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What's Up with MXSups?

Interviews with the Purveyors of Cool

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I've just finished watching my favorite nighttime drama *Grey's Anatomy*¹ and am again astounded by the amount of amazingly cool independent music placed in the show. *Anyone's Ghost* by The National, *Abducted* by Cults, *Chameleon/Comedian* by Kathleen Edwards, *Hit It* by Miss Li, and *Echoes* by Mostar Diving Club.² My husband and I are rabid fans of indie music and consider ourselves tastemakers in locating barely broken indie artists on sites such as www.gorillavsbear.net,³ www.newdust.com,⁴ www.stereogum.com,⁵ or www.indierockcafe.com,⁶ but I have to say I am continually blown away by the selections music supervisors make in today's hit television shows.

Week after week these women seem to have the uncanny knack for selecting überhip, underground artists barely breaking the film of the jellied mass of independent music consciousness. Women like Alexandra Patsavas of Chop Shop Music⁷ known for her work on *Grey's Anatomy*,⁸ Andrea von Foerster of Firestarter Music⁹ known for her work on *Modern Family*,¹⁰ and Lindsay Wolfington of Lone Wolf,¹¹ known for her work on *One Tree Hill*¹² are not only outstanding entrepreneurs, they are purveyors of musical cool. How did they get to this coveted position—doling out delicious and delectable delights of divinely inspired discs?

I was lucky enough to interview several of these women and delve into the minds of these modern day musical mavens. These ladies know how to get their work done with finesse, and I wanted to share their expertise with those of us peeking in from outside the frosted glass.

MXSup is the slang industry term for Music Supervisor, a person who finds and licenses music for media vehicles such as films, television, video games, or advertisements. Music supervision began as early as the turn of the twentieth century when silent films were all the rage. At that time, organists accompanied the film and the supervisor indicated at various places on the score where traditional or classical themes were to be played. Today, music supervisors select music for critical points in film soundtracks to increase the drama of the content on the screen. Think about it, where would the movie *Jaws* be without its critical musical theme

“ba-dump, ba-dump, ba-dump...ahhhhhhhhhhhh!!!.” The music leads the audience members down the rosy path and heightens their anticipation (and fear) before the critical action takes place. What would the shower scene be in *Psycho* without the stabbing violins? *Rocky*, without the theme song as he climbs the stairs in Philadelphia while preparing for the fight of his life? Most importantly, how would we know the villain is going to appear in *Star Wars* without the “dum dum dum-dum, dum, dum-dum dum-dum dum-dum?”

Music supervision licensing requires clearing two “sides” of the copyright (the recording, and the underlying composition). Although, a legal background is not a prerequisite for doing this work, it is necessary that one understand the rights of intellectual property holders and the terms of their copyrights. Music supervision and licensing is often a long process that takes careful consideration and attention to detail. An interview with Lindsay Wolfington,¹³ music supervisor for *One Tree Hill* and the *Ghost Whisperer* outlined the following steps for clearing a license.

1. She begins licensing after the spotting session. A spotting session is when the music supervisor along with the producer, director, music producer (who generally picks the music), and music editor go through the script and highlight areas that require music,¹⁴ e.g., in the script you may see Jim driving to Malibu to find his ex-girlfriend. On the radio he hears a song that reminds him of her. This song coming from a *source* (i.e., the radio) must be integrated into the scene with a synchronization license. She begins licensing at this time because the picture is now “locked” to the music in a final version—and thus she only has to do her paperwork once.
2. Next, she sends out the quote request to see if the publishers are willing to agree to the rate she suggests. She often places a signature line there for immediate and clear approval of the quote.
3. The publisher sends back the credit information indicating what percentage it controls and if it will agree to the rate.
4. She then sends back a confirmation agreement saying, “This is what we agreed on...” (it specifies the *Grant Of*

Rights, The Term, The Fee, and Contact Information), for payment. Many times this confirmation ends up as the final synchronization license with the final signature.

I interviewed Cindy Badell-Slaughter,¹⁵ CEO of Heavy Hitters Music, a contemporary music library that has placed music for the television shows *CSI: NY* and *True Blood* among many others. She has an extensive process that outlines thirteen steps to clearing a license. Either way, it is a detailed process that requires the music supervisor to be very organized.

In both processes, the first person to contact is the publisher who holds the rights to the Performing Arts (PA) Copyright, which is the ownership of the music and the lyrics. Generally, this is done through a synchronization license, as the music property will be “synched” to the picture property. If a single company holds the property, one can write a combination request letter as follows. In the Sample License Request,¹⁶ the terms are outlined, requested, negotiated, and approved before the final contract is drawn up.

