



RELEASE FORM FOR MUSIC SUBMITTED FOR AIR PLAY

This release form authorizes The Mohawk Valley Radio Group, Inc. (MVRG, Inc.) and its subsidiaries, WHMV-LP V97.5FM, WHMVLP.COM, WHMVLP.NET, AND WHMVLP.ORG to use the following submitted sound recording(s) for broadcast. Sound recordings will not be used in whole or in part during any broadcast without express written consent of both the composer & recording artist.

Purpose:

This document confirms the agreement between the Artist & Composer and MVRG, Inc., for use of the named Song(s) or CD Compilation, Band/Artist name, and images associated with Artist/Composer in broadcast publications. Artist(s) consent provides authorization for MVRG, Inc. and its subsidiaries to use any Artist & Composer's images, songs, and lyrics to promote the Artist's & Composer's music in articles, on the air, and on the web at whmvlp.net. This form also authorizes MVRG, Inc. to play selected songs that it chooses both on the air and on our web stream to give our listeners exposure to the Artist & the Composer.

Specifically:

Ownership: The Artist & Composer warrants that the above referenced sound recording and its copyrights belong exclusively to the Artist & Composer, and each knows of no disputes or encumbrances affecting ownership and that the Artist & Composer has the right and authority to make this agreement and believes it to be enforceable. Copyright Owner represents and warrants to the Mohawk Valley Radio Group, Inc.:

(a) that the Copyright Owner has the right and authority to license all rights granted herein, including, but not limited to, copyright and trademark rights; performance rights, musical compositions and sound recording rights. Copyright owner understands and agrees this consent and release further eliminates any external licensing requirements of RIAA, BMI, SESAC, ASCAP, or any other performance rights organizations.

(b) Copyright Owner is not represented by any record label or performance rights organization; is the original creator of the work described herein; has not "covered" or "borrowed" the sound recording or musical composition from another; and has full authority to grant the rights granted herein to the Mohawk Valley Radio Group, Inc. If Copyright Owner is represented by an independent record label, the independent record label owner and/or director must sign this form along with artist.

Use of Recording Release: The Artist & Composer agrees that the sound recording(s) identified below can be used for broadcast release to the general public on radio, television, Internet, or other accessible media for public use and it is expressly understood by all parties that there will be no royalties or other payments provided to the Artist or Composer by MVRG, Inc., associated with the broadcast of this Song/Compilation on the air or through its web stream, nor shall MVRG, Inc., sell or make a profit from the above named Song(s) or CD Compilation.

Use of Name and Images: The Artist & Composer agrees that the name of the Artist & Composer and the name of the Song/Compilation identified above can be used along with any related Song/Compilation or sound collections to identify the source of the Song/Compilation for promotional purposes expressly relating to its use by MVRG, Inc. either on the air or on the station's website. Any images – including album liner photos, trademarks, and publicity photos – or likenesses of the Artist/Composer related to the Song/Compilation identified above can also be used in conjunction with or independently of the Song/Compilation for promotional purposes expressly relating to MVRG, Inc. and radio station, WHMV-LP, to promote the station, a specific program, or the artist/composer as a part of this agreement.

Copyright: Copyright Owner hereby expressly authorizes the Mohawk Valley Radio Group, Inc. to copy to the Mohawk Valley Radio Group, Inc. servers such copies of each of the identified sound recordings and musical compositions to facilitate the efficient transmission of the sound recordings and musical compositions from initiation through to the listener. Copyright Owner further grants the Mohawk Valley Radio Group, Inc. the right to use, transmit and display, in connection with the transmissions authorized herein, the name of the sound recording and the musical compositions embodied therein, the composers, the performers, and, if provided by or on behalf of the Copyright Owner, the logo of the performers, biographical information, album graphics and photographs of the performers.

Remunerations: Neither the Mohawk Valley Radio Group, Inc. nor any of its subsidiaries nor the Copyright Owner shall pay to the other any compensation with respect to the transmissions and reproductions authorized herein, this agreement waives rights to pay (airplay royalties, performance royalties, sound recording licenses, mechanical rights licenses) on a complete and totally non-exclusive basis.

Indemnification: Copyright Owner hereby agrees to indemnify and hold the Mohawk Valley Radio Group, Inc., its officers, directors, employees, agents and assigns, harmless from any fees, penalties, liabilities, claims, losses or damages (including reasonable attorneys' fees) incurred by the Mohawk Valley Radio Group, Inc. as a result of the Mohawk Valley Radio Group, Inc. 's reproduction, transmission, retransmission and/or distribution of the sound recordings and/or musical compositions embodied therein which are identified above in accordance with the terms of this Release Agreement or as a result of all other rights granted to the Mohawk Valley Radio Group, Inc. in connection with such sound recordings, musical compositions, trademarks and other intellectual property in accordance with the terms of this Agreement.

Claims: Any controversy or claim, arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration in the State of New York, in accordance with the commercial rules then prevailing of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

Furthermore, in the case of a listed CD/Tape/Record title, it is understood that all recordings on said CD/Tape/Record are covered under this agreement.

This comprises the entire agreement of the parties. Copyright Owner agrees that the Mohawk Valley Radio Group, Inc. has made no representation or warranties, or offered any inducements for the execution of this consent and release by Copyright Owner, other than those reflected in this document.

Unless otherwise stated below, this agreement is in effect indefinitely or until revoked in writing by either the Artist or the Composer.

Released Songs/Albums/Sound Recordings:

Please be as specific as possible, on the lines below, in describing the recording to be used. If only specific portion of recording is to be used, please specify (ex: Song Name: 1:31-1:43)

	Artist(s) Name(s) Composer(s) & Lyricist(s)	Song Name	Album/CD Title	Genre	Label (if any)	Valid Release Dates
1	1 2 3 4					<input type="checkbox"/> Indefinite or From: To:
2	1 2 3 4					<input type="checkbox"/> Indefinite or From: To:
3	1 2 3 4					<input type="checkbox"/> Indefinite or From: To:
4	1 2 3 4					<input type="checkbox"/> Indefinite or From: To:
5	1 2 3 4					<input type="checkbox"/> Indefinite or From: To:
6	1 2 3 4					<input type="checkbox"/> Indefinite or From: To:
7	1 2 3 4					<input type="checkbox"/> Indefinite or From: To:
8	1 2 3 4					<input type="checkbox"/> Indefinite or From: To:
9	1 2 3 4					<input type="checkbox"/> Indefinite or From: To:
10	1 2 3 4					<input type="checkbox"/> Indefinite or From: To:
11	1 2 3 4					<input type="checkbox"/> Indefinite or From: To:
12	1 2 3 4					<input type="checkbox"/> Indefinite or From: To:

13	1					<input type="checkbox"/> Indefinite or From: To:
	2					
	3					
	4					
14	1					<input type="checkbox"/> Indefinite or From: To:
	2					
	3					
	4					
15	1					<input type="checkbox"/> Indefinite or From: To:
	2					
	3					
	4					
16	1					<input type="checkbox"/> Indefinite or From: To:
	2					
	3					
	4					

Artist Name(s) and/or Authorized Agent (Printed)

YES NO
Are you over the age of 18?

Email

____-____-_____
Phone Number

Signature of Artist and /or Authorized Agent

____/____/_____
Date

As I am under the age of 18, my parent or guardian gives permission below:

Parent or Guardian Name (Printed)

Email

____-____-_____
Phone Number

Street Address

City State Zip

Signature of Parent or Guardian

____/____/_____
Date