

MECHANICAL AND MASTER USE LICENSE WAIVER
HEVY D KETTLECORN AND POSTMEDIA PROMOTION

AGREEMENT made and entered into ____ day of ____, 2011 between

[(s) name and address] ("Artist") and
IDA Productions Inc., 712 Cavalier Court, Vernon, BC Canada V1T 9M6 ("Licensee").

1. **OWNERSHIP AND COMPOSITIONS:** Artist represents and warrants that Artist is the owner of the copyright in the following musical composition:

“ _____ ” *[insert name of song]*

(the "Composition"), and the copyright in the master sound recording embodying such Composition (the "Master") and has the right to grant the licenses to Artist's interest herein provided.

2. **LICENSES:**

(a) Artist grants to Licensee the non-exclusive right, privilege and license, to make available on the Hevy D website www.hevydmusic.com and to allow third parties, including third parties designated by Licensee, from time to time without limitation, including purchasers of Hevy D Kettle Corn and Postmedia Network Canada Corp. and its subsidiary Postmedia Network Inc. ("Postmedia") customers in all media to download the Composition from the Hevy D website www.hevydmusic.com or such third party hosting site as the Licensee designates (the "Website") for the Term and to make the Composition available for streaming on the Website throughout the Canada ("Territory"), for the Promotion set out below; and

(b) Artist grants to Licensee the non-exclusive right, privilege and license, to make available on the Hevy D website, www.hevydmusic.com and to allow third parties, including third parties designated by Licensee from time to time (without limitation, including third party purchasers of Hevy D Kettle Corn and Postmedia customers in all media to download the Master from the Hevy D website www.hevydmusic.com or such third party hosting site as the Licensee designates (the "Website") for the Term and to make the Master available for streaming on the Website throughout the Territory, for the Promotion set out below; and

(c) Artist grants the Licensee the non-exclusive license to use Artist's or the artist and songwriter's approved name, likeness, biography, pictures and other materials owned and controlled by the Artist on the Licensee's Website and the right to sub-license such rights to third parties designated by Licensee from time to time (without limitation, including Postmedia) for promotional purposes.

(d) The Website shall include links to Artist's website and to online retailers which sell Artist downloads.

3. **ROYALTY:** As the Promotion is for promotional use and not for sale, the Artist agrees to waive any mechanical and master use license royalties, fees or other payments for any downloads of the Composition and Master from the Website for use in the Promotion.

4. **CREDIT:** Licensee shall provide the Artist with the opportunity to include the name of the writers and the publishers of the Composition and the owners of the Master on the Website.

5. **WARRANTY & INDEMNITY:** Artist indemnifies and holds harmless Licensee, its successors and assigns from any and all loss, damage, cost or expense, including legal fees, by reason of any adverse claims by others in and to the subject matter hereof, or by reason of any breach of any of the express warranties herein contained, or by reason of any adjudication invalidating said mechanical rights or copyright privileges under which this license is granted.

6. **ASSIGNMENT:** This agreement is not assignable by either party and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

7. **TERM:** This license shall continue in effect for a period of **six (6) months** from the date of first publication of the Promotion of the Artist to the Hevy D Website or any website designated by Licensee, whichever is the first to occur (the "Term"). The agreement may be extended for consecutive three month periods at the mutual agreement of the parties.

8. **EFFECTIVE LAW:** This agreement shall be construed in accordance to the laws of the Province of British Columbia.

9. **LICENSING INFORMATION:**

Artist:

Song Timing:

Album Title:

Release Date:

Label Name:

Songwriters:

10. **PROMOTION:** In this agreement, the “Promotion” means:

- (a) a marketing campaign designed by the Licensee to allow third parties throughout Canada to download any of the downloadable tracks available on the Website for free, including the Artist’s Composition and copies of the Master; and
- (b) a marketing campaign with Postmedia in print media and on Postmedia owned or controlled websites to promote recording artists. Any and all Postmedia newspapers and websites in Canada may include the Artist on part of a one page promotional section of select newspapers, which shall include a graphic of the Artist. Readers shall be given the Website details in order to receive their free download. Free downloads through Postmedia newspapers and websites shall be limited to 1000 downloads per newspaper. Postmedia shall be authorized to allow third party newspaper groups to participate in the Promotion in cities not carrying Postmedia newspapers.

Agreed and Accepted:

Licensee

By: _____

Artist:

If individuals:

Signed, Sealed and Delivered)
In the presence of:)
)
)
_____)
Witness)
)
_____)
Address)

_____)
[insert name]

Signed, Sealed and Delivered)
In the presence of:)
)
)
_____)
Witness)
)
_____)
Address)

_____)
[insert name]

If incorporated company:

Artist

Per: _____

Per: _____