SAMPLE LICENSE REQUEST

Your Name

Your Company's Name

Your Company's Address

Your Phone Number

Your Email Address

REF: Master & Composition Synchronization Request for “Movie Title”

Dear OWNER,

The below referenced master recording and composition is in consideration for use in a PRODUCTION CO. NAME film entitled “NAME OF FILM.” The terms for the possible use in the production are as follows:

PROJECT: “TITLE OF FILM/PROJECT” is a romantic comedy that will be featured at U.S.A. film festivals. The film is relatively low budget with no theatrical release scheduled.

SYNOPSIS: Can a university computer scientist make a woman fall in love with his interactive computer before she succumbs to a well-known professor of love? In this comedy, the computer scientist gets caught up in this competition for love, has to disguise himself as a French character to remain incognito,

and finds himself falling in love with the subject of the test. Basically, a light hearted and fun “boy meets girl, boy loses girl, boy gets girl,” beating both the computer as well as his human competition for her love (Brad Hatfield, “Alchemy Sync License Request,” Berklee Music, 2011).

SONG: SONG TITLE

PERFORMED BY

SONGWRITER (Performing Rights Organization)

PUBLISHER

[Please provide complete credit information with your approval – This is important in case you have misspelled something or the publisher names have changed.]

USAGE: Visual Vocal

[Determine if it is background, visual vocal, etc. and describe the usage of the music in the scene, e.g., the human competition tries to woo the subject of the test while dancing at the wedding. A live band at the wedding will appear to be playing and singing the requested song. One will pay more for a visual vocal that is central to the action than if the music is just a part of the background and is only an instrumental. This may also include number of usages within the film.]

TIMING: Up to 1 minute 50 seconds

[Important to state this specifically in seconds as longer or shorter takes will determine the value/cost of the license. The value of the music is usually weighted based on several key items. A publisher will give more value to a song that has had more commercial value; if it was in the top ten of the *Billboard* charts, or if it won a Grammy it would be more valuable. If the song or artist is highly recognizable or if the song has garnered high fees in the past for placement in other films it would be more valuable. Finally, if the music were integral to the scene (e.g., you can’t tell the story without the music such that the character is singing a song he wrote and it is used to further the story line) it would make the song more valuable. Think where would the film *Titanic* be with out the theme song *My Heart Will Go On* by James Horner and Wilbur Jennings?]

RIGHTS:	<p>Film Festival</p> <p>[This is also known as TYPE OF MEDIA. It outlines how the property will be used, e.g., film festivals, DVD, theatrical release.]</p>
TERRITORY:	<p>United States of America.</p> <p>[This explains where the property will be distributed. If a foreign release is an option, it will be outlined here and then included in the synchronization license as an option.]</p>
TERM:	<p>1 year</p> <p>[The term determines how long the license will last. If this were a theatrical release rather than a film festival, such as outlined in the option, the normative term would be in perpetuity as the music will need to stay “married” (embedded) in the film permanently. The only exception to this may be if the music would be licensed for U.S. release (domestic) but not for worldwide release. In that case, additional music may be substituted for the foreign release due to excessive costs in procuring the license for international release and that would be outlined in the option.]</p>
FEE:	<p>\$500 per side \$1,000 all in.</p> <p>[Per side pertains to each owner of the rights. \$500 per side means that the master owner will receive \$500 and the publisher will also receive \$500 for the usage. When one is just beginning negotiations, one may come across a party that returns the license with the terms as “MFN” or Most Favored Nations. MFN indicates that the publisher will not accept any fee less than any other publisher or record label is receiving on the film. If all the parties have agreed to MFN then everyone will be paid the same as the party who has negotiated the highest fee for the license. Unlike the United States statutory rate for mechanical licenses, there is no standard rate for synchronization licenses. The terms must be negotiated based on the value of the property. The MFN clauses is used to make sure that everyone is paid the same, or at the very least, if someone else negotiates a higher fee, all companies will receive that higher rate.]</p>
OPTION:	<p>All media now known or hereafter devised (including in-context promos for the scope of use granted herein only) excluding theatrical/worldwide/perpetuity. \$2,000 all in for master and publishing.</p>

[This of course means that if the property is released via DVD the only other payment the owners will receive will be \$1,000 a side. Sometimes within this contract section, the NUMBER OF COPIES will be specified along with the WHOLESALE and RETAIL PRICE.)

[The request usually ends with the words, “reserve the right NOT to use the music,” if the director edits it out—so that one does not have to pay for music that isn’t used.

The terms “your approval of these terms does not guarantee inclusion in the production,” and “we reserve the right not to issue a license on the terms proposed even if we receive your consent to do so,” are also seen in these contracts. In some instances, licensees request licenses that they do not ultimately need.]

To approve this use, please reply via email as soon as possible. If you have any questions or would like to discuss, please do not hesitate to email me at myname@coolnet.com or call me at (818) 555.5555. I look forward to receiving your response.

