

MUSIC LICENSING – dBE MUSIC

How It Works: You sign up on the web site and create an account. You send us your material and we review it to see if it is useable in TV, Film or Advertising. If we can use it, we will try to place it in media using our contacts in the Film and Television industries, our sister website songsforsync.com and various other means. If a song is placed, we split the revenue 50/50. Tada!

Our Mission: dBE.Music's niche is hip, undiscovered independent music. We take a boutique approach when dealing with end-users like music supervisors or movie producers - we provide personal attention to each of their projects. These people are bombarded and overwhelmed with music all the time. We are able to ease their burden by providing music that is clearly appropriate for their project, both in quality of song and recording, and in fit for the scene.

To that end, we review mountains of recordings, but can select and present to them only the very best material. Our success, your success, depends on maintaining that trust.

Step by Step - So here's how things work between you and dBE.Music:

sign up and create an account in which you agree to our Terms of Service (TOS)
pay our small membership fee of \$49.95 per year through PayPal
submit your songs for us to review by using the Submit page and sending a CD or CDR.
when appropriate, we will accept one or more of your songs into our catalog
the catalog, containing your song(s) will be actively solicited to end-users

You must be a songwriter of each song you wish to submit. You do not have to be the sole songwriter - you can have co-writers, so long as they agree to have the song submitted and sign the Co-writer Agreement discussed below. This means that NO managers, publishers, or label representatives can be members or submit songs. If you fall into these categories and wish to have songs considered for placement, please have your songwriter join and submit the material.

Submitting songs is done by entering the names of the songs you are sending into our database and then printing a page to accompany the submission. That way we have a record of who submitted what. Submission must be sent by mail on CD or CDR as the reviewing process requires a physical copy. No MP3s or MP3 CDs should be sent.

You may submit up to 15 songs each year. If you want submit more songs, you can do so with a per song charge of only \$2.00 each. If you want to submit fewer songs, that is your choice, of course, but be aware that unused submissions will not carry forward into the next year.

If we can use a particular song, you will be notified via the web site (when you sign in). In addition an email alert may be sent. You will need to execute some additional paperwork before we can proceed to represent your song. More on this below. The term of the contract is one year, but will only start after you return these completed papers and the status of your song on the web site becomes "in catalogue". You will be able to cancel this contract at any time subject to the TOS.

PLEASE BE SURE TO READ THE TOS COMPLETELY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS.

Song Submission Rules - All songs to be submitted must:

Have Master quality recording
May contain no samples except those from cleared libraries (ie: a commercially licensed keyboard

sampler)

Must have all additional rights holders (co-writers of the song, publishers of the song, labels) clearly identified and agreed to the TOS using the Additional Paperwork below.

Additional Paperwork

Prior to our being able to represent your song(s) to end-users, we will need you to complete 3 pieces of paperwork. You will download the forms from this web site. They are the Sideman Agreement, the Co-writers Agreement, and the Publisher/Label Agreement. On the first, you need to have everyone who performed on the recording and all producers sign that they agree with our TOS (you can give them a copy). They agree that if you get any money from placement, and they are owed any portion, you will pay them that amount. On the second, you need to get any co-writers to sign agreeing with the TOS and specifying their percentage ownership of the song. Co-writers will be paid directly by dBE.Music. The third is for any publishing companies or record labels that may own rights to your song or the recording. An authorized representative of each company must sign agreeing to our TOS and specifying their percentage ownership of the song or recording. They will be paid directly by dBE.Music as well.

You will also need to send a copy of the copyright registration for each song and recording that is accepted by dBE.Music. For those writers in the USA, this should be a Library of Congress Form PA and Form SR (covering both the Song and the Recording). The equivalent documentation from a governmental body will suffice for non US writers. Of course, these must be the filed and returned (ie accepted) forms, not just the application form.

Cancellation

Remember there is Membership to the web site, and there is a contract for each song. You may cancel either at any time. Cancellation of Membership may be done through the web site and will prevent any further dues. Your previous membership fee is non-refundable.

Cancellation of the contract for any song requires written notice to dBE.Music by registered letter and is subject to terms as described in the TOS. Please refer to the TOS for details.

What are the benefits of becoming a dBE.Music member?

Becoming a dBE.Music member allows you to submit songs for potential exposure to TV and Film end-users (Music Supervisors and Film Producers). Since dBE.Music takes a boutique approach to providing music to these end-users, you are assured that your music will stand out, and will receive special attention from the end-user.

What is the review process all about?

Because we take this boutique approach, we have to present only the very best to our end-users. We review mountains of submissions and accept only the finest work into our catalog. This makes sure our end-users take our material, your work, very seriously.

What is the cost of Membership? Why is this being charged?

Membership costs only \$49.95 per year. Membership provides all the benefits of being able to submit up to 15 songs for review each year and all the potential exposure to the TV and Film industries.

How many songs may I submit each year? What if I want to submit more or fewer?

You may submit up to 15 songs each year. If you want submit more songs, you can do so with a per song charge of only \$2.00 each. If you want to submit fewer songs, that is your choice, of course, but be aware that unused submissions will not carry forward into the next year.

