

## Direct License Agreement



This license allows us to make your music and videos available by use and broadcast on our web sites and other broadcast media outlets. PLEASE NOTE: WE WILL NOT MAKE YOUR MUSIC OR VIDEOS AVAILABLE FOR PROFIT BY COMMERCIAL DOWNLOAD TO END USERS. YOUR MUSIC AND VIDEOS WILL BE STREAMED ON Seattle Wave Radio WEB SITES ONLY AND MAY BE BROADCAST ON OTHER SECURE MEDIA DESCRIBED BELOW.

The purpose of this site is to help people discover YOU and YOUR music. For valuable consideration that you acknowledge, you, the undersigned, agree with Seattle Wave Radio as follows:

1. You grant Seattle Wave Radio ("SWR"), the non-exclusive right and license (but not the obligation), in perpetuity throughout the world, to make available the unlimited public streaming and broadcast use of the musical composition and master recording listed in Exhibit A. And, if applicable, the accompanying video (collectively, your "Materials"), or any part thereof, on SWR Internet web site(s) and on any other non-commercial media outlets, including without limitation, college and/or university radio stations, SWR web site and Educational Institutions' web sites (the "Non-Commercial Media").
2. You represent and warrant that you own or control 100% of the rights in and to your Materials and the rights granted to SWR in this license. However, if you do not own or control any musical composition embodied on a master recording, please do not submit your material.
3. You represent and warrant that you have the right to grant to SWR the rights granted to SWR in this license, you do not require the consent of any third party and that there is no contract with any third party that could in any way interfere with SWR's rights under this license.
4. SWR is the sole owner of all rights (including copyright) in the SWR web site(s) and in this capacity shall have the right to use the Materials in any manner in its sole discretion within the terms of this license, including, but not limited to the right to edit your Materials to accommodate broadcast and broadcast distribution requirements. However, unless we have your prior consent, we will not use your Materials in conjunction with any other material to create a new derivative work.
5. You grant SWR the right, at our election, to mechanically reproduce your Materials for the purposes of this waiver, including without limitation, for compiling your Materials for a pre-programmed radio show to be made available to the Non-Commercial Media and use of your Materials as part of online internet broadcast programs as described above. You also grant SWR the right to use any photos that you have submitted for use on any of the websites mentioned above.
6. You agree to indemnify and hold SWR harmless from and against all claims, demands, loss, liability, damages and expenses (including legal fees and disbursements), including actions for infringement of copyright, any third party claim inconsistent with your representations and warranties or otherwise in connection with our use of your Materials under the terms of this license.

7. The undersigned represents and warrants that they are resident in The United States of America.

8. If you decide at any time that you no longer want SWR to use your Materials pursuant to this license, simply send SWR a written request to the channel music director: Mark Gordon  
mark.seattlwaverradio@gmail.com

By signing below you certify that you do not object to the use of your Materials as part of online internet broadcast programs, such as podcasting, that may be digitally transmitted to a user and intended for 'on demand' streaming or time-shifted playback and/or storage (without the ability to manipulate or otherwise control your Materials embodied in these programs). By accepting the waiver during sign-up, you grant to us SWR an unlimited mechanical copyright license, to the extent required and subject to Section 8. of the mandatory waiver, to reproduce your Materials for these purposes.

AGREED & ACCEPTED:

**SWR Representative:**

Mark Gordon

d/b/a SeattleWaveRadio  
PO BOX 1546  
Bellevue, WA 98009

**ARTIST:**

(name)

(address)

SIGN: \_\_\_\_\_

SIGN: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_