and
 - b) Manufacture only the quantity of recordings specified in this application form under the heading "QUANTITY BEING MANUFACTURED".
- 2) The grant of the licence is conditional on the applicant:
 - a) Paying Crossroad an administration fee of \$16.50 (including GST if applicable) to be included in the final Tax Invoice
 - b) Not distributing and/or selling any of the recordings prior to the receiving formal written permission
 - c) Paying Crossroad Publishing in Australian dollars in full the royalty specified in clause 5.
 - d) Providing one copy of the recording to Crossroad free of charge**
- 3) On the label of every recording and on the surface of the recording itself (unless this is technically impossible), there shall be reproduced:
 - a) The title of the musical works on the recording;
 - b) The names of composers, lyricists and (if applicable) arranges of those works;
 - c) The copyright owners of those works;
 - d) Including the line 'Administered in Australasia by Crossroad Distributors'.
- 4) The applicant shall not:
 - a) Rent any recording;
 - b) Make any changes to any lyrics without the written permission of Crossroad Distributors.
- 5) Crossroad will supply the applicant with a Tax Invoice that will specify the royalty payable in Australian dollars. The applicant will pay in full the royalty specified in the invoice within fourteen (14) days of the date appearing on that invoice ("the Due Date"). **N.B. Please do not send any money until you have received your invoice from us.**
- 6) Where the applicant decides not to proceed with the manufacture of a recording and has submitted a Manufacture Licence Application form to Crossroad and paid the invoice issued by Crossroad for royalties due, the applicant must promptly notify Crossroad in writing of it's decision. Crossroad will issue a refund only if the royalties paid by the applicant have not been distributed by Crossroad. The decision as to whether a refund will be made is in Crossroad's absolute discretion. Crossroad will not, in any circumstances, refund the \$16.50 (including GST) administration fee paid by the applicant to Crossroad.
- 7) Where the applicant
 - a) Fails to pay the administration fee referred to in clause 2 (a); or
 - b) Fails to pay all royalties owing by the Due Date; or
 - c) Distributes, sells or offers for sale copies of the recording prior to Crossroad receiving payment in full of the administration fee and royalties owing; this agreement is automatically terminated.
- 8) If the applicant breaches any other provision of this agreement, Crossroad may terminate this agreement by giving the applicant 14 days written notice.
- 9) Crossroad warrants that it has the right to grant this licence and in the event of a breach of this warranty, the liability of Crossroad is limited to the consideration paid for the licence.

Date: _____

Signed for and on behalf of the Applicant} _____

Name of person signing this agreement (BLOCK LETTERS)

Position