Your name,
Your company

Once the request has been approved, the formal synchronization license contract will be created. I recommend having an attorney draft your first synch license to ensure its legality. If you are just starting out try Volunteer Lawyers for the Arts at www.vlany.org/legalservices/vladirectory.php.¹⁷

For all final Synchronization Licenses, the following contract terms are a standard part of what will be negotiated.¹⁸

GRANT OF RIGHTS: The Licensor (entity that owns the music) grants to Licensee (company that will use the music in a production) the right to synchronize the music to the film.

TYPE OF MEDIA: Cable, Television, DVD, Network, Broadcast, Internet, etc. The Licensor grants to licensee the right to perform the musical work within the exhibition of the video work.

TERRITORY: Where the product will be distributed (for example, the U.S. and Canada, or Worldwide).

FOREIGN PRO: How payment of performance fees through the foreign Performing Rights Societies (PROs) will be made.

FEE: How much the publisher will be paid for the use. (The Most Favored Nations clause previously described is often found here.)

WARRANTY: Owner warrants (guarantees) that it is the owner of the property being licensed and that there are no samples embedded in the composition or master.

TERM: How long the license will run. The normative length is in perpetuity, as the music will need to stay “married” (embedded) in the film permanently. (Additional information may be found in the sample license request above.)

Authors of the book *Music Supervision* emphasize the need to maintain a database of information for each project, specifically song title, composer, publisher, record label, phone number, email address, mailing address, and a record of all correspondence.¹⁹

Music Supervisors must be chameleon-like in their business dealings, with the ability to adapt their methods and behavior to the needs of every new production environment or executive office. If you have all of the necessary information at your fingertips, you can expect to be successful in providing quick answers to anyone who needs them, at any stage in the production.²⁰

Music Supervisors may have to report to a creative director in the corporate environment, to a producer or director on a film, and the original designer for a video game so it’s important to have great communication

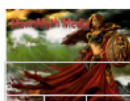
and organizational skills.

Licensing Tools

To stay organized, many MXSup's use Excel spreadsheets and license request templates they create in Microsoft Word, but the real pros use specialized software. www.musicsupervisioncentral.com is a fantastic website that accompanies the text *Music Supervision: The Complete Guide for Licensing Music* by Ramsay Adams, David Hnatiuk, and David Weiss and offers downloadable templates to save time and keep one organized. The most important form is the cue sheet. The cue sheet tracks all of the cues that the music supervisor has been asked to provide music for in the film and becomes a source of payment information to the licensors and performance royalty information for the performing rights societies who will pay the songwriters and publishers. As the authors of *Music Supervision* write, "Cue sheet generation and maintenance are possibly the most important tasks in a music supervisor's job."²¹ BMI, ASCAP, and SESAC log music composed for film and television so it's important for music supervisors to maintain accurate cue sheets and submit them to the PROs as quickly as possible. Here are the items generally recorded on a cue sheet:²²

SEQUENCE #:	Where the song appears in the film
CUE#:	1m1 (Reel 1, Music, Cue Number 1)
CUE NAME:	Title of the song
COMPOSER:	Lucky Joe Smith
PUBLISHER:	Pots of Gold Publishing
SPLIT:	The percentage that this publisher owns
SOCIETY:	Which PRO is affiliated with each publisher
TYPE OF USE:	Background, visual vocal
TIMING:	01m:30s

Figure 1 is an example of a cue sheet for a fictitious show on *Animal Planet*.²³ The professionals use the program RapidCue, which is "an integrated cue sheet management system available to cue sheet suppliers such as film and television production companies and networks."²⁴ It is a web database that interfaces with the ASCAP and BMI performing rights societies for the payment of performance royalties from television and film productions. Multiple users at the production companies can track the music cues and ownership of the music for each production. The users can create and edit cue sheets, search for information and print out



Music Cue Sheet - Animal Planet C.A.T.S. (Boston's Bad Street Cats) North American Territory (U.S. and Canada)

REVISED 03/21/11 CUE 1 USAGE (MM)

Production Company Name:	Yakking Meow Productions	Street Address:	2 Sheldon Street, Suite 1
Production Number/Year:	S234796 (7/2011)	City:	Boston
Production Title:	Animal Planet: C.A.T.S. (Boston's Bad Street	State:	MA
Episode Title:	Hairball Unknown	Zip Code:	02131
Episode Number:	305	Phone Number:	555.690.9161
Season:	3	Fax:	555.690.9162
Airdate:	1/15/11	Email Address:	ajohnson@yakkingmeow.com
Release Date:	N/A	Prepared by:	Ani Johnson
Program Type:	Network Series	Network Station:	Cable - Discovery Channel
Program Length:	60:00	Distributor:	Discovery Communications, Inc.
Territory:	North America (US & Canada)	Version:	Television
		SUBMIT DATE:	03/21/11

