

# Master Use Agreement

This "Agreement" entered into this date of \_\_\_\_\_, between \_\_\_\_\_ ("Licensee") and \_\_\_\_\_ ("Licensor") whereby Licensor grants to Licensee the non-exclusive right and license to perform publicly, either for profit or non-profit, and to authorize others so to perform the Recording known as \_\_\_\_\_ ("Title") only in the Film entitled \_\_\_\_\_ (hereinafter "Film") and trailers thereof, through out the universe in perpetuity in any media now known or hereinafter devised. Licensee and Licensor both recognize title of Film may only be a working title and may later be changed to fit the marketing objectives of the film. Change of such title may not affect any part of this agreement. As used herein, the term "FILM" refers to said motion picture and all versions thereof now or hereafter in existence, whether in English or foreign language, television, or any other form, (but not including remakes or sequels), and trailers, promotional films, television and radio spots, clips and excerpts of said motion picture or any version thereof.

## 1. Musical Work(s) Identification

The musical work(s) entitled \_\_\_\_\_ (hereinafter referred to as "Recording") is covered by this License.

## 2. License Restriction(s)

Licensee agrees not to manufacture or distribute sound recordings (including soundtrack albums, promotional CD's or any and all methods of sound recording) separately from actual positive prints of the Film and directly integrated media (such as digital recordings to be used in theaters as part of a theater digital sound reproduction system).

## 3. Territory

The territory covered by this license is the universe.

## 4. Full Force and Effect

This license shall remain in full force and effect for the duration of all copyrights in said musical composition, including any renewals and extensions without Licensee having to pay any additional consideration thereof.

## 5. Indemnification

Licensor warrants that it has the right to grant this license, that it owns and controls one hundred percent (100%) of the right, title and interest in and to Recording and that the use of said Recording hereunder will not violate the rights of any third party. Licensor shall indemnify costs, losses, damages and expenses (including reasonable attorneys fees) arising out of any breach or failure of any warranties or covenants made by Licensor herein.

## 6. Rights of Licensee

Subject only to the rights herein above granted to Licensee, all rights of every kind and nature in said Recording are reserved to the Licensor, together with all rights of use thereof. However, in no event shall Licensee have fewer rights than a member of the public would have in the absence of License.

#### 7. Synchronization Licenses

Licensee agrees to obtain all synchronization licenses necessary to utilize the musical compositions embodied in the Recording in the soundtrack of the Film and any related entertainment products such as promotional films and advertisements.

#### 8. Re-use

Licensee agrees to pay all musicians' re-use, new-use, and all residual payments of any kind related to this use of the Recording.

#### 9. Binding Effect

License is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

#### 10. Entire Agreement

This represents the entire agreement between Licensee and Licensor with regard to Recording of said musical composition.

#### 11. Term

The term of this Agreement shall commence upon execution of the Agreement and shall remain in full force and effect for the duration of all copyrights in the Recording, including but not limited to any renewals and extensions without Licensee having to pay any additional consideration thereof.

#### 12. Compensation

Licensor shall be compensated a flat fee in the amount of \_\_\_\_\_ to be paid upon execution of the Agreement. In addition to the aforementioned flat fee, Licensor shall receive \_\_\_\_\_ percent of net profits earned by Film.

#### 13. Publicity

a) Any publicity, paid advertisements, press notices or other information with respect to the Film will be under the sole control of Licensee. Therefore, Licensor, his/her agents or representatives, or any of them, will not issue or consent to and/or authorize any person or entity to release such information without the express prior written approval of Licensee. Any violation of this paragraph shall be considered a material breach of this agreement.

b) Licensor hereby grants Licensee the right during the Term of this Agreement, to issue and authorize publicity, paid advertisements, press notices and other information concerning Licensor.

#### 14. Ownership

a) Licensor owns 100% of the rights for the Recording. Licensee agrees to specify Licensor as 100% writer and as 100% Licensor for all music on performing rights and cue sheets.

b) Licensee shall have no right or authority (1) to make any change in the original lyrics or in the fundamental character of the music of the Recording; (2) to use the title, the subtitle or any portion of the lyrics of the Recording as the title or subtitle of the Film; (3) to dramatize or to use the plot or any dramatic content of the lyrics of the Recording; or (4) to make any other use of the Recording not expressly authorized herein.

#### 15. Limitations on Authority

Licensor shall not employ any person to serve in any capacity, or contract for the

purchase or renting of any article or material, nor make any agreement committing Licensee to pay any sum of money for any reason whatsoever in connection with the Agreement, or otherwise, without the express prior written consent of a duly authorized officer of Licensee.

#### 16. Relationship of Parties

The parties hereto are entering into this Agreement as independent contractors, and no partnership or joint venture or other association shall be deemed created by this Agreement.

#### 17. Screen Credit

a) Licensor shall receive credit as Licensor substantially as follows: "Licensor" or "Composed by" or "Musical Score by" in the opening and closing credits. Size, type, style, placement and duration shall be determined by Licensee.

b) Licensor shall be given the above credits only in the event that the Film is produced and in the event of any inadvertent error with either credit, Licensor is not entitled to any injunctive relief.

Licensee maintains all Artistic control over the Film throughout the entire course of the production.

#### 18. Remedies

a) The Recording to be furnished and the rights herein granted to Licensee are of a unique character of such value that the loss of the Recording could not adequately be compensated in damages in an action at law, and a breach by Licensor of any material provision hereunder will cause irreparable injury. Licensor, therefore, expressly agrees that Licensee shall be entitled to seek equitable relief by way of a temporary restraining order, specific performance, preliminary or permanent injunction or otherwise to prevent the breach of this Agreement and to secure its enforcement.

b) The sole right of Licensor as to any breach or alleged breach by Licensee shall be the recovery of money damages, and the rights herein granted by Licensor shall not terminate by reason of such breach or alleged breach.

Licensee shall have the right to terminate this Agreement and the use of the Recording if, Licensee in good faith belief, based on the facts then available to Licensee, Licensor has engaged in any of the following conduct a) fraud, misappropriation or embezzlement of funds; b) willful disregard of instructions, applicable Licensee policies, regulations or procedures of which Licensor was or should have been aware; or c) gross misconduct. Termination under this provision shall be effective immediately upon receipt of notice by Licensor.

#### 19. Default

a) If Licensor refuses or neglects to perform any of Licensor's obligations hereunder to the best of his ability, for any reason other than incapacity, Licensor shall be in "default" of this Agreement. If Licensor refuses or states that Licensor will refuse to comply with any of his obligations hereunder, such refusal or statement may be treated by Licensee as an immediate default, regardless if the time for performance of such obligation or obligations has arrived.

b) Licensee may suspend this Agreement as to compensation while such default continues and during the week after Licensor serves a written notice upon Licensee stating that they are ready willing and able to resume full performance. Licensee may terminate this Agreement immediately at any time during the period Licensor is in default or within a reasonable time thereafter. Licensee's obligations or guarantees to pay

Licensors for Licensors' services shall be reduced by the number of days affected by such default.

#### 20. No Obligation

Licensee does not represent or warrant any obligation to make Film, release Film or use the Recording in the Film.

#### 21. No Authority to Bind

Licensors has no authority to bind Licensee in any third party agreements or any other agreements unless a prior agreement has been made with Licensee in writing.

#### 22. Additional Provisions

a) Voluntary Agreement: Licensors represents and warrants that it has entered into this Agreement freely and voluntarily without any duress, coercion or undue influence.

b) Choice of Law and Submission to Jurisdiction: This Agreement shall be governed by applicable federal law and by the laws in the state of \_\_\_\_\_.

Licensors and Licensee hereby submit and consent to the jurisdiction of the state and federal courts located in \_\_\_\_\_ and stipulate that such courts are convenient for the resolution of any disputes relating to this Agreement or the formation, interpretation or breach hereof.

c) Paragraph Headings: Paragraph headings contained in this Agreement are for convenience and shall not be considered for any purpose in construing this Agreement.

d) Notices: Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally or seven (7) days after being sent by first-class registered or certified mail, return receipt requested, to the party for which intended at its or his or her address set forth in this Agreement or to such other address as either party may hereafter specify by similar notice to the other. If the date for the exercise of an option or a date on which a notice must be received falls on a weekend or a legal holiday, the date shall be deemed extended through the close of the next business day thereafter.

e) Ambiguities: This Agreement shall be deemed to have been drafted by all the parties hereto, since all parties had the opportunity to review and agree thereto and no ambiguity shall be resolved against any party by virtue of its participation in drafting of this Agreement.

f) Attorneys or Agents Fees: The fees, expenses and commissions of any attorney, accountant, agent or manager employed, retained or consulted by Licensors shall be borne solely by Licensors.

g) Agreement Copies: This Agreement may be manufactured, or executed in as many copies or counterparts and are all one in the same Agreement and are executed.

#### 23. Arbitration

If at any time any controversy should arise between Licensee and the Licensors regarding anything pertaining to this Agreement which the parties hereto do not promptly adjust and determine, then the written orders of the Licensors shall be followed and said controversy may be decided by binding arbitration at the sole discretion of Licensors. If binding Arbitration is elected by Artist, it shall be pursuant to the rules of the Judicial Arbitration and Mediation Service (JAMS) The award of the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any in any court having jurisdiction thereof. Venue will be located in the state of

\_\_\_\_\_. Licensor further consents to the arbitrator who is appointed in said proceeding.

**24. Entire Agreement**

a) This Agreement cancels and supersedes all prior negotiations and understandings between Licensee, and Licensor relating hereto. No officer, employee or representative of Licensee has any authority or make any representation or promise not contained in this Agreement and Licensor expressly represents and warrants that Licensor has not executed this Agreement in reliance on any such representation or promise.

b) Should any provision of this agreement be invalidated for any reason, such invalidation shall have no effect on the remainder of the Agreement and the Agreement shall remain in full force and effect.

**25. Agreement must be Signed**

This Agreement is not valid or binding unless and until in writing signed by a duly authorized officer of Licensee. No amendment, modification, extension, release, discharge or waiver of this Agreement, or of any provision hereof, shall be valid or binding unless in writing signed, in the case of Licensee, by a duly authorized officer of Licensee, or in the case of Licensor, by Licensor. No oral agreement shall be binding on Licensee unless and until reduced to writing and signed by a duly authorized officer of Licensee.

\_\_\_\_\_  
Licensor

Date: \_\_\_\_\_

\_\_\_\_\_  
Licensee

Date: \_\_\_\_\_