May I cancel my Membership?

Yes, you may cancel your member to the dBE.Music site at any time. However, all fees are non-refundable. Cancellation will prevent any subsequent dues from being assessed. Cancellation may be done through your account on this web site.

Song Contract Questions

What rights are involved in the contract? What is the difference between the song and the recording? Why does dBE.Music need to license both rights?

In simple terms, there is a copyright for the song and a separate copyright for the recording of the song. dBE.Music needs to represent both the song and the recording of the song in order to do business with TV, Film and Advertising folks.

How long is the contract for a song?

Each song that is accepted into the dBE.Music catalog will have a one year exclusive contract. This contract will renew annually unless cancelled by you or dBE.Music. You may cancel this contract at any time subject to the terms in the TOS. PLEASE BE SURE YOU READ AND UNDERSTAND THE TOS.

What does it mean that the contract is "exclusive"? Can I still release the song/recording on an album?

Exclusive means that while the contract is ongoing, you give dBE.Music and no one else the right to peddle your song(s) to TV, Film, and Advertising folks. However, this one-on-one relationship is limited to only sound-for-picture uses (like TV, Film, etc.) and to albums that are soundtracks. So, yes, you can release your song/recording on an album as you normally would!

What is the percentage split of any revenue generated by dBE.Music using the song?

dBE.Music and you will share the revenue 50/50%.

What is the Sideman agreement and why do I need it?

The Sideman Agreement is a paper you need to complete and send to dBE.Music prior to dBE.Music being able to represent your song. On it you get every player or producer who was involved in the recording of your song to sign. They are agreeing that if they have any claim to money generated by the recording, they will be paid by you after you have been paid. This protects you, dBE.Music, and the end-user from anyone "popping out of the woodwork" when a song does well and demanding unreasonable compensation. Without this agreement, no end-user would use your song.

What is the Co-writer Agreement and why do I need it?

The Co-writer Agreement is a paper you need to complete and send to dBE.Music prior to dBE.Music being able to represent your song. On it you get every co-writer of the song to sign and specify their address, social security or other tax ID, and percentage ownership. They are agreeing to our TOS just as you have, and that dBE.Music will pay them directly their share of any revenue generated by the use of the song. This protects you, dBE.Music, and the end-user from anyone "popping out of the woodwork" when a song does well and demanding unreasonable compensation. Without this agreement, no end-user would use your song.

What is the Publisher/Label Agreement and why do I need it?

The Publisher/Label Agreement is a paper you need to complete and send to dBE.Music prior to dBE.Music being able to represent your song if there are any publishing companies and/or labels that own part of the song or recording. On it you get an authorized signature from every publishing company and label involved with the song or its recording of the song. You must specify their address, social security or other tax ID, and percentage ownership. They are agreeing to our TOS just as you have, and that dBE.Music will pay them directly their share of any revenue generated by the use of the song. This protects you, dBE.Music, and the end-user from anyone "popping out of the woodwork" when a song does well and demanding unreasonable compensation. Without this agreement, no end-user would use your song.

General Questions

What sets dBE.Music apart from other publishing companies?

dBE.Music takes an altogether different approach to marketing your music than other publishers. First, we are licensing your music - we take no ownership of your copyrights. Subject to the TOS, you are free to do what you will with your music and may cancel our agreement at any time. Second, we take a boutique approach when dealing with music - not everyone who submits will have material suitable for use. This benefits you by allowing us to generate trust with our end-users and assuring you that your music will be taken seriously. Third, compared to many online music sites, our initial costs to you are very low and our submission allowance is very high, so you get the best opportunity to have your music represented at the lowest cost.

Who hears the music we send and submit?

Unlike many of the major online music sites, we don't sign up "industry heavies" to participate in our site. We all know that those busy people do not spend their time randomly reviewing material online. (They have a flunky do it in their account). It is precisely because these folks are so busy that dBE.Music, with its boutique approach, does well.

We have ongoing relationships with MTV, TNT, HBO, Lifetime, and The History Channel networks, as well as Paramount Pictures, Universal Studios, and Black Dog Productions, to name just a few.

How is dBE.Music better than Garage Band and Music Gorilla or any similar music site?

First, these sites focus on bands or performing artists, not on music publishing. Sure they all mention TV and Film placement, but it is not their primary aim or their specialty.

Second, they take an "all comers" approach. It becomes really difficult to find the good stuff on those sites.

Third, many sites try to address the problem of separating the wheat from the chaff using "voting" schemes. However, we all know that voting is notoriously inaccurate, particularly when there are many choices of who to vote for and relatively few voters. Moreover, at least with regard to TV and Film placement, the popularity of a song with the voters is largely irrelevant to whether a song is fit for a particular scene.

dBE.Music takes a totally opposite approach. We know what our end-users need because we ask them, and they tell us because they trust us to get what they need. So we can personally and carefully screen all the submission for what is needed. That means when we push your material, you get taken seriously!

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