

## Frequently Asked Questions

The following frequently asked questions and corresponding answers were created to provide you with further insight about becoming a member and licensing your music with Rumblefish.

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### 1. What is licensing?

When we say licensing, we mean forming an agreement with one of our customers (e.g. a TV or film producer, video game company, etc.) that allows them to use your music for a fee, where the fee is based upon the use, duration, and distribution of your music.

### 2. What is the Rumblefish Music Licensing Store<sup>sm</sup>?

The Rumblefish Music Licensing Store allows businesses to search our catalog of music, listen to tracks, and purchase song licenses instantly. Over the past few years our clients have continually asked why licensing music wasn't as easy as buying it from iTunes or other online stores; the Music Licensing Store is the answer to that question. It's a simple, easy way for content creators to add high-quality music to their projects at affordable rates.

### 3. Who has Rumblefish licensed music to?

Rumblefish has licensed our Members' music to be used in toys, Hollywood films, TV commercials, video games, podcasts and many other media. Rumblefish clients include the WB network, Fox Sports Net, FX, CBS, HBO, Take Two Interactive, Ubisoft, Red Bull, adidas, Pabst Blue Ribbon, Matchstick Productions, Teton Gravity Research, Nike, Wieden + Kennedy, and many, many more.

### 4. Will I still be able to work with a manager, a label, or another licensing company?

Yes. Our agreement is non-exclusive. There is nothing in our agreement that prevents you from working with other third-party vendors for licensing or other business purposes.

## 5. What is the difference between Rumblefish and a record label or publisher?

A record label or publisher will usually want ownership of some or all of your rights, in addition to sharing in your revenues from sales of CDs or licenses.

At Rumblefish we don't get paid until we license your music, and we will never take ownership of our members' music.

## 6. I'm sold on licensing—Why Rumblefish?

Over the past 10 years we've built a network of clients and customers who trust us and count on the services we provide. With the Music Licensing Store and the industry-first licenses we've developed we have a track record of innovation in the licensing field. We're an independent company made up of music lovers who are committed to building a music industry that is fair to working artists and makes it easy for businesses to access quality music at a reasonable price.

## 7. How do I get paid?

You will be paid 50% of gross licensing fees that we secure for the use of your music. We send payments and statements to the "Music Representative" quarterly (4 times per year).

### License fees that Rumblefish collects in:

- **January - March:** will appear on your May royalty statement
- **April - June:** will appear on your August royalty statement
- **July - September:** will appear on your November royalty statement
- **October - December:** will appear on your February royalty statement

## 8. Do I have to pay any membership fees to become a member of Rumblefish?

No.

## 9. How long does the agreement last?

The term is for one year with successive one-year terms. After the first year you can terminate the agreement for any reason with a 90 day written notice. The agreement will terminate at the end of the 90-day notice period.

## 10. Will you ask my permission before you license my music?

No. One of the great benefits of Rumblefish—and a huge reason why our customers keep licensing music from us—is that we can grant licenses instantly. This gives us (and you) a competitive advantage over other music companies who need to track down rights-holders for every potential license.

### **11. Sometimes I use samples in my songs or I cover a song, is that okay?**

No. We cannot accept any songs that are covers, or that contain samples, quotes, or contain any part of another’s copyrighted work.

Please review your musical works and make sure they do not contain any samples and are not covers. Failure to do so can result in messy legal disputes.

### **12. What if my cover song is in the Public Domain?**

Only if you’re certain the song is in the Public Domain can we accept it. If this is the case, please include why the particular composition is in the Public domain when you submit your content. If you are unsure about a song leave it off the agreement. If you sample any part of another’s master recording we cannot accept your song even if the original composition is in the public domain.

### **13. What am I signing?**

The agreement is a legal way of saying that you give Rumblefish the **non-exclusive** right to license your music on your behalf.

### **14. Who needs to sign the agreement?**

**Every person** who holds rights to any of the songs listed in Appendix B **must sign** the agreement. “Rights” and “rights holder(s)” have very specific meanings and refer to any person or company who may have a claim to the copyright of your composition or master recording—co-writers, your record company or your publishing company may all hold rights to a composition or master recording of that composition. If you are not sure about the rights holder(s) of your music or are unfamiliar with music copyright, we highly suggest you get educated before entering into any licensing agreements.

### **15. Who is the Music Representative and why are they important?**

The Music Representative is the individual or entity with whom Rumblefish will work on behalf of the rights holder(s). The Music Representative will basically be the liaison between the artist or band and Rumblefish.

### **16. Can the Music Representative be my company or label?**

Yes. But the agreement needs to be between Rumblefish and that entity.

### **17. Why does my balance need to reach \$10.00 before you pay royalties?**

Rumblefish incurs expenses when processing and paying royalties; the \$10.00 minimum balance helps us decrease those expenses.