Turn Key for Type of Usage

BI - Background Instrumental (Instrumental underscore, not focus of attention)	PD - Public Domain (Song is in the Public Domain)
IV - Background Vocal (Vocals audible though not foreground of scene)	VI - Visual Instrumental (Instrumentalist on camera performing the song)
CT - Closing Theme (Closer used in multiple episodes of a TV program)	VV - Visual Vocal (Vocalist on camera singing the song)
EE - Logo (Identification of a production co. or program distributor)	VS - Visual Source (You can see the source of the music cue)
OT - Opening Theme (Opener used in multiple episodes of a TV program)	

Roles:

C - Composer E - Publisher AM - Administrator SE - Sub Publisher SR - SubArranger A - Author AD - Adapter AR - Arranger CA - Composer/Author SA - SubAuthor TR - Translator	
--	--

SEQ#	CUE#	CUE NAME	COMPOSER / PUBLISHER	%	SOCIETY	TYPE OF USE	TIMING
1	1m1	Brockton's Wake	C Dan Golin	33.33	ASCAP	BI-OT	01m : 30s
			C Lou Gorra	33.33	ASCAP		
			C Lee Stuart Golin	33.34	ASCAP		
			E Rumblefish, Inc. Music Library	100.00	ASCAP		
2	1m2	You Said That We Were Through	C Philip Klein	100.00	ASCAP	V V	00m : 52s
			E Heavy Hitters Music Library	100.00	ASCAP		
3	1m3	Let's Do It	C Cole Porter	100.00	ASCAP	VS	00m : 18s
			E Warner Bros. Inc. c/o Warner Chappell Music	100.00	ASCAP		
		Artist - Billie Holiday	A Sony Music Entertainment O/B/O Columbia Records	100.00	MASTER		

Figure 1. Example of a cue sheet.

reports on all the music in a production. Once the information is verified by RapidCue, it is sent to the PROs. The PRO then verifies the cue sheets and makes payments to the proper parties.

Production Relationships

Everyone I interviewed emphasized the need for great communication. Brad Hatfield,²⁵ Emmy award winner and music supervisor for TV's *Rescue Me*, stresses the benefits of the book *Getting to Yes: Negotiating Agreement Without Giving In* by Roger Fisher and William Ury. He suggests using the BATNA²⁶ technique when entering a negotiation. The BATNA or (Best Alternative to a Negotiated Agreement) advises finding a way for *both* parties to win in the negotiation and thus save face with their higher ups. How is this done?

1. Protect Yourself with a "Bottom Line"²⁷—the worst possible outcome you would accept in the negotiation to

help you resist pressure from the other side. It is either the highest price you are willing to pay (if you are the music supervisor) or the lowest price you are willing to sell for (if you are the songwriter/publisher, artist/record label). It's a great start, but it doesn't allow you any creativity to make adjustments to your offer as the negotiation develops and realistically, if you've never negotiated in this marketplace before, your offer, if unresearched, may be set too high.

2. Make the most of your assets.²⁸ Negotiation is not only about who has the most influence, political power, or money, it is really about what *you* bring to the table that the other person wants. If you are the artist, do you have the coolest music? If you are the production company, do you offer exposure for an unknown artist?
3. What do you really want? As the songwriter is it a big placement fee or exposure to a new consumer demographic. As a production company, will associating with this artist/songwriter make your production hipper, more marketable to your target audience?
4. Know the other person's BATNA too. What is it that you have that the other party wants? What are they negotiating for on behalf of their client besides money? Exposure on a national television show? Future placements with your company? Long-term income? Guessing what the "opponent" may be striving for will help you create a list of creative options for a successful negotiation.
5. Now create your BATNA (Best Alternative to a Negotiated Agreement).²⁹ How can you both win? Devise a list of creative options you would be willing to consider, e.g., as the publisher, would you be willing to take less money up front for domestic release, but additional royalties when the product is distributed in foreign territories? As a production company, would you be willing to pay a larger fee up front to secure a relationship with this publisher for future placements at a lower fee? It is a good starting place so that both parties win. Select

which one of these options seems best for you, and work with it in the negotiation.

6. Now you have to figure out how to walk away from the table if the negotiation doesn't go well. What are your options? If you are the music supervisor and the major record label won't agree to your rate offer for a master use what can you do? Find an up-and-coming artist who would be happy with a lower fee? Find a similar sounding piece of music from a contemporary music library? Find a cover of the song from a lesser-known artist? Any of these options give you power to negotiate instead of locking you into paying too high of a price for the music you want.

In an interview with Ward Hake, Vice President of 20th Century Fox TV, he talks about fees sometimes changing when the final production is complete.³⁰ He says that in a pilot, they place music and talk to publishers about the budget, e.g., \$15,000, but it is not licensed at the time. It is only when the television show is picked up for airing that they go back and license the music, and it is at that point that sometimes the budget has changed and they only have \$12,000 left to license the music. They go back to the publisher and ask if they will agree to the new rate, or if not, they will have to find original music from a lesser known source to replace it.

