

WHIW 101.3 FM Artist's Original Music Consent and Release Form

This form is required if you would like your music played on WHIW-LP 101.3 FM radio station. The undersigned Artist, Band, Recording Company or Copyright Holder(s) of the submitted material ("Copyright Owner") hereby grants WHIW-LP 101.3 FM, an Illinois Company, and its licensees, assigns, and affiliated programs (as defined in section 4 below) collectively ("WHIW-LP 101.3 FM" and their designees") the following authorizations:

1. I hereby grant WHIW-LP 101.3 FM, and their designees, the right to play the music on the radio station, and the right to play excerpts of the music within news and other productions.

Initial: _____

2. Copyright Owner confirms that all artwork, which has been recorded as my own, is in fact owned by me, and that all other works recorded have been authorized by their owner or owners, without financial obligation to me. I hereby give all copyright clearances for the use of these works to WHIW-LP 101.3 FM.

3. Copyright Owner hereby expressly authorizes WHIW-LP 101.3 FM to copy to the WHIW-LP 101.3 FM 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.

4. Copyright Owner understands and expressly agrees that WHIW-LP 101.3 FM authorization includes, but is not limited to, the following partners and associations; WHIW-LP 101.3 FM radio programs, WHIW-LP 101.3 FM website, and related promotional events associated with WHIW-LP 101.3 FM.

Initial: _____

5. Neither WHIW-LP 101.3 FM 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.

6. Copyright Owner represents and warrants to WHIW-LP 101.3 FM:

(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 WHIW-LP 101.3 FM. 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.

Initial: _____

7. Copyright Owner hereby agrees to indemnify and hold WHIW-LP 101.3 FM, its officers, directors, employees, agents and assigns, harmless from any fees, penalties, liabilities, claims, losses or damages (including reasonable attorneys' fees) incurred by WHIW-LP 101.3 FM as a result of WHIW-LP 101.3 FM'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 WHIW-LP 101.3 FM in connection with such sound recordings, musical compositions, trademarks and other intellectual property in accordance with the terms of this Agreement.

8. Copyright Owner further grants WHIW-LP 101.3 FM 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.

9. NEITHER PARTY'S LIABILITY TO THE OTHER ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED \$50. LIABILITIES LIMITED BY THE PRECEDING SENTENCE INCLUDE, WITHOUT LIMITATIONS, OR LIABILITY FOR NEGLIGENCE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN AN AGREEMENT, TORT, STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE DAMAGES WERE FORESEEABLE.

10. I agree that 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 Illinois, 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.

11. This Authorization will be governed in accordance with the internal substantive laws of the United States of America and the State of Illinois, without regard to conflicts of law principles. If there is any dispute about or involving WHIW-LP 101.3 FM and/or this Agreement, you agree to submit to the personal and exclusive jurisdiction of the courts located within McHenry County, Illinois.

12. 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.

13. This comprises the entire agreement of the parties. Copyright Owner agrees that WHIW-LP 101.3 FM 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.

Songs/Albums/Sound Recordings:

Artist Name: _____

Song Title: _____

Album: _____

Artist Name: _____

Song Title: _____

Album: _____

Artist Name: _____

Song Title: _____

Album: _____

Artist or Authorized Agent: _____ Over 18: Y N
(Printed)

E-mail: _____ Phone: _____

Signature of Artist or Agent: _____ Date: _____

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

Name of Parent/Guardian: _____

Address: _____

City/State/Zip: _____

E-mail: _____

Signaute: _____ Date: _____