

Synchronization License Agreement

This Agreement is hereby entered into on _____ between _____ (hereinafter referred to as "Licensor") and _____ (hereinafter referred to as "Licensee").

The parties hereby agree as follows:

1) Musical Composition

The musical composition ("Composition") and the sole use of said musical composition, covered by this license is entitled _____ as written by _____ and performed by _____.

2) License:

a) 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 Composition only in synchronization or timed relationship to the Film hereinafter reference and trailers thereof, through out the universe in perpetuity in any media now known or hereinafter devised.

b) 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 absent an agreement under a separate license otherwise known as a Mechanical License.

3) Motion Picture Title

The title of the only motion picture ("Film") with which Composition is to be used is currently _____. Film's title is a working title and may change without affecting any term of the Agreement.

4) Term

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

5) Compensation

a) Licensor shall be compensated a flat fee in the amount of _____ whereby _____ shall be paid upon execution of the Agreement. In addition to the aforementioned flat fee, Licensor shall receive _____ of net profits earned by the film.

6) Foreign Performing License

It is understood that the performance of the Composition in connection with the exhibition of the Film in other countries shall be subject to clearance by performing rights societies (such as ASCAP, BMI, SESAC, etc) in accordance with their customary practice and the payment of their customary fees. Licensor agrees that to the extent it controls said performing rights, it will license an appropriate performing rights society in the respective countries to grant such

performing right.

7) 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.

8) Rights

- a) Licensor will own 100% of all worldwide music publishing rights for the Composition. Licensee agrees to specify Licensor as 100% publisher for all music on performing rights and cue sheets. Licensee agrees to prepare accurate performing rights cue sheets and to provide a copy to Licensor no later than 30 days after the sound mix of the Film.
- 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 Composition; (2) to use the title, the subtitle or any portion of the lyrics of the Composition 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 Composition; or (4) to make any other use of the Composition not expressly authorized herein.

9) 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.

10) Relationship of Parties

Licensor and Licensee are contractors independent of one another and neither party's employees will be considered employees of the other party for any purpose. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other to any third party.

11) 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. In this event only, Licensor is not entitled to any injunctive relief.

12) Artistic Control

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

13) Representations and Warranties

a) Licensor hereby warrants and represents that it will not violate any law, regulation or contractual obligation by entering into this Agreement, and that it is free to enter into this Agreement, is not subject to any obligation or disability and has not made or will not make any grant or assignment which can, will or reasonably might prevent or materially interfere with the full performance of his/her exclusive obligations hereunder.

b) Licensor warrants and represents that all Compositions under this agreement shall be 100% owned by Licensor. Licensor further warrants and represents that to the best of Licensor's knowledge after diligent investigation, such Composition(s), and Licensee's use thereof, shall not infringe upon or violate the right of privacy of, or constitute a libel or slander against, or violate any common law rights or any other rights of any person or entity.

14) Indemnification

a) Licensor hereby agrees to indemnify and hold harmless Licensee, its successors, transferees, assignees and licensees, and the respective agents from and against any and all damages, costs, expenses, liabilities, claims and causes of action in any way arising by reason of the breach by Licensor of any warranty or representation hereunder or any other provision in this Agreement, including, without limitation, reasonable outside attorneys fees and costs in the defense and disposition of such matters, and any claim for any compensation by Licensor.

Licensee shall defend and indemnify Licensor from and against all judgments, damages, costs and expenses, including reasonable outside attorneys fees and court costs, arising out of material assigned and/or supplied to Licensor by Licensee, material altered or added by Licensee, and/or Licensee's development, production, distribution or exploitation of any film produced hereunder.

b) The Composition to be furnished and the rights herein granted to Licensee are of a unique character of such value that the loss of the Composition 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.

c) 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.

16) Termination for Cause

Licensee shall have the right to terminate this Agreement and the use of the Composition 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.

17) 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 Licensor for Licensor's services shall be reduced by the number of days affected by such default.

18) No Obligation

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

19) No Authority to Bind

Licensor 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.

20) Additional Provisions

- a) Voluntary Agreement: Licensor 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 of _____. Licensor 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 Licensor shall be borne solely by Licensor.
- 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.

21) 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.

22) 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.

Licensee

Date: _____

Licensor

Date: _____