Lindsay Wolfington spoke in her interview about how fees often change when unknown parties are not registered with the major PROs and are therefore difficult to find. She says that she often starts her search on ASCAP.com to locate information about publishers. Oftentimes she will find songs where there will be two main publishers and a third, unlisted publisher; the licensing difficulty comes in when nobody can locate the last publisher on the song.

She explained how on a production of *One Tree Hill* she used a Black Eyed Peas song and couldn't find the person who owned 2.5% of the song. She contacted the label, the other publishers, and the manager, but still couldn't find the missing owner. She told the producers and the other publishers that unless it was all cleared she would be unable to use the song. She said she thought that maybe studio heads might make that call, but Lindsay wouldn't take that chance.³¹

In another example Lindsay described her workload on *Ghost Whisperer*. She had a song with three writers and asked one of them if he could sign off for the other two for the master and the publishing rights. He said no, and what Lindsay thought would be one license turned into six (three master licenses and three synchronization licenses). When she turned in the contracts, the studio said, “No way, you tell them that one guy will have to sign off on all of this.”³² She had to go back to the three songwriters and get their approval for one license request. The problem was not only the amount of time it took to get the approvals, but the music wasn’t even a big part of the scene. It was only the background music for an antique store scene. Needless to say, she hasn’t worked with that guy since because he made her life harder. She advises songwriters to “have a business head”³³ so that paperwork goes quickly and efficiently.

In another situation, she had licensed a work for under \$10,000 before with a publisher and indie artist and when she used another song by this artist it had two co-writers. She went to one co-writer with \$8,000 total (\$4,000 a side) and the co-writer refused, quoting a desired rate of \$15,000. She had to say to the co-publisher that she was only placing this song because the artist (another co-writer) had come to her with the work. Because he was refusing to grant the license for a lower rate, he was going to blow it for them all. They finally agreed but the co-writer said, “Don’t expect this to happen again.” Sadly, she has not been able to work with that writer again because it was so difficult to get the license cleared for a reasonable rate. Lindsay stresses that these days most people want quantity (several placements) rather than one big one because it generates more performance income.

Therefore, how does one find the balance necessary to license popular works at a reasonable price? Consider this scenario:

An independent action film with a total budget of \$100,000 has exhausted most its funds on actors, filming, editing, location expenses, etc. The director has given you \$15,000 (\$3,000 for your time plus four points—a percentage of ownership that acts like shares on the back-end income from the movie)³⁴ and \$12,000 to license six pieces of music for the film—essentially \$2,000 per song (or \$1,000 a side). The film is done and the director has placed six temporary tracks (popular music that the director has temporarily placed in the film) to give it the “feel” that she wants for the scenes. These tracks are all from her personal iPod collection and include Foo Fighters’ *Rope*,³⁵ Aerosmith’s *Love In An Elevator*,³⁶

Broken Bells' *The Ghost Inside*,³⁷ Chris Cornell's *Ground Zero*,³⁸ Radiohead's *Paranoid Android*,³⁹ and Muse's *Time is Running Out*.⁴⁰ Al and Bob Kohn, authors of *Kohn on Music Licensing* state the going rate to individually license one of these tracks for the life of the copyright in worldwide release would be \$5,000 to \$25,000 for background use, \$7,500 to \$50,000 for visual/vocal use, or \$15,000 to \$100,000 for featured use.⁴¹ Use of the title of the song as the title of the motion picture would add an additional \$50,000 to \$100,000 to these fees. Use of the music for opening credits might double the synch fee with closing credits slightly lower. Historically (2002), these fees would not include any royalties for the DVD distribution, so that would be additional fees the production company would pay under a videogram License. Nowadays, most films are licensed under *broad rights*, which cover all media including overseas theatrical release, home video, and internet and streaming for *in context use*.⁴²

Clearly, these major label songs will be too expensive to clear. It is up to the music supervisor to find songs that fit the scenes with a similar feel, mood, tempo, and genre as the original. This can be a daunting task when everyone from the producer to the music editor has fallen in love with how "perfectly" the temp track songs fit into the film score. In the industry, this is called "temp love"⁴³ and it's sometimes just as difficult to separate these tracks from the movie, as it is to break up with someone!

So, you've tried your best to negotiate with the major label and they are not willing to reduce their licensing rate. What do you do? You either are tapped in to the indie music scene and have long-established relationships with these bands and have the time (which is always on short supply) to contact their indie publishers *and* record labels in time and get clearances for your film in a couple of months or...

You contact one of the many fantastic television and film music libraries to get pre-cleared (for both sides—publisher and master) music overnight. Sounds like a great solution! Many production companies use television and film music libraries to reduce their costs of production music. These pre-cleared and professionally recorded tracks provide an easy way to get music into your production in a very fast and efficient way. Cindy Badell-Slaughter, CEO of Heavy Hitters (www.heavyhittersmusic.com)⁴⁴, one of the top music libraries in the United States has licensed music for the last thirty years for many shows including *True Blood*, *CSI*, *The X Files*, *Friends*, and *It's Always Sunny in Philadelphia*.

