

Copyright Permissions, Limited Permission License, Compulsory License, and Synchronization License

Copyright © 2008 Jemimah Music, HoptownMusic.com, MonacoSymphony.com, Jemimah.biz. All rights reserved. Reproduction and Distribution are prohibited by international copyright law. Federal law authorizes the F.B.I. to investigate and prosecute copyright infringements.

Table of Contents

Purpose of this Paper -1-
Where to Get a License or Serve a Compulsory License Notice -1-
When a Compulsory License Notice is Required -2-
Definition of Terms Used Herein -2-
You do not need a License for these Uses -3-
You DO NEED a Synchronization License for these Uses -3-
Personal Private Noncommercial Nonbroadcast Recording or Videotape of Funeral or Memorial Service -4-
News Media Covering a Funeral or Memorial Service -4-
When a License is Required -4-
Disclaimers -5-
Warning -5-

Purpose of this Paper

To describe the following for copyrighted material owned or managed by Jemimah Music, HoptownMusic.com, MonacoSymphony.com, Jemimah.biz:

1. When do you need written permission or a license to play or perform or distribute or broadcast our music and songs.
2. The various types of copyright permissions and licenses required to play, perform, broadcast, or synchronize the songs, lyrics, and music published by Jemimah Music, HoptownMusic.com, MonacoSymphony.com, Jemimah.

This document is not a waiver of license requirements nor agreement nor contract to use our songs; and, the terms and conditions outlined herein are subject to change without notice prior to securing a signed written contract between the copyright holder and you (the person desiring a license). This document is for educational and informational purposes only; it is not a contract.

Where to Get a License or Serve a Compulsory License Notice

Without waiving our right to license our songs and music whatsoever, we list herein certain types of personal private use in which we will not require a license to enjoy our songs and music. If in doubt, send a certified letter to:

Copyright Permissions
c/o Jemimah Music
P.O. Box 1467
Lexington, KY 40588-1467

When a Compulsory License Notice is Required

You may serve a “**Compulsory License**” notice (to do a cover record of our songs and music) on the addressee above if your band or singer wishes to record and publish your own version of our original songs and music.

After serving a **compulsory license notice** on us, you are required by law to supply us with **quarterly earnings statements and appropriate royalty payments** until our copyrights expire which probably means the rest of your life or until you pull your version from store shelves (latent sales must also be reported).

Do not serve a compulsory license notice rashly; consult legal counsel because you could be sued for failure to comply fully with all the requirements including quarterly reporting (even if your sales are zero) and appropriate royalty payments. **If you are not good at business details and accounting, and cannot follow through with quarterly reports and parse royalty payments to us for decades, then you should not do covers of other artists’ songs.**

We cannot give you legal advice, but we do answer questions about copyright permissions and license management for the following copyright owners:

- Jemimah Music
- HoptownMusic.com
- MonacoSymphony.com
- Jemimah
- John Fritz
- Travis

We reserve the right to outsource management of copyright licenses and/or to parse it out to various other artist management firms and may forward your request / notice to said artist management firms with our without notice to you.

Definition of Terms Used Herein

“Broadcast” means distribution / performing / playing / and broadcasting a music CD / DVD / song via any medium whatsoever including airwaves, computer, email file attachment, jukebox, karaoke, internet, LAN, computer networks, radio, telephone wires (including but not limited to telephone cable), TV, WAN, webcast, podcast, video web site, other cable, satellite, etc. Broadcasting copyrighted material without authorization of the copyright owner is a federal crime punishable by fines and prison time and damages are recoverable through civil suit.

“Music” and “Song” are used interchangeably herein (in their singular or plural form), each term meaning music and lyrics arranged and performed together.

“Distribute” and “Distribution” are used as derivatives of each other (in their singular or plural form), each term meaning to disseminate music / songs / copyrighted material via hand-to-hand sale, broadcast, computer, web, etc., and any other means of disseminating and circulating CDs and DVDs and their contents (collectively, separately, and severally) commercially or noncommercially. Distributing copyrighted material without authorization of the copyright owner is a federal crime punishable by fines and prison time and damages are recoverable through civil suit.

“Synchronize” and “Synchronization” are defined in the copyright statute and in simple terms mean affixing contemporaneously and simultaneously a song or music to any audiovisual media, commercial performances like theater, and other uses, etc. You need the copyright owner’s permission in the form of a written Synchronization License (under the circumstances described below) to use our songs and music for any use other than private personal enjoyment and listening.

Definitions herein are not intended to act as a waiver of any right established by the copyright law definitions; and, are not restricted to the terms as defined herein if said terms are more broadly construed or defined by statute. Copyright owners listed herein do not relinquish any right established by law.

You do not need a License for these Uses

You do not need any written permission nor do you need a license of any kind to play or perform the song / music CD or DVD if the following conditions exist:

You own a non-pirated copy of the Music CD or DVD **and** your use of same is one of the following:

1. Play or performance of this song for noncommercial **private personal enjoyment**.
2. Play or performance of this song at a **church, funeral, or veterans’ memorial service that will never be broadcast** in any form whatsoever (including but not limited to distribution on CDs/DVDs, broadcast, webcast, etc.).
3. You are an immediate family member of a veteran and you or your agent is **audio-recording or videotaping the funeral or memorial service** of your loved one (or a public memorial service for all veterans) for private personal use that will never be broadcast via any means whatsoever including but not limited to internet video web sites like youtube.com.
4. **You are an agent of the news media** covering a funeral or memorial service or a public memorial service for all veterans at which the song is played or performed and the news media broadcasts or airs **30 seconds or less** of any one song or music in any one news report.

You DO NEED a Synchronization License for these Uses

You must own a non-pirated authorized-distribution copy of the Music CD or DVD and your use of same is one of the following:

1. Commercial performance or airplay of lyrics, audiovisual, or music.
2. You are a singer or band recording a “cover” [your performance] of this song.

Warning: Copyright law requires a singer or band to file a “compulsory license” notice on the copyright holder or publisher (HoptownMusic.com or Jemimah Music) BEFORE making the recording and BEFORE distribution/publication of same AND you must file quarterly financial reports of income/receipts for said recording with the copyright holder or publisher. **Failure to do so is a federal crime and you may be subject to criminal prosecution and civil suit.** The F.B.I. is authorized to investigate and prosecute copyright infringements.

3. Broadcast and distribution of any kind whatsoever including but not limited to: computer, email file attachment, internet, file sharing sites, LAN, radio, TV, webcast, podcast, video web site, airwaves, cable, satellite, WAN, etc.

**Personal Private
Noncommercial
Nonbroadcast
Recording or
Videotape of
Funeral or
Memorial Service**

If you intend to record or videotape a private noncommercial funeral or memorial performance of Greater Love, you have our limited permission to do so without a Synchronization License if you comply with the following terms referred to as our **Limited Permission License** herein:

The purpose of the said recording (videotape or audio) is for private family use that will never be posted on the internet nor broadcast in any media format whatsoever nor sold. Noncommercial use for viewing by families in private homes.

One permanent DVD or other media backup copy may be maintained; two copies of the original may exist contemporaneously and temporarily in serial rotation backup schedules in addition to one original permanent copy on a computer or on a DVD. The family may distribute copies of the DVD containing a performance of Greater Love as long as they do so free of charge to the individual receiving the copy and it is for personal private noncommercial nonbroadcast use in compliance with all the terms and conditions of said Limited Permission License of the original under the limited license provisions stated here provided that the following notice is written on your DVD label: "See Synchronization License terms for this song at: Jemimah.biz."

**News Media
Covering a
Funeral
or Memorial
Service**

News media airplay of this song is also free when the music can be heard in the funeral or memorial service being covered by said news media incidental to airing a report on the said funeral or **when** reporting a memorial service performance of this song and if said news media is airing (broadcasting) **less than 30 seconds of airplay time** of any particular song.

**When a License
is Required**

You Must Obtain a Synchronization License for Certain Uses of this Music:

A Synchronization License is required to use this song for all commercial uses of any kind whatsoever including but not limited to:

- concerts
- commercials (on cable, internet, podcast, radio, satellite, TV, webcast, youtube and all other web video sites, etc.)
- films
- podcasts
- movies
- ring-tones
- theater performances / plays
- videos
- voice-overs
- webcasts
- all other forms and formats of synchronizing music with audio and visual media of any kind whatsoever.

The license fee varies depending upon your projected audience and type of use.

Complete description and terms of a Synchronization License fees and terms are contained in the License itself and are not necessarily included on this web page. See the license for details.

Disclaimers

Offers and descriptions of Synchronization License fees and terms on this web site and elsewhere are **subject to change without notice** until secured in writing and signed by authorized agents of the copyright holder and the licensee. This web site, none of its pages, and this description of our license does not constitute an agreement between the copyright holder and purchaser of the album, CD, nor song. A written signed license is negotiated on a per performance and per broadcast and per air play basis unless stated otherwise in the license.

Complete description and terms of a Synchronization License fees and terms are contained in the License itself and are not included on this web page. See the license for details. Offers and descriptions of Synchronization License fees and terms on this web site and elsewhere are subject to change without notice until secured in writing and signed by authorized agents of the copyright holder and the licensee.

Warning

Copyright law forbids the unauthorized copying and distribution of all copyrighted material like music using any device, including but not limited to the internet.

To be able to continue providing great original music to our customers affordably, we must and will vigorously prosecute all infringements.