



AUDIO-VIDEO  
LICENSING  
AGENCY INC.  
85 Mowat Avenue  
Toronto, ON  
M6K 3E3

### **AGREEMENT SUMMARY: AGENCY (AVLA MEMBERSHIP)**

The following is a brief summary of the provisions contained in an AVLA Agency Agreement and is not meant to replace the Agreement. For complete terms and conditions, the full Agreement must be read. It is suggested that the Agreement be read in full and consultation with independent legal counsel be obtained prior to execution.

#### **Grant of Licence:**

AVLA members grant and appoint AVLA as their non-exclusive agent to issue licences to third parties authorizing the copying of sound recordings and the copying and performance of music videos in which they own or control the copyright in Canada ("the Territory"). AVLA is also authorized to administer, collect and distribute royalties from the public performance of sound recordings (Neighbouring Rights), as well as royalties from manufacturers and importers of blank audio recording media (Private Copying Levy).

AVLA members retain all rights, title and interest in their sound recordings and music videos and any related packaging, and to all copies reproduced there from. The rights granted to AVLA do not include any rights of title or ownership to the member's sound recordings and/or music videos.

#### **Term:**

The Agreement is for an indefinite term.

#### **AVLA's Mandate:**

AVLA shall actively solicit and negotiate with persons in the Territory who wish to copy sound recordings and music videos and exhibit or broadcast music videos to the public. No sound recordings or music videos will be available for sale to the public.

Each AVLA member reserves the right to prohibit the licensing by AVLA of any of its sound recordings and music videos at any time upon prior written notice to AVLA. Any such notice shall not affect licences issued by AVLA prior to receipt of such notice unless AVLA is expressly required to make all efforts to cease the reproduction of sound recordings and the reproduction and exhibition of music videos which have been previously licensed.

AVLA shall collect all payments on behalf of each AVLA member made under licences granted by AVLA. Licence fees collected by AVLA will be paid out to its members within thirty days after the end of each fiscal quarter.

#### **Accounting:**

AVLA is authorized by each AVLA member to inspect books, records and documents of any AVLA licensee on their behalf. Each AVLA member has the right, upon prior written notice, to inspect the records and books of AVLA pertaining to its Agreement with AVLA.