When a director places music in a film it is usually because the music

has lyrical content that advances the storyline, or because the music creates the right kind of energy for the scene—creating a mood for the characters to tell their stories. Think about the love scene in *Top Gun* with the song *Take My Breath Away* by Berlin⁴⁵ playing in the background as Tom Cruise and Kelly McGillis make out, or the final scene of *The Matrix* when Neo flies into the future with Rage Against The Machine playing *Wake Up*.⁴⁶ Each song lends a different type of energy to a scene, advancing the storyline in a unique way. Heavy Hitters has an online “jukebox” which allows the music supervisor to search by lyric, male or female vocal, instrumental, sound-alike, genre, mood, topic, instrumentation, tempo, writer, performer, song title, and new songs. It has many options to help the music supervisor find a suitable replacement for its major label song (see Figure 2).

Figure 2. “Jukebox” from Heavy Hitters.

I searched for a replacement of Muse’s *Time Is Running Out*. I typed the word “rock” into the quick search, checked Vocal Male, and over 2,200 songs came up. Whew! I refined my search by selecting a genre, then the subgenre “rock,” and then checked off all of the rock styles I thought sounded like Muse. As one can see in Figure 3, Heavy Hitters covers many styles of rock so this allowed me to make my search more specific—anything from 50s rock to post punk.⁴⁷ Pretty cool.

Master Genre	Select One or More Sub-Genres
Acoustic	<input type="checkbox"/> 50s Rock
Adult Contemporary	<input type="checkbox"/> 80s Rock
Avant Garde	<input type="checkbox"/> Acoustic Rock
Ballad	<input checked="" type="checkbox"/> Alternative Metal
Blues	<input checked="" type="checkbox"/> Alternative Rock
Children's Music	<input type="checkbox"/> Americana
Classical	<input type="checkbox"/> Arena Rock
Country	<input type="checkbox"/> British Rock
Dance	<input type="checkbox"/> Classic Rock
Electronic	<input type="checkbox"/> Dance Rock
Folk	<input type="checkbox"/> Death Metal
Hip Hop/Rap	<input type="checkbox"/> Emo
Holiday	<input type="checkbox"/> Emo Rock
Inspirational	<input type="checkbox"/> Funk Metal
Jazz	<input checked="" type="checkbox"/> Garage
Latin	<input checked="" type="checkbox"/> Garage Rock
New Age	<input type="checkbox"/> Glam Rock
Oldies	<input type="checkbox"/> Goth Rock
Orchestral	<input type="checkbox"/> Grunge
Pop	<input type="checkbox"/> Hard Rock
Premium Trailer Collection	<input type="checkbox"/> Heavy Metal
R&B/Soul	<input type="checkbox"/> Indie
Reggae	<input type="checkbox"/> Indie Pop-Rock
Rock	<input type="checkbox"/> Industrial Rock
Special	<input type="checkbox"/> Liverpool Rock
World	<input type="checkbox"/> Modern Rock
	<input type="checkbox"/> Nu-Metal
	<input type="checkbox"/> Post-Grunge
	<input type="checkbox"/> Post-Punk
	<input type="checkbox"/> Prog-Rock
	<input type="checkbox"/> Punk Rock
	<input type="checkbox"/> Rap-Metal
	<input type="checkbox"/> Rap-Rock
	<input type="checkbox"/> Retro-Rock
	<input type="checkbox"/> Rock

Figure 3. Searching for a replacement of Muse's *Time Is Running Out*.

Still, I ended up with a lot of songs. So I refined my search to include song lyrical topics. I settled on lyrics dealing with “bad times”⁴⁸ since our original Muse title was *Time Is Running Out* (see Figure 4).

Nine songs appeared (see Figure 5), one entitled *Wrong Way Down*⁴⁹ a hard rock song with distorted vocals, heavy guitars, and with a similar tempo (111 BPM, beats per minute, vs. Muse's 118 BPM). A good fit!

By the way, iTunes can be configured to show the BPM for any song by selecting View, Options, Beats Per Minute. If the BPM is not available for the song, use the program BPM Analyzer, a free computer-based program by MixMeister (www.mixmeister.com).⁵⁰ I also found an iPhone app, Cadence Run DJ,⁵¹ from EchoNest⁵² for \$1.99 that will detect the



Figure 4. Refining the search.



Figure 5. Finding just the right song.

BPM for a song. (It was originally made to help put together a list of songs with similar BPMs for a workout.) At the very least, but not as accurate, use the free iPhone app Tap Metronome⁵³ and tap along with the song as it plays to get the BPM.

