



Crossroad Publishing
 a Division of Crossroad Dist. P/L
 7 Broadway Street
 WOOLLOONGABBA QLD 4102

Ph: 61 7 3896 8744
 Fax: 61 2 9857 6564
 Email: copyright@crossroad.com.au

DVD SYNCHRONISATION LICENCE APPLICATION

APPLICANT'S DETAILS

DATE: _____

CONTACT NAME: _____

COMPANY/ORGANIZATION: _____

ADDRESS: _____ P/CODE: _____

PHONE NUMBER: _____ EMAIL: _____

RECORDING DETAILS:(INDICATE "N/A" IF NOT APPLICABLE)

TITLE OF DVD: _____

QUANTITY BEING MANUFACTURED: _____ DURATION OF DVD: _____

DURATION OF SONG/S: _____ MAXIMUM RETAIL SELLING PRICE: _____

IF PROMOTIONAL, WHERE/HOW WILL DVD BE USED? _____

TOTAL NUMBER OF SONGS ON DVD: _____ TERRITORY: _____

REQUIRED LICENCE DURATION? _____

USE OF DVD: (please tick) COMMERCIAL PROMOTIONAL
 OTHER (please specify giving as much information as possible): _____

WORKS DETAILS

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

TITLE: _____

AUTHOR/S: _____

PUBLISHER/S: _____

WHO IS PERFORMING THIS SONG ON THE DVD: _____

SONG DURATION: FEATURED: _____ BACKGROUND: _____

TITLE: _____

AUTHOR/S: _____

PUBLISHER/S: _____

WHO IS PERFORMING THIS SONG ON THE DVD: _____

SONG DURATION: FEATURED: _____ BACKGROUND: _____

TITLE: _____

AUTHOR/S: _____

PUBLISHER/S: _____

WHO IS PERFORMING THIS SONG ON THE DVD: _____

SONG DURATION: FEATURED: _____ BACKGROUND: _____

TITLE: _____

AUTHOR/S: _____

PUBLISHER/S: _____

WHO IS PERFORMING THIS SONG ON THE DVD: _____

SONG DURATION: FEATURED: _____ BACKGROUND: _____

TITLE: _____

AUTHOR/S: _____

PUBLISHER/S: _____

WHO IS PERFORMING THIS SONG ON THE DVD: _____

SONG DURATION: FEATURED: _____ BACKGROUND: _____

TERMS AND CONDITIONS OF LICENSING

This agreement governs the grant of a licence only under the following conditions.

- 1) 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.
- 2) 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 DVD only; and
 - b) Manufacture only the quantity of DVDs specified in this application form under the heading "QUANTITY BEING MANUFACTURED".
- 3) The grant of the licence is conditional on the applicant:
 - a) Paying Crossroad an administration fee of \$15.00 (plus GST if applicable) to be included in the final Tax Invoice
 - b) The applicant shall pay a minimum royalty fee of fifteen (15) dollars (plus GST if applicable).
 - c) Not distributing and/or selling any of the DVDs prior to the receiving formal written permission
 - d) Paying Crossroad in full the royalty specified in the invoice in accordance with clause 7.
 - e) **Providing one copy of the DVD to Crossroad free of charge**
- 4) In the closing credits of every DVD and DVD case/box of the DVD itself (unless this is technically impossible), there shall be reproduced:
 - a) The title of the musical works on the DVD;
 - 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'.
- 5) The applicant shall not make any changes to any lyrics without the written permission of Crossroad Distributors.
- 6) Crossroad will supply the applicant with a Tax Invoice that will specify the royalty payable. 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").
- 7) Where the applicant decides not to proceed with the manufacture of the DVD 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 its 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 \$15.00 (plus GST if applicable) administration fee paid by the applicant to Crossroad.
- 8) Where the applicant
 - a) Fails to pay the administration fee referred to in clause 3(a); or
 - b) Fails to pay all royalties owing by the Due Date; or
 - c) Distributes, sells or offers for sale copies of the DVD prior to Crossroad receiving payment in full of the administration fee and royalties owing;this agreement is automatically terminated.
- 9) If the applicant breaches any other provision of this agreement, Crossroad may terminate this agreement by giving the applicant 14 days written notice.
- 10) 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.
- 11) Separate Format Release – e.g. Video and DVD. Where a production is released on different formats, each format is considered to be a separate production and requires separate clearance. Separate royalties and fees must be paid. For example, an Audio DVD Production released on both DVD and video. Please ensure that the format is clearly indicated in the 'Title Of DVD'
- 12) Public Performance or Communication of a Production Music Work. Where a Production Music track is played in public or communicated without any reproduction of the Production Music musical work or sound recording taking place, the user should contact the appropriate Production Music Publisher to obtain licence for the public performance or communication of the sound recording and APRA (the Australasian Performing Right Association Ltd.) to obtain a licence for the public performance and communication of the musical work. In such cases, all licenses must be obtained before the public performance takes place.
- 13) Alteration or Addition of Lyrics to a Production Music work. The adaptation or arrangement of any Production Music recording, or the reproduction of any Production Music recording in association with lyrics other than those approved by the copyright owner is strictly prohibited. You are, however, allowed to edit the tracks and vary the speed as may be required in the making of a production.

Date: _____

Signed for and on behalf of the Applicant} _____