

RIGHTS MANAGED MUSIC LIBRARY ANNUAL AGREEMENT

LICENSE NUMBER:

This Agreement is made this DATE by and between RIGHTS MANAGED COMPANY NAME & complete address (hereafter referred to as MUSICCO), and LICENSEE located at complete address (hereafter referred to as LICENSEE).

Whereas, MUSICCO is the owner or administrator of certain rights in and to the musical compositions and sound recordings (hereafter referred to as COMPOSITIONS) in the MUSICCO MUSIC LIBRARY and / or music represented by MUSICCO (hereafter referred to as the LIBRARY), as listed in Exhibit "A".

Whereas, MUSICCO desires to license the COMPOSITIONS in the LIBRARY for the purpose of synchronization with LICENSEE's productions.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, MUSICCO HEREBY GRANTS TO LICENSEE THE FOLLOWING RIGHTS:

1. The non-exclusive right, license and authority to synchronize and embody those COMPOSITIONS within the LIBRARY with LICENSEE's productions, to make copies of such embodiments and to distribute such copies throughout the TERRITORY (as defined in paragraph 2 below) subject to the terms and conditions of this Agreement. LICENSEE may continue to distribute such copies in perpetuity, even after termination of this Agreement, so long as the production is not altered in any way (either its audio or visual parts) and provided it embodies the COMPOSITIONS in the manner set forth in paragraph 4 herein.

2. The TERRITORY covered by this Agreement is TERRITORY.

3. The Term of this Agreement is for a period of **NUMBER OF Year(s)**, commencing on the **START DATE and ending on the END DATE**.

This Agreement shall automatically be extended for consecutive periods under the same terms and conditions unless terminated by either party by written notice given to the other party no less than ten (10) days prior to the expiration of the current period.

4. LICENSEE agrees that use of the productions embodying such COMPOSITIONS from the LIBRARY will be limited to the following clearance(s):

RESTRICTIONS ON THE USE ARE LISTED HERE

Productions requiring any clearances other than those *noted above* must be licensed separately from this Agreement at the prevailing rate card rates. License application forms will be supplied upon request. LICENSEE acknowledges that any further or different unlicensed uses of the COMPOSITIONS in the LIBRARY represents a breach in the terms of this Agreement and an infringement of MUSICCO's copyrights.

5. LICENSEE agrees to pay MUSICCO for the rights granted herein the sum of **NUMBER Dollars (\$ 9999) CURRENCY** payable as follows: **PAYMENT TERMS**

If at any time LICENSEE's account becomes past due by more than ninety (90) days, and after notice of such status by MUSICCO, MUSICCO may, at its sole discretion, and in addition to any other remedies that MUSICCO may be entitled to, enlist a third party to collect monies due hereunder and LICENSEE will be responsible for any and all reasonable legal or collection fees incurred by MUSICCO, in addition to any other monies MUSICCO may be entitled to under the provisions of the law.

6. This Agreement is not valid until (a) it has been signed and returned to MUSICCO and (b) MUSICCO receives all payments as provided in Paragraph 5. LICENSEE, by exercising its non-exclusive right, license and authority to synchronize and embody COMPOSITIONS within the LIBRARY with LICENSEE's productions, accepts the terms of this Agreement and agrees to be bound by them.

7. MUSICCO shall make available to LICENSEE the COMPOSITIONS in the LIBRARY in the form of compact disc (CD) recordings, and any CD updates as listed in EXHIBIT "A", which are **on loan** to LICENSEE during term hereof. MUSICCO may also permit LICENSEE to download COMPOSITIONS from the MUSICCO Web site (www.MUSICCOMusic.com) or from MUSICCO's licensed online distributors. Upon termination of this Agreement, all CDs must be returned in good condition within thirty (30) days, to MUSICCO at LICENSEE's expense. LICENSEE agrees to reimburse MUSICCO in the amount of One Hundred US Dollars (\$100.00) for each missing or damaged CD. Any temporary copies of the COMPOSITIONS made by LICENSEE during the course of normal production or through download from the MUSICCO Web site must be destroyed. Copies of the COMPOSITIONS that are stored on any computers, hard drives, discs or any other electronic storage media must be deleted immediately upon termination of this Agreement.