Additional sources for pre-cleared music may be found at these great music libraries:

615 Music: www.615music.com⁵⁴
APM: www.apmmusic.com⁵⁵
Pump Audio: www.pumpaudio.com⁵⁶
Rumblefish: www.rumblefish.com⁵⁷
Sonoton: www.sonoton.com⁵⁸
Universal Music Publishing
Killer Tracks: www.killertracks.com⁵⁹
Firstcom: www.firstcom.com⁶⁰

When you do have a budget that can support using music from major labels and publishers, the first place to locate the owners of songs is at the performing rights societies. These databases have detailed contact information for all major and many independent music publishers.

In the United States use ASCAP (www.ascap.com) for the ACE Repertory Search.⁶¹ On SESAC's site (www.sesac.com) click the Repertory button.⁶² BMI's Search button (www.bmi.com) allows one to search for repertoire.⁶³ The Harry Fox Agency⁶⁴ (www.harryfox.com) clears only mechanical licenses and therefore cannot be used to for synchronization or master clearances. It is a great source for publisher contact information, especially when you come across the words "copyright controlled" in the other databases, which generally means that the publisher in question is outside of the United States, or is a small independent publisher not registered with the U.S. PROs.

To clear the master use for the synchronization, one must contact the record label that owns the sound recording. Search www.copyright.gov⁶⁵ to find the original owner of the SR (sound recording) copyright registration, but it can be a daunting task. For example, a search for *Roxanne* will reveal hundreds of similar selections (see Figure 6).⁶⁶

Listing number 13 is the original master, you can tell this by the registration date of 1986. The copyright number, preceded by "SR," indicates it is a registration for a sound recording. I was a teenager then and



Figure 6. A search for *Roxanne* will reveal hundreds of similar selections (www.copyright.gov).

remember when The Police released it. For readers not alive in 1986, and therefore not familiar with when this track was created, they might have selected item number 2, which is also an SR copyright registration, but it was registered in 2001. In that case, one would need to select each item to get a better idea of the original master. Figure 7 shows the 1986 registration. It is registered to A&M Records as a work for hire⁶⁷ (The Police therefore, transferring their rights to the ownership of the master).



Figure 7. *Roxanne* copyright registration information.

At the bottom of the page, you can click on the A&M Records link and see a list of all of their registrations, but it still doesn't give you a con-

tact address. Many of the newer registrations give the company address, such as this A&M Records SR Copyright for Sheryl Crow⁶⁸ (Figure 8), but for a quick fix, I have had luck with www.discogs.com.⁶⁹ A search by song title and performer will give a list of all the configurations of the song, the record label, the country of release, and the year of release. As you can see in Figure 9, the original recording of *Roxanne* came out in 1978.⁷⁰ When you click on the record label name, the address appears (see Figure 10).⁷¹

Public Catalog

Copyright Catalog (1978 to present)
Search Request: Left Anchored Name = A&M Records
Search Results: Displaying 1 of 7184 entries

◀ previous next ▶

Labeled View

100 Miles From Memphis.

Type of Work: Sound Recording
Registration Number / Date: SR0000656645 / 2010-08-06
Application Title: 100 Miles From Memphis (Barnes & Noble Version), Artist: Sheryl Crow, 00602527457796 (compact disc)
Title: 100 Miles From Memphis.
Publisher Number: B0014603-02 A&M Records
Description: Compact Disc.
Copyright Claimant: A&M Records, A Div. of UMG Recordings, Inc. Address: 2220 Colorado Ave., Santa Monica, CA, 90404.
Date of Creation: 2010
Date of Publication: 2010-07-20
Nation of First Publication: United States
Authorship on Application: A&M Records, A Div. of UMG Recordings, Inc., employer for hire; Domicile: United States. Authorship: Most Sound Recordings / Pictorial Matter.
Pre-existing Material: Two Sound Recordings: "Summer Day" (00602527445403) & "Our Love Is Fading" (00602527435947)
Basis of Claim: All Other Sound Recordings (including 2 bonus tracks: "Summer Day" (acoustic) & "Say What You Want" (acoustic)) / Pictorial Matter.
Rights and Permissions: Universal Music Group
Names: [A&M Records](#), [A Div. of UMG Recordings, Inc.](#),
[UMG Recordings, Inc.](#),
[A&M Records](#)

Figure 8. Sound recording copyright registration: Sheryl Crow.

Discogs™ Search artists, albums and more... Explore Buy Music Sell Music Community

Roxanne Police, The – Roxanne

Genre: Rock
Style: Pop Rock
Year: 1978

more images

Tracklist

Roxanne	3:00
Peanuts	2:52

Versions

Title	Label	Cat#	Country	Year
Roxanne (12")	A&M Records	AMS 7348	UK	1978
Roxanne / Dead End Job (7")	A&M Records	2096-S	US	1978
Roxanne (7")	A&M Records	AMS 9211	Netherlands	1978
Roxanne (7")	A&M Records	AMS 7348	UK	1978
Roxanne (7")	Festival Records, A&M Records	K 7376, AMS 7348	Australia	1978
Roxanne (7")	A&M Records	AMS 6603	Netherlands	1978
Roxanne (7", Mono, Promo)	A&M Records, A&M Records	2096-S, 2096	US	1978
Roxanne (7", Single)	A&M Records	AMS 7348	UK	1978
Roxanne (7", Single)	A&M Records	AMS 7348	UK	1978
Roxanne (7", Single)	A&M Records	AMS 6603	Germany	1978

Figure 9. www.discogs.com.

