

Email this form (signed) to [licenseerelations@soundexchange.com](mailto:licenseerelations@soundexchange.com) to request access to Licensee Direct, SoundExchange's online portal for licensees, or to request changes to your account. If you already have Licensee Direct access, please log in to confirm and certify your minimum fee form online.



**Payments made by check MUST be accompanied by a hard copy of this SIGNED form. Payments may also be submitted online at [licenseedirect.soundexchange.com](http://licenseedirect.soundexchange.com)**

Check here if this is a restatement of a previously submitted Minimum Fee Form for 2019 <input type="checkbox"/>	Name of Company or Station	Initial Streaming Date
URL (web address)		

<b>Contact Information: Please enter the contact information of the representative who should receive an invitation to Licensee Direct and who will be available to answer questions about your service.</b>			
Title	First Name	Last Name	
Street Address		City	
State		Zip Code	
Telephone Number		Email Address	

<b>Minimum Fee Calculation: Each station/channel owes a minimum fee of \$500 per calendar year. (Separate forms are required per station/channel.) See page 2 for due dates.</b>	
2019 Annual Minimum Fee	\$500
Previous Payments for 2019 Liability Enter any amounts previously paid for the 2019 minimum fee	
Current Total Minimum Fee Liability Amount owed to SoundExchange. Subtract previous 2019 payments from 2019 annual minimum fee. If amount is less than 0, please contact SoundExchange.	

<b>Attestation: According to federal regulations, this form must be signed by an owner/officer/partner/agent of the Licensee. For more information about rates and terms for Noncommercial Webcasters, see 37 CFR Part 380 Subparts A and B.</b>	
I, the undersigned owner/officer/partner/agent of the Licensee, have examined this Statement of Account and hereby state that it is true, accurate, and complete to my knowledge after reasonable due diligence and that it fairly represents, in all material respects, the liabilities of the Licensee pursuant to 17 U.S.C. 112(e) and 114 and applicable regulations adopted under those sections.	
Signature	
Printed Name	Date
Position	



### Station/Channel Information

Please select your transmission type (required):

Simulcast from FCC-licensed AM/FM transmission  Internet only

Please indicate whether your service is subscription or nonsubscription:

Nonsubscription Service  Subscription Service

Nonsubscription services do not require listeners to pay or give other consideration to access the stream

A service where users pay or provide other consideration to listen

#### I. DUE DATE FOR ANNUAL MINIMUM FEE

If initial 2019 streaming occurs between January 1 and January 31, 2019, this annual minimum fee form and payment is due by **January 31, 2019**.

If initial 2019 streaming occurs between February 1 and December 31, 2019, this annual minimum fee form and payment is due by **45 days after the end of the month** in which initial 2019 streaming occurs.

#### II. ELIGIBILITY FOR NONCOMMERCIAL WEBCASTER (CRB) RATES AND TERMS

The Licensee identified above hereby declares that it is eligible for the rates and terms for the statutory licenses for the making of ephemeral phonorecords and digital audio transmissions of sound recordings by Noncommercial Webcasters published at 37 CFR Part 380. This eligibility includes the Licensee meeting at least one of the following requirements:

- 1) It is exempt from taxation under section 501 of the Internal Revenue Code of 1986 (26 U.S.C. 501).
- 2) It has applied in good faith to the Internal Revenue Service for such exemption and has a commercially reasonable expectation that such exemption shall be granted, or
- 3) It is operated by a State or possession or any governmental entity or subordinate thereof, or by the United States or District of Columbia, for exclusively public purposes.

NOTE: Notwithstanding the above, a service's eligibility for noncommercial rates is *not* determined by its choice to not include commercials and/or advertising within its programming and/or on its website, or because it does not attempt to generate revenue.

The Licensee also acknowledges that it is required to calculate royalties (submit a monthly Statement of Account) online at <https://licenseedirect.soundexchange.com/accounts/login>, calculating year-to-date liability, within 45 days after the end of each month.

The Licensee further acknowledges that it is required to submit Reports of Use on either a quarterly or monthly basis, as described in the notice and recordkeeping terms. For more information regarding these and other obligations, please visit [www.soundexchange.com/service-provider/](http://www.soundexchange.com/service-provider/).

SoundExchange will not confirm receipt of payments if delivered by mail. If a service requires confirmation of receipt, please use SoundExchange Licensee Direct, registered mail, return receipt requested, or an express/overnight delivery service with tracking ability.

If you have questions, please contact [licenseerelations@soundexchange.com](mailto:licenseerelations@soundexchange.com).

### III. NOTICE

Services that have filed a Notice of Use of Sound Recordings under Statutory License with the Copyright Office are obligated to comply with all requirements of the statutory licenses under Sections 112 and 114 of the Copyright Act. It is the responsibility of each such service to ensure that it is in full compliance with the requirements of the statutory licenses under 17 U.S.C. §§ 112 & 114. SoundExchange is not in a position to determine whether each of the many services that rely on these statutory licenses is eligible for statutory licensing and does not in fact make any such determination. Nor does SoundExchange verify that such services are in full compliance with all applicable requirements of the two statutory licenses. Accordingly, SoundExchange's acceptance of services' payment does not express or imply any acknowledgment that a service is in compliance with the requirements of the statutory licenses or otherwise eligible to rely on the statutory licenses. SoundExchange, its members and other copyright owners reserve all their rights to take enforcement action against a service that is not in compliance with those requirements, regardless of any royalty payments such service may have made to SoundExchange.

### IV. SUBMITTING

If you already have a Licensee Direct Account, and do not need to make any changes from your 2018 form, please log in to Licensee Direct to confirm and certify your 2019 form, and (if desired) submit payment online.

If you do not already have a Licensee Direct account, or need to make changes from your 2018 form, please email this form to [licenseerelations@soundexchange.com](mailto:licenseerelations@soundexchange.com) and request access or the applicable changes. If your service is new you will receive an email invitation to Licensee Direct shortly after receipt of this form. After you gain access to Licensee Direct, or after the changes have been made to your account, please submit your payment online or by mail.

***To pay via check, please mail the check and a hard copy of this form to:***

SoundExchange, Inc.  
P.O. Box 75202  
Baltimore, MD 21275-5202.

***If using a courier or overnight delivery:***

Lockbox Services 75202  
Wells Fargo Bank  
7175 Columbia Gateway Drive  
Attn: SoundExchange, Inc., Lockbox 75202  
Columbia, MD 21046  
Tel.: 1-800-289-3557

Please email [licenseerelations@soundexchange.com](mailto:licenseerelations@soundexchange.com) with any questions