

FolkCast

LICENCE AGREEMENT

Part 1

THIS AGREEMENT, between FolkCast ("www.FolkCast.co.uk "), and

(the "Artist/Record Company/Copyright Licence Holder").

WHEREAS, _____
(the "Artist/Record Company/Copyright Licence Holder") has entered into an agreement with FolkCast ("www.FolkCast.co.uk ") authorizing FolkCast to use any or all of works as detailed in PART 2 (Hereinafter called the Licensed Contract)

WHEREAS, _____
(the Artist/Record Company/Copyright Licence Holder) owns or may own certain rights in connection with the Licensed Content.

I _____
(the Artist/Record Company/Copyright Licence Holder) agree as follows:

1. Authorization and Royalty Free License for Podcast.
 - (a) I/We hereby grant to FolkCast, on a world-wide and royalty-free basis, the right to do the following things: (i) to prepare and encode the works detailed in Licensed Contract provided to FolkCast by Me/US, for download, for streaming or download transmission through Podcasts, and to license others to do the same; (ii) to display, copy, reproduce (and to mechanically reproduce each musical composition included in the Licensed Contract), exhibit, perform, distribute and to transmit for streaming or download, any or all of works as detailed in the Licensed Contract through Podcasts, and to license others to do the same; and (iii) to reproduce any or all of works as detailed in the Licensed Contract on the website of FolkCast.
 - (b) I/We grant FolkCast permission, on a non-exclusive, royalty-free and world wide basis, to play the works as detailed in the Licensed Contract on the 'FolkCast' podcast.
2. No Royalties. I understand that I/We will not be entitled to royalties or compensation from 'FolkCast' or any Podcaster for use of the Licensed Content.
3. World-Wide Rights. I understand and agree that the rights granted herein to FolkCast to promote the Licensed Content through Podcaster are world-wide.

4. Limitation of Liability. I/we understand and agree that by this Agreement I/We are permitting FolkCast and Podcasters selected by it to stream and download the Licensed Content as provided for herein. FolkCast will make the Licensed Content available to the Podcasters on the condition that they not use it for any other purpose. FolkCast is also authorized to use the Licensed Content on its website. However, I/We understand and agree that the economic basis of this Agreement does not allow FolkCast to be legally responsible for any piracy of the Licensed Content or any other act or omission by Podcasters or anyone else, or to monitor or supervise Podaster activity. I/We understand that if FolkCast were to assume such legal responsibility, FolkCast would have to charge me/us substantial fees for its services. I/We understand that misuse of digital copies is an inherent risk in permitting others access to such copies.

ACCORDINGLY, (I) IN NO EVENT SHALL FOLKCAST BE REPSONSIBLE TO MONITOR OR SUPERVISE PODCASTER ACTIVITIES AND (II) IF FOLKCAST BECOMES ACTUALLY AWARE THAT A PODCASTER IS OR HAS WRONGFULLY USED THE LICENSED CONTENT, FOLKCAST'S SOLE OBLIGATION TO ME/US SHALL BE TO TERMINATE ITS LICENSE WITH THE OFFENDING PODCASTER, BUT FOLKCAST WILL NOT BE REQUIRED TO RECOVER ANY DIGITAL COPIES PREVIOUSLY DELIVERED TO THE OFFENDING PODCASTER.

IN NO EVENT WILL FOLKCAST OR ITS OWNERS OR EMPLOYEES BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INTELLECTUAL PROPERTY, CONSEQUENTIAL DAMAGES OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN CONNECTION WITH THE MISUSE OF THE LICENSED CONTENT BY A PODCASTER OR ANY OTHER THIRD PARTY, OR ARISING OUT OF OR IN CONNECTION WITH THE SELECTION OF PODCASTERS, EVEN IF FOLKCAST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Notices to PAMRA, PRS, MCPS or similar Organizations. I/we agree at the request of FolkCast that I/We will notify PAMRA, PRS, MCPS or other similar organizations not to bring any enforcement action for use of the Licensed Content by FolkCast as provided herein or by non-commercial Podcasters and not to assert any claim for royalty payments by use of the Licensed Content by Podcasters or FolkCast.
6. Term of Agreement. This Agreement shall remain in effect until the

Agreement between FolkCast
and _____ is cancelled.

Survival. The warranties, representations, obligations and other provisions in this Agreement shall be continuing and shall survive the termination of this Agreement.

Signed Signed

Print Name: Print Name:

Date: Date:

Witnessed Witnessed:

Print Name: Print Name:

Date: Date:

LICENSE CONTRACT AGREEMENT

Part 2

I/We

(the Artist/Record Company/Copyright Licence Holder) hereby give permission in accordance with the Licensing Agreement for the use of the following song/song's/music/album (Herein/Thereafter referred to as "the Licensed Content") for broadcast by FolkCast <http://www.FolkCast.co.uk>:

LICENSED CONTENT

Album:

(Insert Full Title)

Selected Tracks: *(Please list all tracks to be included – if full album, leave blank)*

FADE/EDIT SONG/S
(Tick if appropriate)

Weblink/Contact name/number for Shownotes: <http://>

Email Address:

Signed Signed

Print Name: Print Name:

Date: Date: