



601 West 26th Street, 5th Floor
New York, NY 10001

212-370-5330
212-953-2384 FAX

www.harryfox.com

Dear Music Publisher,

Thank you for your interest in becoming affiliated with The Harry Fox Agency, Inc. (HFA).

Established in 1927 by the National Music Publishers' Association, Inc. (NMPA), HFA is the premier provider of mechanical licensing, collection, distribution and royalty examination services in the music industry. HFA acts as an agent on behalf of its over 30,000 affiliated publishers, safeguarding the rights of both large and small publishers nationwide. HFA also provides collection and monitoring services to its U.S. publisher clients for music distributed and sold in over 95 territories around the world. For licensees, HFA is the primary source for publisher and song ownership information, and facilitates the licensing and royalty payment process.

To become an HFA affiliate publisher, your publishing company must have at least one song available for licensing through HFA, and has to have had at least one song commercially released by a third party within the last twelve months. Proof of this, in the form of a copy of product packaging/liner notes and an existing executed mechanical license, must be provided with the application.

Enclosed in this package is our Publisher Affiliation Agreement, Song Catalog Registration Form, and a W-9 form, each of which must be completed, signed by an authorized representative of your publishing company and returned to HFA in order for you to become an affiliated publisher; as well as an enrollment form for Direct Deposit, which we require so we can expedite your royalty distribution. We have also included a recent issue of HFA Soundcheck, our regular newsletter for our affiliated publishers and licensees, and information about membership with the NMPA, which works to further the interests of music publishers before Congress and in the courts. In completing the enclosed materials, please be sure to follow the instructions noted on page 2 of this package. Also, please note that the affiliation information for your company must match the information provided on the W-9 form.

After you return your initial affiliation materials, we will send to you information on how to notify us of any foreign activities and outstanding mechanical licenses, and participate in shorter-term licensing deals, such as for ringtones and other types of digital music services.

If you have any questions regarding these materials, please do not hesitate to contact our Publisher Services Department at publisherservices@harryfox.com, or 212-834-0100.

We welcome you as an HFA-represented music publisher and look forward to serving your licensing, collection and royalty examination needs.

Sincerely,

Gary L. Churgin
President & CEO
The Harry Fox Agency, Inc.



HFA Publisher Affiliation Instructions

In order to affiliate with HFA, you need to submit the following:

1. Publisher Affiliation Agreement (enclosed) – Complete and return all three pages. Please check to make sure you have:
 - Completed the Publisher Information, including a street address.
 - Specified your HFA Publisher Authorization categories.
 - Indicated your Foreign Mechanical Licensing preferences.
 - Signed and dated the last page.

Note that this folder also contains Licensing Authorization pages; these provide more information on the options in the Publisher Affiliation Agreement. We suggest you retain these forms for your records; you do not need to return these to HFA.

2. Proof of Licensing
To affiliate with HFA, your company must have had at least one song commercially released by a third party within the last twelve months. Please provide a photocopy of the complete product packaging (including liner notes) and a copy of the fully executed mechanical license.
3. Check or Money Order for \$25.00
Your non-refundable application processing fee made out to The Harry Fox Agency, Inc.
4. Song Catalog Registration Form (enclosed)
To affiliate with HFA, your company must have at least one song available for licensing. We suggest that you retain a blank copy in order to submit additional songs in the future.
5. W9 form (enclosed) – Complete and return page one.
Note: The information on this form must match the information on the Publisher Affiliation Agreement.
6. Direct Deposit form (Complete enclosed form and return page one with a voided check or a letter from your banking institution)
Direct deposit for your HFA royalty payments enables us to deliver your royalty distributions quickly and securely.

Please return the HFA affiliation materials to:

Publisher Services Department
The Harry Fox Agency, Inc.
601 West 26th Street, 5th Floor
New York, NY 10001

We suggest that you keep a copy of the completed and signed Affiliation Agreement (including the Authorization pages) for your records.



**THE HARRY FOX AGENCY, INC.
PUBLISHER AFFILIATION AGREEMENT**

Please carefully review the accompanying Authorization pages detailing the various categories of representation offered by The Harry Fox Agency, Inc. Next, complete the Affiliation Agreement form by supplying the requisite contact information and checking yes or no for each category of representation (if you fail to check one or the other we will treat it as a "no"). If you have any questions or believe you are missing an Authorization page for any type of representation listed on this form, please contact our Publisher Services Department at publisherservices@harryfox.com or 212-834-0100. There is a one-time, non-refundable \$25 application processing fee, which must accompany the submission of your affiliation application materials. Please make your check or postal money order payable to The Harry Fox Agency, Inc.

Please be sure to have the Affiliation Agreement signed at the bottom of the third page by someone authorized to act on behalf of the Publisher. The original signed agreement should be mailed with the other affiliation materials including your non-refundable \$25 application processing fee to: Publisher Services Department, The Harry Fox Agency, Inc., 601 West 26th Street, 5th Floor, New York, NY 10001. We suggest that you keep a copy of the completed and signed Affiliation Agreement (including the Authorization pages) for your records.

Publisher name: _____
- Must be the same as on the enclosed W-9 form that you submit with this application.

Name of primary contact: _____ **Phone:** _____

Mailing address: _____ **Fax:** _____

City, state, zip: _____ **Email:** _____

Street address: _____
- We must also have a valid street address where you can receive mail if your company's mailing address is a P.O. Box.

City, state, zip: _____

Specific Publisher Authorization(s)

<u>Category of representation:</u>	<u>Representation authorized:</u>
All Mechanical Licensing:	Yes: ____ No: ____
Online Subscription Services Licensing (RIAA and similar agreements):	Yes: ____ No: ____
Public Broadcasting Licensing:	Yes: ____ No: ____
Audio Home Recording Act:	Yes: ____ No: ____
Electronic Transcription	Yes: ____ No: ____

Please continue to next page

Category of representation:

Representation authorized:

Foreign Mechanical Licensing:

Yes: ____ No: ____

If yes, please select Full Representation or Selected Representation:

Full Representation (all societies listed below):

Yes: ____ No: ____

Selected Representation (specific societies as indicated below):

Yes: ____ No: ____

<i>Society</i>	<i>Territory(ies)</i>	<i>Yes:</i>	<i>No:</i>
ACUM	Israel		
AEPI	Greece		
AMCOS	Australia, Fiji, New Zealand, Pacific Island Territories, Papua New Guinea		
ARTISJUS	Hungary		
AUSTROMECHANA	Austria		
CASH	Hong Kong, Macau		
COMPASS	Rep. of Singapore		
COSCAP	Barbados		
COTT	Trinidad and Tobago		
FILSCAP	Rep. of the Philippines		
GEMA	Bulgaria, Germany, Poland		
HDS	Croatia		
ICS	Rep. of Liberia		
JACAP	Jamaica		
JASRAC	Japan		
KCI	Rep. of Indonesia		
KOMCA	Rep. of Korea		
MACP	Malaysia		
MCPS	Bahamas, Bermuda, British Virgin Islands, India, Ireland (Eire), Kenya, Nigeria, Uganda, United Kingdom, Northern Ireland, Zimbabwe		
MCSC	People's Rep. of China		
MESAM	Turkey		
NCB	Denmark, Estonia, Finland, Iceland, Lithuania, Latvia, Norway, Sweden		
OSA	Czech Rep.		
SABAM	Belgium		
SADAIC	Argentina		
SARRAL	South Africa, Botswana, Lesotho, Swaziland		
SDRM/SACEM	Algeria, Andorra, Benin, Brazzaville, Burkina Faso, Cameroon, Central African Rep., Chad, Congo, Cote d'Ivoire, Dahomey, Djibouti, Egypt, Rep. of France, Gabon, Gambia, Guinea, Lebanon, Luxembourg, Madagascar, Mali, Mauritania, Monaco, Morocco, Niger, Senegal, Togo, Tunisia, Votaique Rep., Zaire		
SGAE	Spain		
SIAE	Italy, San Marino, Vatican City		
SOZA	Slovak Rep.		
SPA	Azores, Madeira, Portugal		
STEMRA	Aruba, Dutch Antilles, Irian Barat, Netherlands, Surinam		
SUISA	Liechtenstein, Switzerland		

Please continue to next page



HFA General Terms of Representation

HFA will issue licenses and act on behalf of the Publisher with respect to all musical compositions of which the Publisher is or may later become copyright proprietor, or is possessed of or may later acquire the authorization to grant such rights. Notwithstanding the foregoing, the Publisher shall at all times have the right, upon prior written notice to HFA, to exclude from its authorization any one or more compositions that the Publisher does not desire to be licensed. Licenses issued by HFA prior to HFA's receipt of any such notice shall remain in effect.

HFA is authorized, on behalf of the Publisher, to collect and receive all payments made under the licenses it issues, and to acknowledge receipt of such payments. It is understood that payments received by HFA on behalf of the Publisher will be distributed as soon as practicable to the Publisher without the payment of any interest thereon. The Publisher shall, however, receive its share of any interest earned on amounts that are deposited by HFA into special interest-bearing accounts pending distribution if distribution is delayed due to conflicting claims relating thereto. The Publisher share of such interest shall be computed in a manner to approach as closely as practicable a pro rata share thereof, and shall be distributed at the same time as the contested funds on which such interest has been earned.

HFA is authorized, on behalf of the Publisher, to exercise any of the Publisher's rights to inspect the books and records of any licensee to which HFA issues a license. In the absence of express instructions to the contrary from the Publisher, HFA is further authorized, in the event of disagreement or dispute with any such licensee, to enter into settlement agreements in HFA's discretion on the Publisher's behalf with such licensee.

For HFA's services rendered pursuant to this authorization, HFA shall have the right to deduct and retain HFA's normal commission applicable from time to time to similar publishers, which shall be equal to a percentage of all payments collected for the Publisher's account(s) under such licenses. Such percentage shall be 6.75% for all categories of licensing currently offered by HFA. A supplementary 1% commission has been added to fund the work of the NMPA on behalf of music publishers in the Copyright Royalty Board proceedings, which will determine the next schedule of mechanical rates. HFA's commission rate shall thereafter be subject to change at any time on at least 30 days written notice from HFA to the Publisher stating the new rate and the date upon which it shall become effective; provided that, if the new rate to be put into effect shall exceed the then-current rate, the effective date thereof shall be at least 90 days after the date of such notice and the Publisher shall have the right, exercisable by written notice to HFA given at least 30 days prior to the stated effective date of such change, to terminate its authorization with respect to any category of licensing subject to the new rate, effective as of such effective date.

Unless terminated according to the preceding paragraph, the Publisher's authorization shall continue for a minimum of one-year from the date that HFA confirms the Publisher's affiliation with HFA and, after the minimum one-year term is completed, the Publisher's authorization shall continue for an indefinite term that is subject to termination of the relationship with respect to any category of licensing by either the Publisher or HFA at the end of any calendar quarter, upon 90 days written notice. Licenses issued by HFA prior to termination of the Publisher's authorization shall not be affected by such termination.

By signing below, and subject to confirmation by The Harry Fox Agency, Inc. ("HFA"), the Publisher authorizes HFA to act as representative for the Publisher (including Publisher's affiliated entities) with respect to each category of representation the Publisher has indicated above, in accordance with HFA's General Terms of Representation and the accompanying Authorization pages.

Signature: _____

Date: _____

Title: _____

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number																								
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

HFA Song Catalog Registration



Please complete the following form and return it to HFA Publisher Services. Please **type or print**; it is important that the form is legible so we can enter your information correctly. Please contact Publisher Services at publisherservices@harryfox.com or 212-834-0100 with any questions you may have.

Publisher Name: _____ Contact Name: _____

Address: _____ City, State, Zip: _____ Phone: _____

E-mail Address: _____ Fax: _____

HFA Use Only	Song Title	Writer(s) First Name Last Name	Publisher(s)	Share Claimed (%)

Mail to: Publisher Services
 The Harry Fox Agency
 601 West 26th Street, 5th Floor
 New York, NY 10001
 Or Fax: (646) 487-6779

Page _____ of _____

Authorized Signature: _____ Date: _____

Direct Deposit Application Instructions

1. Print name of publishing company.
2. Print address of publishing company: street/city/state/zip. Please provide your phone and/or email so we can follow up with you easily.
3. Print name of bank.
4. Print address of bank location: street/city/state/Zip
5. Print telephone number of bank branch for your account.
6. Print your bank account number – the number is usually in the middle of the check (see check example below).
7. Indicate whether account is a checking or savings account.
8. Print the name that appears on account. If the account is a personal account and not in the publishing company's name, please attach a letter of direction authorizing HFA to create a distribution address to match the bank account name and address information.
9. The ABA number is the **nine-digit** number that appears at bottom left of check. (see check example below).

Example:

Publishing Company	Check No. XXX
Street Address	Date _____
City, State Zip Code	
Pay to the Order of _____	\$ _____
_____ Dollars	
Memo _____	Signature _____
:123456789:	:022999-9999999:
ABA Number	Account Number

10. An authorized person from the publishing company must sign the form, and print their name, title and date.
11. Indicate publisher's Tax ID Number, or if an individual, their Social Security number.

If you have any questions or concerns regarding this application please call Publisher Services at 212-834-0100, or email publisherservices@harryfox.com.



601 West 26th Street, 5th Floor
New York, NY 10001

212-370-5330
212-953-2384 FAX

www.harryfox.com

Dear Publisher,

Direct Deposit (also known as Electronic Funds Transfer) for your HFA royalties electronically deposits money into your bank account, usually within 3 business days after transmission from HFA's bank to your bank, so you receive your payments more quickly and securely than paper checks. Within approximately one week of transmission, you will receive a confirmation of the transaction with the corresponding statement(s) for your records. Please note that at this time, we can only offer Direct Deposit for U.S.-based accounts.

Should you choose to accept Direct Deposit as the method of receiving your royalty payments, please have an authorized representative sign below and provide the following information:

- 1. Publisher Name _____
- 2. Publisher Address _____
Phone: _____ Email: _____
- 3. Bank Name _____
- 4. Bank Address _____
- 5. Bank Telephone No. _____
- 6. Bank Account No. _____
- 7. Indicate if this is a checking or savings account:
CHECKING: _____ SAVINGS: _____
- 8. Name On Account _____
** The name on the account must match the publisher name registered with HFA for you to enroll in EFT.*
- 9. ABA Routing No. _____

This authorization to receive funds into Publisher's account electronically will remain in full force and effect until The Harry Fox Agency, Inc. has received written notification from me (or another authorized representative of this Publisher) of its termination in such time and in such manner as to afford The Harry Fox Agency, Inc. and the bank (listed above) a reasonable opportunity to act on it. In the event that an incorrect amount of money should be deposited into my account, I authorize my bank to make the appropriate adjustment.

Approved by: _____

Print Name	Signature
_____	_____
Title	Date
_____	_____

Social Security or Tax ID No. _____

Attach a copy of a voided check, or a letter from your bank with the ABA and account number, and mail to:

Publisher Services
The Harry Fox Agency, Inc.
601 West 26th Street, 5th Floor
New York, NY 10001



Mechanical Licensing Authorization

HFA will issue licenses on behalf of the Publisher for the United States to make and distribute phonorecords of musical compositions. Such licenses will be granted under the compulsory license provision of the United States Copyright Act, as may be in effect from time to time, and the terms of license agreements shall be subject to variation from time to time pursuant to instructions to HFA from the Publisher.

Public Broadcasting Authorization

Pursuant to Section 118 of the United States Copyright Act, HFA will, on the Publisher's behalf, negotiate and agree to voluntary license agreements, as described below, between the Publisher and one or more other copyright owners or proprietors, on the one hand, and one or more public broadcasting entities, on the other.

Such license agreements may authorize such public broadcasting entities to engage in any or all of the following activities with respect to copyrighted musical works:

1. Production of a transmission program, reproduction of copies or phonorecords of such a transmission program, and distribution of such copies or phonorecords, where such production, reproduction and distribution is made by a nonprofit institution or organization solely for the purpose of transmissions made by a noncommercial educational broadcast station; and
2. The making of reproductions by a governmental body or a nonprofit institution of a transmission program simultaneously with its transmission by a noncommercial educational broadcast station.

Such license agreements and the arrangements in connection therewith so negotiated and agreed to may contain the terms and rates of royalty payments and the proportionate division of fees paid among the various copyright owners or proprietors.

In instances where voluntary license agreements are not reached, HFA shall, on the Publishers' behalf, in connection with proceedings before the Librarian of Congress or the United States Copyright Office, including arbitration before a Copyright Royalty Arbitration Panel (CARP), negotiate and agree to terms and rates of royalty payments with copyright owners or proprietors and public broadcasting entities for the uses described above. In this connection, HFA may submit to the Librarian of Congress, United States Copyright Office and/or a CARP, on the Publisher's behalf, proposed licenses covering such uses.

HFA will act on the Publisher's behalf with respect to the uses described above of the Publisher's musical works by public broadcasting entities pursuant to any schedule of rates and terms established through voluntary negotiation or by the United States Copyright Office.



Online Subscription Services Licensing Authorization

HFA will issue licenses on behalf of the Publisher for the use of musical compositions in online subscription music services from servers located in the United States, its territories and possessions.

In October 2001, HFA reached a landmark accord with the Recording Industry Association of America, Inc. (RIAA) that provides a framework for licensing music subscription services to offer on-demand streams and limited downloads on the Internet. Under this agreement, the RIAA agreed that on-demand streaming and limited downloads offered by Internet subscription services require mechanical licenses under the U.S. Copyright Act. The agreement with RIAA paves the way for new online services that will offer legitimate sources of music on the Internet and provide a new source of income for copyright owners.

There is currently no statutory rate in effect for Internet subscription services. In the face of public demand for licensed services, HFA and the RIAA decided to address the licensing issues in two phases – first, settling the issue of the rights to be licensed, and, second, proceeding to resolve the question of royalty rates. The agreement reached with the RIAA in October 2001 is the culmination of the first phase.

The key aspects of the agreement with the RIAA are as follows:

- On-demand streaming and limited downloads offered by Internet subscription services require mechanical licenses and payment of mechanical royalties. On-demand streaming is a real-time digital transmission of a song to a consumer who requests to listen to that song. Limited downloads are downloads that can be played for a limited period of time or number of times.
- The record labels may now take mechanical licenses for Internet subscription services offering on-demand streaming and limited downloads from U.S.-based computer servers. Such licenses will be issued under the compulsory license provisions of the Copyright Act and will cover the entire process involved in offering such transmissions (from the making of server copies through the delivery to the consumer). HFA will issue licenses for a musical work in its entirety if one or more HFA publishers participating in the agreement own or control at least a partial interest in the work.
- The record labels are to pay mechanical royalties on a retroactive basis based on the actual usage of musical works once the royalty rate has been determined. In order to assure that the proper royalty payments are made when the rate is finally set, the record labels will provide detailed quarterly reports regarding usage of musical works. Royalties will be payable in full within 45 days after royalty rates are finally determined, and thereafter on a quarterly basis.

- Section 115 of the Copyright Act provides that compulsory licenses issued to record labels for online delivery of their recordings include not only the right for the labels to distribute their recordings directly but also the right of the labels to authorize third-party Internet services to do so. As a result, the agreement provides that labels may authorize third-party Internet services to distribute their licensed sound recordings online. However, in order to preserve the right of publishers to license directly, the agreement states that music publishers also have the right to license record companies and Internet services directly.
- RIAA has paid an advance on behalf of its member companies as security against payment of future mechanical royalties, even though it is expected that the RIAA member company labels will be capable of meeting their obligations when royalty payments are due. Please note that this advance and any additional advances that may be paid by the RIAA represent a down payment and not the actual mechanical royalties expected to be paid by the record labels once rates are determined, and cannot be distributed until a rate is set.
- HFA will continue to negotiate in good faith to reach agreement on the royalty rates applicable to on-demand streaming and limited downloads. If these negotiations are not successful, the matter will be submitted for arbitration as provided in the Copyright Act.

HFA believes that the agreement with RIAA is in the best interests of publishers because it confirms important rights; provides for prompt payment on a retroactive basis when royalty rates are set (either by industry agreement or by arbitration); establishes a framework for negotiating royalty rates; and responds to public demand for licensed online services that will serve as legitimate alternatives to music piracy on the Internet.

HFA has committed to offer licenses for online services operated by non-RIAA companies under the same licensing framework negotiated with RIAA, subject to payment of an appropriate advance. In addition to the RIAA agreement, a Publisher that authorizes representation in connection with online subscription services will also be authorizing its participation in the similar agreements HFA is entering into with non-RIAA companies.



Foreign Society Authorization

Over the years, HFA has established relationships and entered into agreements with licensing societies in a number of foreign countries. The agreements between HFA and these various foreign societies provide two primary services with respect to catalogs of HFA publishers: the licensing of audio mechanical reproduction rights for recordings manufactured and distributed in the territories covered by the respective societies, and the collection of royalties for the licensing of such rights for distribution to publishers through HFA.

In addition to receiving royalties for foreign audio mechanical reproduction uses, publishers who opt for foreign society representation may realize income for uses that might have gone uncompensated in the past, such as television synchronization payments from producers of foreign programming. Publishers may also have an opportunity benefit from royalties generated by online and other digital uses, as well as from newly created rights. Agreements with foreign societies may cover licensing and collection with respect to U.S.-copyrighted musical compositions contained on recordings imported into the foreign territory from other foreign countries or the United States, and exported from the foreign territory to other foreign countries or the United States. Further, when appropriate, distributions from foreign societies to HFA on behalf of its publishers may include pro rata shares of unidentified funds allocable to catalogs of HFA publishers and royalties for home duplication provided for under local legislation.

HFA has entered into agreements, both formal and informal, with the foreign societies listed in the accompanying Affiliation Agreement. Some of the arrangements with foreign societies are reciprocal, so that HFA will similarly license rights and collect and distribute royalties with respect to foreign musical compositions represented by foreign societies. The Publisher should be aware that from time to time, agreements with foreign societies may expire or be terminated, and agreements with other societies may come into existence. In addition, licensing terms and practices currently in existence may change as a result of new developments.

The rights licensed by foreign societies with respect to recordings manufactured and distributed in foreign territories, or imported from the United States, will be in accordance with license conditions prevailing in their respective territories.

The right to issue licenses for recordings containing United States copyrighted musical compositions manufactured outside the United States and imported into this country for distribution in the United States is controlled by United States publishers. Subject to any contrary instructions from the Publisher, HFA may issue licenses in this circumstance in accordance with the conditions of the mechanical compulsory license provision of the United States Copyright Act. By reason of particular circumstances or its relationship with the relevant foreign society, HFA may, however, authorize the foreign society to issue such licenses.

In the case of MCPS (which represents the United Kingdom and other territories), our reciprocal agreement has been updated to include provisions to facilitate digital licensing on a worldwide basis, in the form of downloads and streams. In addition, the MCPS agreement provides that in some cases, HFA or MCPS will permit certain manufacturers to export product royalty free, provided the manufacturer is paying royalties in the destination territory. As our relationships with foreign societies continue to evolve, we may be pursuing similar agreements with other societies in the future.

The foreign societies charge licensing and collection commissions for their services based on a percentage of the amounts collected. They may also charge a commission for monitoring services regarding recordings manufactured in their territories but exported and licensed by HFA or other societies. These commission percentages vary from country to country, and usually increase when more than one society is involved in the process. The usual range is between 10% and 15%. HFA has attempted to obtain the lowest possible foreign commission rates, and to this end has provided when possible in agreements with foreign societies that no other society dealing with the particular foreign society under similar circumstances will receive more favorable rates without according such rates to HFA publishers; that where more than one foreign society is involved because of the import or export of recordings, the commission rate charged under the agreement with HFA will not exceed the level charged by the society to its own domestic affiliates; and other restrictions designed to limit the level of the commission rates.

Periodic distributions of royalties collected for the licensed uses of musical compositions of HFA publishers, and of related proceeds, are made to HFA by the foreign societies, generally at the time distributions are made to the societies' own domestic affiliates. HFA will charge its usual commission on these receipts and then make appropriate distributions to the respective publishers.

To the extent that HFA or the particular foreign society is made aware that the Publisher has an arrangement with a foreign sub-publisher in a given territory, or operates through a subsidiary or affiliate company in such territory, or has a direct relationship with the foreign society, the Publisher's catalog will be excluded from HFA's arrangements concerning that territory. If the Publisher falls into one of these categories with respect to a particular territory or territories, it should notify HFA in writing to this effect, and at any time in the future when the situation changes, so that HFA is kept advised and can act accordingly.

In addition, if the Publisher for any reason does not wish HFA to continue or commence representation of its catalog in one or more foreign territories, it should notify HFA in writing of this decision. Further, to the extent the Publisher desires such representation but wishes to exclude certain musical compositions or rights from the arrangements with respect to one or more territories, or condition such representation on specific instructions, such information should also be communicated to HFA in writing. Unless and until HFA receives any such notification, it will continue to represent the Publisher in connection with foreign mechanical licensing, collection and distribution matters as described above.

Finally, please note that as there is no reciprocal agreement in place for Canada, you may wish to contact the Canadian rights organization CMRRA directly at 56 Wellesley Street West, Suite 320, Toronto, Ontario N6S 2S4, CANADA.



Audio Home Recording Act Authorization

In 1992, Congress passed the landmark Audio Home Recording Act (AHRA), which amended the U.S. Copyright Law to require electronics manufacturers and importers to pay royalties on consumer digital audio recording devices (hardware) and digital audio recording media (blank recordable tapes and discs) manufactured and distributed in the United States or imported into and distributed in the United States. It also requires digital audio recording devices to contain technical restrictions to block copying of copyrighted music.

In general, the level of required royalty payment under the AHRA is 2% of wholesale price or import value for digital audio recording devices, and 3% of the wholesale price or import value for digital audio recording media. One-third of the royalty payments are allocated to music publishers and songwriters, and this amount is to be split 50-50 between the two groups. The AHRA does not permit these basic allocations to be changed by agreements or understandings among interested parties.

Manufacturers and importers of digital audio recording devices or blank media are required to deposit the specified royalty payments with the U.S. Copyright Office on a quarterly basis. Payments must be accompanied by certified statements of account.

The AHRA specifically authorizes the use of common agents, such as HFA, to file claims, negotiate division of royalty payments and facilitate the distribution of payments to individual beneficiaries. In the event that a dispute arises among music publishers (or their representatives) as to how royalty payments should be divided that cannot be resolved by negotiation, the dispute will be referred to a Copyright Royalty Arbitration Panel (CARP). The CARP is to allocate royalty payments based on the extent to which, during the relevant calendar year, particular musical works were distributed as recordings or disseminated in transmissions (in other words, based on sales and airplay).

In representing the Publisher in connection with the AHRA, HFA may engage in any and all of the following activities:

1. The filing of claims for royalty payments with the Librarian of Congress, United States Copyright Office and/or a CARP, individually or together with the claims of other interested copyright parties;
2. The negotiation of, and agreement to, voluntary proposals for the distribution of royalty payments and the proportionate division thereof;
3. The receipt and distribution of royalty payments authorized to be distributed by the Librarian of Congress, United States Copyright Office and/or a CARP;
4. The selection and engagement of independent certified public accountants and the conduct of any other activities deemed appropriate for verifying the correct payment of royalties by manufacturers and importers, including review of audit results and underlying documentation and the negotiation and conclusion of agreements among interested copyright parties related to dividing the costs of verification audits;
5. The initiation of and/or participation in consultations with, or proceedings before, the Librarian of Congress, United States Copyright Office, United States Commerce Department, a CARP and/or any other United States

agency, tribunal, or official with respect to procedures or regulations for, or controversies with respect to, the collection, distribution, or verification of royalty payments, or the adoption or implementation of serial copying restrictions;

6. The initiation of and/or participation in litigation in court or binding or non-binding arbitration proceedings; and
7. The negotiation and execution of settlement agreements to resolve arbitration proceedings or civil actions, or any disputes relating to matters that are or could be made the subject matter of such arbitration proceedings or civil actions.

As provided under the AHRA, any recoveries or awards from such arbitration proceedings, civil actions, or settlements shall be deposited with the United States Copyright Office for subsequent distribution to interested copyright parties.

Royalty payments authorized to be distributed under the AHRA that are received by HFA on the Publisher's behalf shall be distributed as soon as practicable to the Publisher without the payment of interest, in accordance with the method of division of royalty payments among interested copyright parties determined by HFA. HFA may look to data concerning the extent to which particular musical works were distributed as recordings and disseminated in transmissions (i.e., sales and airplay) in determining how to divide the royalty payments among HFA's publisher clients. The Publisher agrees to accept HFA's decision concerning how much weight, if any, to attach to sales versus airplay in dividing the royalty payments.

Any action taken by HFA with respect to its representation of the Publisher in connection with the AHRA prior to termination of this authorization shall not be affected by such termination and, subsequent to the effective date of such termination, HFA shall continue to have authority to act on the Publisher's behalf with respect to any royalty payments theretofore received by HFA, and any claims theretofore filed by HFA.



Electrical Transcription Licensing Authorization Page

HFA will issue licenses on behalf of the Publisher or Society for the United States for the electrical transcription by any and all means in any and all media, whether now known or hereafter created, including but not limited to for use by radio and background music services (but not including television), of musical compositions. Licenses will be issued by HFA on such terms and for such royalties as HFA shall determine in its discretion, unless otherwise instructed by the Publisher. Licenses issued by HFA prior to HFA's receipt of any such instructions shall not be affected thereby.



Main Office:
101 Constitution Ave. NW
Suite 705 East
Washington DC 20001
(202) 742-4375

Dear Music Publisher,

We are pleased to learn of your interest in joining the leading U.S. trade organization for music publishers, the National Music Publishers' Association (NMPA). Enclosed is a membership application for you to complete and return to us. Only with a large membership that represents the vast majority of the music publishing industry can the NMPA fight the battles of piracy and music licensing.

To become a member, your publishing company must: be actively engaged in the business of music publishing; have been in business for at least one year; have an office in the U.S. Dues are \$100 per calendar year. Once we receive your complete application, it will be submitted for approval at the next meeting of the Board of Directors. Active members receive quarterly legislative updates, and are able to participate in the annual meeting and elections.

Founded in 1917, NMPA's mandate is to protect and advance the interests of music publishers and their songwriter partners in matters relating to the domestic and global protection of music copyrights. This includes internet and physical piracy, music licensing legislation, and rate negotiations.

Our most recent victory was the unanimous verdict of the U.S. Supreme Court against the illegal peer-to-peer services Grokster and Streamcast. This case will be extremely important in defining the playing field for copyright holders in the digital age. The NMPA also participated in the creation and passage of the Copyright Royalty and Distribution Act of 2004. Among its important reforms, it replaces the Copyright Arbitration Royalty Panels (CARPs), which can be expensive and cumbersome, with experienced and knowledgeable judges to streamline the rate setting process.

The NMPA is part of the Copyright Coalition with ASCAP, BMI, RIAA, and MPAA, and consults and strategizes with them on issues of mutual importance, of which there are many. A recent example was the Eldred vs. Ashcroft case, which was an effort to overturn copyright extension legislation. The Coalition had worked long and hard to gain the extension of lifetime +70 (increased from +50), and it was contested up to the U.S. Supreme Court. Through outside counsel, the NMPA submitted briefs to the courts in support of the extension, and the Supreme Court ultimately ruled in favor of the NMPA's position.

The NMPA is also the parent organization of the mechanical rights organization The Harry Fox Agency, Inc. (HFA). While we certainly encourage you to also consider affiliation with HFA, it is not required to become an NMPA member.

For over 85 years, the NMPA has fought on behalf of the U.S. music publishing industry. Active members strengthen the NMPA's position as the American music publisher's voice, and we hope that we can count on you among them.

We look forward to welcoming you as a new NMPA member.

Membership Application



Information:

Please complete all of the following questions:

Company Name: _____ Date Established: _____
(month/day/year)

Contact Person: _____
(person to receive all NMPA communications, including voting information)

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

What is the approximate number of U.S. copyrighted musical compositions owned or administrated by your company?
_____ (Attach a copy of your catalog, or a sample listing of your most important copyright(s))

Is your company affiliated with, subsidiary to, or related to any other organization in the music, entertainment, or communications industries? ___ Y ___ N

If yes, please specify company and relationship: _____

Please note: Each publisher or affiliated group of publishers is treated as one member for purpose of NMPA voting and assessment of dues.

Authorization:

I represent that the above information is true and correct.

Signature: _____

Print Name: _____ Date: _____

Dues:

NMPA Dues are \$100 per year.

Check/Money order enclosed (make payable to NMPA)

Credit Card – Circle One: MC / Visa / Am. Express

Card Number

Expiration Date

Print Card Holder's Name

Authorized Signature

Please return completed application, copy of your catalog/sample list, and dues payment to:

National Music Publishers' Association
New Member Application
101 Constitution Ave. NW
Suite 705 East
Washington DC 20001
Fax: (202) 742-4377

If you have any questions regarding the application,
please call 202-742-4375 or email
membership@nmpa.org.