



700 North Fairfax Street | Suite 601 | Alexandria, VA 22314  
Phone: (703) 535-8101 | FAX: (703) 535-8105  
[www.aarcroyalties.com](http://www.aarcroyalties.com)

## **SOUND RECORDING COPYRIGHT OWNER AUTHORIZATION LETTER**

Dear Sound Recording Copyright Owner:

The Alliance of Artists and Recording Companies ("AARC") is a non-profit organization that administers domestic hometaping/private copy royalties (Audio Home Recording Act of 1992 - AHRA) and foreign hometaping/private copy and rental/lending royalties for sound recording copyright owners and featured recording artists.

Under AHRA, you ("Sound Recording Copyright Owner") are a potential "interested copyright party" eligible for a share of the hometaping/private copy royalty payments. AARC will represent you before the United States Copyright Royalty Board ("CRB"), or a successor government entity, with regard to AHRA hometaping/private copy royalty payments and render other services described below.

AARC will also represent you in foreign countries in connection with royalties you have earned for the hometaping/private copy and/or rental/lending of your sound recordings in such countries. Such services will include the negotiations with the society or organization designated to administer the royalties in the foreign country, delivery of any required data to the foreign society or organization, collection of such royalties and distribution of them to you.

### Audio Home Recording Act Royalties

In recognition of these services provided to you in connection with AHRA royalties, you agree to authorize AARC to be your sole representative regarding AHRA's sound recording copyright owners' subfund. You agree to grant AARC the right to act on your behalf in connection with any and all activities related to this subfund, including the filing of claims before the CRB, and the initiation or settlement of, and participation in, any proceedings, hearings, litigation, appeals or other actions before the CRB, and any other U.S. agency or court, or with any other claimant, in connection with AHRA

You agree to allow AARC to establish the mechanisms and operating procedures necessary to accurately and efficiently acquire data for purposes of calculating AHRA hometaping/private copy royalty distributions, process claims before the CRB, and distribute hometaping/private copy royalties to you. Additionally, you agree to provide to AARC accurate and timely information regarding your entitlement to hometaping/private copy royalties, such as sound recording titles, release dates and configuration types.



### Foreign Hometaping/Private Copy Royalties

In recognition of the services provided to you in connection with the administration of foreign hometaping/private copy royalties, you agree to authorize AARC represent you, as specified in your completed AARC Royalty Distribution Information form, regarding foreign hometaping/private copy royalties. By authorizing AARC to represent you in connection with foreign hometaping/private copy royalties, you agree to allow AARC to establish the mechanisms and operating procedures necessary to accurately and efficiently acquire data for purposes of calculating hometaping/private copy royalty distribution, represent you before the relevant bodies in foreign countries for any hearings, proceedings, litigation or appeals, and distribute your portion of the hometaping/private copy royalties to you. You agree to grant AARC the right to act on your behalf in connection with any and all activities related to foreign hometaping/private copy royalties. You agree to provide us, where necessary, accurate and timely information regarding your entitlement to these royalties.

### Foreign Sound Recordings Rental/Lending Royalties

In recognition of the services provided to you in connection with the administration of foreign rental and lending royalties, you agree to authorize AARC represent you, as specified in your completed AARC Royalty Distribution Information form, regarding foreign rental/lending royalties. By authorizing AARC to represent you in connection with foreign rental/lending royalties, you agree to allow AARC to establish the mechanisms and operating procedures necessary to accurately and efficiently acquire data for purposes of calculating rental/lending royalty distribution, represent you before the relevant bodies in foreign countries for any hearings, proceedings, litigation or appeals, and distribute your portion of the rental/lending royalties to you. You agree to grant AARC the right to act on your behalf in connection with any and all activities related to foreign rental/lending royalties. You agree to provide us, where necessary, accurate and timely information regarding your entitlement to these royalties.

### Fees

AARC will deduct its administrative expenses from the hometaping/private copy and/or rental/lending royalties it collects. The administrative expenses must be approved by the AARC Board, which consists of an equal number of featured recording artist and sound recording copyright owner representatives. You will have access to AARC records to verify the royalties collected on your behalf.

You hereby grant to AARC the following rights in your share of any domestic and/or foreign hometaping/private copy royalties and/or any foreign rental/lending royalties: If AARC is unable to distribute your share of any royalties (e.g., because you



do not provide necessary information or AARC is unable to locate you at the time a distribution is to be made), AARC shall retain your royalties, and solicit such information or try to locate you, for a period of three years from the date the royalties shall have become payable. At the end of such period, all right, title and interest to such hometaping/private copy and/or rental/lending royalties shall fully and absolutely vest in AARC, which may use the unclaimed funds to distribute to all sound recording copyright owners and to pay expenses as described above, and the sound recording copyright owner will have no further right, title, interest or claim to such royalties.

To authorize AARC to represent you in connection with AHRA, foreign hometaping/private copy royalties, and foreign rental/lending royalties, please sign this Letter Agreement.

Finally, this Letter Agreement will remain in effect until terminated in writing via registered mail upon 60 days' notice by either party provided however, that AARC will continue to be authorized to represent you under the terms of this Letter Agreement with respect to any claims filed or proceedings commenced prior the effective date of termination.

**AGREED BY THE SOUND RECORDING COPYRIGHT OWNER:**

Sound Recording Copyright Owner \_\_\_\_\_  
(Print or Type)

Form Completed By \_\_\_\_\_  
(Printed)

Form Completed By \_\_\_\_\_  
(Signature)

Affiliation with Sound Recording Copyright Owner \_\_\_\_\_  
(Printed)

Telephone \_\_\_\_\_ Date \_\_\_\_\_

**Please mail the originals.**

AARC Membership  
700 N. Fairfax Street  
Suite 601  
Alexandria, VA 22314