

# Standard Master Use & Synchronization License Agreement

Name of Artist: \_\_\_\_\_

Licensor Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Producer Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_@mtvstaff.com

Agreement entered into as of the \_\_\_ day of \_\_\_\_\_ 2012, between \_\_\_\_\_ (the "Licensor"), [ADDRESS] and \_\_\_\_\_ ("Producer"), [ADDRESS].

WHEREAS, Licensor owns, controls or administers the copyright in the musical composition written by \_\_\_\_\_ (ASCAP) entitled " \_\_\_\_\_ " (the "Composition") and whereas Licensor also owns or controls one hundred percent (100%) of the copyright in the master recording embodying the Composition (the "Master"). The Master, together with the Composition embodied therein, is hereinafter referred to as the "Work(s)"; and

WHEREAS, Producer wishes to reproduce and record the Work, in whole or in part, in synchronization and/or timed relation as part of Producer programming tentatively entitled " \_\_\_\_\_ " in whole or in part, and in any and all versions thereof and derivatives including but not limited to, in any program constituting a retrospective, "best of," or review programming, in whole or in part, (collectively, the "Programming");

NOW, THEREFORE it is agreed as follows:

1. In consideration of a fee [include the following defined term only if an actual fee is being paid to the Licensor for the use concerned "(the "Fee")" of \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars) based on 100% ownership of the Work(s), Licensor hereby grants to Producer the non-exclusive, irrevocable right and license to record and to perform the Work in synchronization and/or timed relation in the Programming. This License shall cover Producer's unlimited usage in the Programming of the Work(s), or any portions or excerpts thereof. "Notwithstanding anything to the contrary contained herein, the Fee shall only be payable to Licensor if the Work is embodied in the Programming concerned.

2. Producer shall have the right to use all or a portion of the Work(s) in the Programming, and to reproduce, distribute, transmit, retransmit and/or otherwise exploit the Programming via all media now known or hereafter devised.

3. Producer shall have the right to use the Work(s) (in whole or in part) in connection with the advertising, promotion and/or publicizing of the Programming and/or Producer's programming services, in and by any and all media, methods, manner and formats now known or hereafter devised, including, without limitation, television excerpts and trailers (collectively, "Promos").

4. The term ("Term") of this license is: In Perpetuity

5. The territory ("Territory") covered by this license is: The Universe

6. The type and timing of use of the Work is B/v up to full use

7. Licensor's administrative share of the Composition is: 100%

8. Licensor shall not have any right or interest in the Programming and/or Promos, and Producer shall have the right to advertise, promote and otherwise make use of the Programming and Promos as Producer determines in its sole discretion. Notwithstanding the foregoing, Licensor acknowledges that Producer is under no obligation to include the Work(s) within the Programming and/or Promos. The rights and remedies of Licensor and its successors, assigns, designees and licensees in the event of any breach of the provisions of this Agreement by Producer shall be limited to the right, if any, to recover damages in an action at law, and in no event shall any of the foregoing parties be entitled by reason of any such breach to terminate this

and/or portions or excerpts thereof, and Producer shall be entitled to assign this Agreement in its entirety to any person, firm or corporation acquiring ownership of or production rights to the Programming and/or Promos without further payment to Licensor. Notwithstanding the foregoing, Producer shall be entitled to assign all or a portion of the rights and licenses granted herein to an entity or person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified entity or person.

11. As between Licensor and Producer, Producer shall be solely responsible for securing any required non-dramatic public performance licenses from ASCAP, BMI and/or SESAC and/or any other appropriate performing rights organization with respect to the authorized exhibition of the Programming and/or Promos. Notwithstanding anything to the contrary contained in the previous sentence, in the event that Licensor is not, at the time of the delivery to Producer of any Composition that is subject to this Agreement, a member in good standing of a performing rights society, then Licensor hereby grants directly to Producer, a public performance license with respect to each such Composition.

12. Licensor represents and warrants that: (i) Licensor has the full power and authority to enter into and fully perform this Agreement and that it owns or controls the rights in the Work(s) granted to Producer herein; (ii) all elements of the Work(s) (including the Composition and the Master) are either original with the Licensor or are fully cleared by the Licensor; (iii) Licensor's administrative share of the Composition is 100% unless otherwise specified on Schedule A annexed hereto ; (iv) the Work(s) is free and clear of any liens or claims; (v) Producer's use of the Work(s) in the manner authorized herein will not give rise to any claims of infringement, invasion of privacy or publicity or claims for payment of re-use fees or residuals (any and all third party payments shall be Licensor's responsibility) (vi) Licensor will not act in a manner or enter into any oral or written agreements inconsistent with this Agreement; and (vii) the writer and publisher information set forth on Schedule A annexed hereto is complete and accurate.

13. Licensor shall indemnify and hold harmless Producer, its parents, successors, assigns and licensees from and against any and all losses, damages, liabilities, reasonable attorneys' fees and costs, actions, suits, other claims arising out of Producer's exercise of such rights, or Licensor's breach or alleged breach, in whole or in part, of the foregoing representations and warranties. Licensor shall reimburse Producer upon demand for any payment made by Producer at any time with respect to such losses, damages, liabilities, attorneys' fees and costs, actions, suits or other claims to which the foregoing indemnity applies.

14. This Agreement is binding upon, and shall inure to the benefit of, the respective licensees, successors, and assigns of the parties hereto. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of New York.

Agreed To and Accepted By:

[LICENSOR]

[PRODUCER]

\_\_\_\_\_  
An Authorized Representative

\_\_\_\_\_  
An Authorized Representative

Print Name:

\_\_\_\_\_  
Social Security Number or Federal ID:

\_\_\_\_\_