8. It is LICENSEE's obligation to supply MUSICCO with a completed CUE SHEET for each production that will be publicly performed (whether Broadcast or Theatrical) that details all music cues used in the production. CUE SHEETS are available from MUSICCO and must be submitted to MUSICCO in a timely way.

9. The LIBRARY is provided in accordance with the terms and conditions of this Agreement to LICENSEE solely for the purpose of synchronizing COMPOSITIONS therefrom in timed relation with LICENSEE's productions and presentations. LICENSEE agrees that it shall not make any copies of the COMPOSITIONS other than for LICENSEE's use as permitted by this Agreement. LICENSEE shall not sell, lease, lend, give, physically convey, or otherwise transfer, the MUSICCO compact discs or recordings therefrom, to any person, firm, corporation or entity without MUSICCO's prior written consent.

10. MUSICCO represents and warrants that it has the full right, power and authority to make this Agreement and grant the rights granted herein. Other than such limited rights of synchronization and uses designated in Paragraph four (4) herein, MUSICCO reserves to itself all rights and uses of every kind and nature whatsoever in and to the LIBRARY including, without limitation, the mechanical and all performing rights. All other rights or uses shall be negotiated separately with MUSICCO. With respect to the performing rights, LICENSEE shall negotiate directly with MUSICCO or with the appropriate performing rights society.

11. In the event that LICENSEE violates this Agreement or breaches any of its covenants contained herein, LICENSEE, upon written notice from MUSICCO, shall have a period of thirty (30) days to cure such claim. If claim is not resolved during such period, the Agreement hereunder may be terminated at MUSICCO's sole discretion. MUSICCO shall thereafter be under no obligation to license to LICENSEE the use of the LIBRARY or any COMPOSITIONS contained therein for any purpose whatsoever. In addition to any other remedy available to MUSICCO,

should LICENSEE be unable to cure such claim during the 30 days, MUSICCO shall thereupon be entitled to seek an injunction to enjoin LICENSEE from any **new** use of said LIBRARY produced before or after notification of breach.

12. Based upon LICENSEE's full and complete performance under this Agreement, MUSICCO agrees to indemnify LICENSEE and hold it harmless from and against any and all losses and damages including reasonable attorney's fees incurred as a result of a breach of MUSICCO 's duties, obligations, representations and warranties hereunder. LICENSEE agrees to indemnify MUSICCO and hold it harmless from and against any and all losses or damages including reasonable attorney's fees incurred as a result of any breach of LICENSEE's duties, obligations, representations and warranties hereunder.

13. This Agreement shall be governed by and construed in accordance with the Laws JURISDICTION and the jurisdiction of any dispute hereunder shall be with the courts of JURISDICTION.

14. This Agreement constitutes the entire agreement of the parties hereto and may not be amended except by an agreement in writing executed by the parties hereto.

The parties have duly executed this Agreement by the authorized signatures below.

MUSICCO MUSIC

Signing Authority
Title / Position

LICENSEE

By: _____
Name: Signing Authority
Title: Title / Position

PLEASE SIGN AND RETURN IMMEDIATELY TO:

EXHIBIT A

To the Agreement between MUSICCO and LICENSEE dated DATE

LIST OF COMPACT DISCS / HARD DRIVES / MUSIC TRACKS INCLUDED UNDER THIS AGREEMENT

This list may be amended during the term of the Agreement, upon the mutual consent of both Parties, to include UPDATE MUSIC which may be issued during the Term. Acceptance of the UPDATE MUSIC by Licensee acknowledges the amendment of this list.

List is provided here of licensed Music / CDs / Hard Drive as required