

SYNCHRONIZATION AND MASTER USE LICENSE

1. This synchronization and master recording license ("License") is made and entered into as of _____ by _____ and between _____ ("Licensor") and _____ ("Producer"). For purposes of this License, the terms shall be defined as follows:

- (a) Production: That certain audio-visual production currently entitled _____ [name of production]
- (b) Composition/
Recording:
- (c) Artist:
- (d) Publisher: (name of publisher), (perf rights affiliation), (%
authorship)
- (e) Composer:
- (f) Fee:
- (g) Territory:
- (h) Licensed Media:
- (i) Term:
- (j) Usage / Duration: [All uses/Main and Ends/body of show/etc...]
[Up to full duration/ X amount of time
(:30seconds/:60/:90/etc...)]

2. In full and final consideration of the Fee, receipt of which is hereby acknowledged by Licensor, Licensor grants to Producer the following irrevocable and non-exclusive rights with respect to the Recording and Composition:

- (a) to record and/or re-record a performance(s) of the Recording and Composition for use in and as part of the Production;
 - (b) to use, in the manner herein above defined as Usage, a recording(s) of such performance(s) of the Recording and Composition not in excess of the Duration, in synchronization or timed relation with the Production;
 - (c) to perform the Recording as incorporated in the Production throughout the Territory in the Licensed Media;
 - (d) to license, distribute, use and otherwise exploit the Recording and Composition as incorporated in the Production in the Licensed Media, throughout the Territory; and
 - (e) to record, use, perform, distribute and otherwise exploit the Recording or Composition or any portion(s) thereof for the purpose of advertising, publicizing or otherwise promoting the Production and/or the exhibitors thereof by any and all means including without limitation, audio-visual trailers, commercials, promotions and advertisements, in any and all medium or forum whether now known or hereafter devised.
3. The License granted herein does not include the right to i) use the title of the Composition as the title of any production, or ii) use the story of the Composition as the subject of the Production.
4. Licenser represents and warrants that it has the full legal right, power and authority to grant the license granted herein; that the exercise by Producer of the rights granted herein will not infringe upon or violate the copyright or any other rights of any person or entity nor subject Producer to any obligation or liability whatsoever not specifically set forth in this License; and that the public performance rights for the Composition, are available for license through ASCAP, BMI or SESAC, or may be separately acquired from Licenser for a reasonable or customary license fee. Producer acknowledges and agrees that the public performance of the Composition as incorporated in the Production shall be subject to the condition that Producer or the exhibitor(s) of the Production obtain and pay for any public performance licenses necessary in connection with the exploitation of the rights granted herein. Notwithstanding the foregoing, the rights granted herein include the right to publicly perform the Composition as incorporated in the Production and/or the advertising and promotion thereof, as well as on Producer's proprietary websites.
5. Licenser shall indemnify, defend and hold Producer, its parent and affiliated companies, its and their licensees, successors and assigns, and each of its and their officers, agents and employees harmless from all liabilities or losses, including, without limitation, reasonable attorney's fees, arising out of any claims, lawsuits or judgments, whether threatened or actual, fixed or contingent, known or unknown, arising out of the breach by Licenser of any representation, warranty or covenant of Licenser under this License.

6. Producer shall be under no obligation to actually use the Recording or Composition.
7. The rights granted herein shall inure to the benefit of Producer, its licensees, successors and assigns.
8. Licensor agrees that in the event of a breach of this License or any dispute with respect thereto, Licensor shall be limited to Licensor's remedy at law for damages, if any, and in no event shall Licensor be entitled to rescind the rights granted herein, restrain or enjoin the production, distribution, exhibition or exploitation of any motion picture, television production (including, without limitation, movies-for-television, television mini-series and television series, whether produced for exhibition on network television, free over-the-air syndicated television, pay cable, basic cable, pay-per-view, or otherwise) or any other production (including, without limitation, home video productions), or otherwise be entitled to any injunctive or other equitable relief.
9. This License constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether oral or written, with respect to use of the Recording and Composition in the Production and the advertising and promotion thereof. Any additions or changes in this License shall be valid only if set forth in writing and signed by the parties.

LICENSOR:

[name of Licensor]

By: _____

Its: _____

PRODUCER:

[name of Licensor]

By: _____

Its: _____