### **18. Why do I need to fill out IRS form W9? Who should complete and sign this form?**

All designated payees, including the Music Representative, will need to complete and sign this form. We use the information on this form to provide the payees a 1099-MISC form.

If you choose to have the Music Representative be your business entity, please complete the W9 for your business.

### **19. Do the Music Representative and other payees need to pay taxes on royalties paid by Rumblefish?**

Yes. If the Music Representative is an individual, Rumblefish will provide him/her an IRS form 1099-MISC at the end of each calendar year. This form will show the Music Representative the total amount of royalties paid to him/her for the previous year. Rumblefish also provides a copy of this form to the IRS. It is advised that the Music Representative notify the IRS of these royalties on his/her tax return. The same applies to all other payees.

If the Music Representative is your company, follow the normal tax guidelines for reporting revenue paid to your entity.

### **20. What if I am not a citizen of the United States, can I still work with Rumblefish?**

Yes. Instead of completing a W9 you will need to complete IRS form W-8 BEN. You can find this form at [www.irs.gov](http://www.irs.gov)

### **21. What if my songs don't have names?**

Please give your songs names.

### **22. What if my songs aren't on an album?**

Songs don't need to be commercially released or distributed to be licensed by Rumblefish. If your collection of songs doesn't come from an album or your album doesn't have a name, use "singles" or make up an album name for Appendix B.

### **23. How should I send my music?**

We accept songs in AIFF or WAV format delivered on CD. Please make sure songs are in the same order as listed in Appendix B.

### **24. Should I register with a Performing Rights Organization (ASCAP, BMI, SESAC, etc.)?**

It is not required that you are registered with a PRO to become a member of Rumblefish, but we advise that you do so. Visit the PRO websites for more information and to obtain the necessary forms.

Some of our clients will use the publisher/PRO information provided in Appendix A (Artists Rights Holders) to fill out cue sheets or credits for their project. If you don't have a publisher, don't worry, that's why this information is optional. If you register with a PRO after becoming a member of Rumblefish or you change your PRO please send your updated information to [members@rumblefish.com](mailto:members@rumblefish.com).

## 25. Why do I need to add metadata to my songs?

The information and keywords you associate with your songs is how people will be able to find your music. **We cannot stress enough how important song metadata is.** Please take the time to keyword and describe your songs accurately. This will ensure that those looking for music will be able to find the perfect song! This is such an important step that your music will not be put online with out the required amount of metadata. Deeper and more specific metadata will put you ahead of others.

## 26. How long will it take for my accepted music to be available on the Music Licensing Store?

We review all submissions as quickly as possible, but cannot guarantee a timeframe for any submission. The amount of time between acceptance and having your songs live on the Music Licensing Store is dependant on when you complete the Submission Manage process and send us the completed contract. After we receive that, we will work to get your music online as quickly as possible. **Your patience is appreciated.**

## 27. I am ready to sign the agreement, how do I fill it out?

Your agreement will auto-populate with the information you enter in the submission manager. When you are done entering in your contact, payee, rights holders and song info, the corresponding pages will be filled in on the contract and will be emailed to you. You can then print it out, sign, and send it in to Rumblefish. Please make sure the following pages are filled in correctly:

- **Page 2:** The Music Representative needs to sign and date this page.
- **Page 3:** All additional payees must fill out their contact info, sign, and each are required to required to send in a W-9 form (W-8BEN if not from the United States).
- **Page 7 (Appendix A):** This page should auto-populate with the information you entered in the Submission Manager. Every person who has rights to any of the songs listed in Appendix B needs to sign, including the Music Representative if s/he has rights to any of the songs
- **Page 8-9 (Appendix B):** This page should auto-populate with the information you entered in the Submission Manager. Please make sure that all information is correct. **Remember, we cannot accept songs with samples, cover songs or songs with any part of another's copyrighted work.**

## 28. What is the submission process?

The submission process is as follows:

- Download the one sheet from the Music Licensing Store website
- Fill it out and send it in with your clearly labeled, track-listed AIFF or WAV file formatted CD, or Audio CD (no data discs) to:  
**Rumblefish - Catalog**  
**107 SE Washington St., Suite 730**  
**Portland, OR 97214**  
**USA, Earth**
- If we accept your music, you will receive an email notification that includes a login for our online Submission Manager. If we do not accept your music, you will also be notified.
- In the Submission Manager you will be able to enter in all contact, artist, album and song info and metadata for the songs you submitted.
- After you have completed that process, click the “Done, generate contract” button. A Music Licensing Rep Agreement contract will be generated and emailed to the Music Representative.
- Print out the contract and have all involved parties sign it (Music Representative, Rights Holders, and Payees). Please review the contract to make sure everything is correct.
- Send the completed contract and tax documentation (specified below) to Rumblefish. We will then make your songs live on the Music Licensing Store.