\$30 off
Weekly Rental

SEE DEAL NOW

Treating people like people.

AW5
NEW LIST



more images

A&M Records

Profile:
A&M Records was started in 1962 by partners Herb Alpert and Jerry Moss. Their first release (following two singles released under the label name Carnival Records) was "The Lonely Bull" by Herb Alpert & The Tijuana Brass, which sold around 700,000 copies. Sixteen of the first 25 albums were certified gold by the RIAA and helped A&M become a major label and ultimately the world's largest independent record company.

Some notable events over the years, courtesy of On A&M Records.com:

Sublabels: A&M (UK) Ltd., A&M Disco, A&M Records Of Canada Limited, A&M Video, AM-PM, Anada Records, Antra Records, Audio Master Plus Series, Breakout, DVS Records, Generic, Gold Mountain, Hamlet, Horizon Records & Tapes, Pandion Records (UK), Superior Quality Recordings, Tuff Break Records, Vendetta Records (2)

Parent Label: Interscope Records

Contact Info:
Interscope Records
2222 Colorado Avenue
Santa Monica
CA 90404
USA

Sites: interscope.com, onamrecords.com, amcorner.com, bnspubs.com/aandn, Wikipedia

Discogs Marketplace

Vinyl and CD

49,862 For Sale

Like \$

Facebook Twitter YouTube

Label

Add to List
Data Quality Rating: Correct
10598 submissions pending

Jump To

reviews lists

Discography

Releases:

Dinner Is Ruined*	Love Songs From The Lubertorium (CD, Album)	1993
Big Hate	You're Soaking In It (CD, Album)	1996
Phil Keaggy	The Wind And The Wheat (LP)	1987

Figure 10. Record label contact information (www.discogs.com).

Another great source of information for music supervisors is the Internet Movie Database (www.imdb.com).⁷² Here one can search any television show or film to learn the name of the songs in the soundtracks, the music supervisors, etc. Contact information can be accessed through a subscription to IMDbPro for \$15.95 a month.

Finally, the major publishers and record labels are getting into the act and making music available online for easy access clearances. Below are the publisher gateways for synch license clearance.

Publisher Gateways for Synchronization License Clearance

EMI

Song Selection, no online licensing:

<http://emimusicpub.com/licensing/index.php>⁷³

Contact: <http://emimusicpub.com/global-offices/usa/home.php>⁷⁴

EMI/CMG

Mechanical Licensing or online video stream: <http://emicmglicensing.com/>⁷⁵

Synch Licensing requests must be made in writing to: licensing@emicmg.com

Sony/ATV

Search & License Synch/Master:

<http://www.sonyatv.com/search/index.php/search>⁷⁶

To get an account: <http://www.sonyatv.com/en-us-na/index.php/contact>⁷⁷

Universal Music Publishing (USA)

Synch/Master: <http://www.umusicpub.com>⁷⁸

Warner/Chappell

Synch/Master: http://www.warnerchappell.com/TemplateAction?system_action=getsync_departments¤ttab=licensing⁷⁹

Record Label Gateways for Master License Clearance

Sony Music: <http://hub.sonymusic.com/licensing/contact/>⁸⁰

Universal Music: <http://www.umusicpub.com>⁸¹

Warner Music USA:

<https://www.wmgmusiclicensing.com/WMGML/login.aspx>⁸²

Warner Music UK: <http://wmgcreativelicensing.com/>⁸³

All in all it's important to remember that being a music supervisor involves a lot of research, tons of paperwork, and massive organization. It's also about facilitating great relationships and negotiating a win for everyone, especially the producer who has put her faith in the music supervisor to create a positive working environment with clients and to build a successful licensing strategy for the business.

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Previously, she consulted for Chris Blackwell at Palm Pictures/Rykodisc and licensed over thirty albums for artists such as Elton John, Parliament-Funkadelic, and Fleetwood Mac. As Accounting Manager for Gloria Estefan, she restructured their financial systems and supervised production budgets, licenses, and royalties for their Sony Music venture.

Johnson recently developed a master’s curriculum in International Licensing for Global Entertainment Studies at Berklee Valencia. She owns MonoMyth Media, a music supervision company in the Boston (Hollywood East) market. Follow Ani at www.twitter.com/recdmavn or <http://www.linkedin.com/in/recdmavn>.