

A GOOD DEAL FOR ARTIST /SONGWRITER/PRODUCER INVOLVING MUSIC FOR A NATIONAL COMMERCIAL CAMPAIGN

This is an example of a great deal for the talent, a fellow who was commissioned to perform, write and produce a track for a beer commercial. The reasons that this is pro-talent agreement are set forth in the commentary.

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SYNCHRONIZATION & MASTER USE LICENSE

DATE: As of November 3, 2014

LICENSOR: _____

LICENSEE: _____ LLC (“Agency”), as agent for [a beer company] (“Licensee”)

COMPOSITIONS: “_____ Demo 3A _____” and “_____ Demo 5A _____”, including,

without limitation, the music, lyrics, arrangements, and title thereof.

MASTER: The master recording of the Composition by _____, including, without limitation, the performances embodied on such master recording

MATERIALS: One x :30 and one x :15 TV commercials tentatively entitled “_____”, and any lifts, edits and versions thereof advertising Licensee and its products and services

TERRITORY: North America and its respective territories, commonwealths, and possessions; with respect to the Internet, the Territory shall be Worldwide

It’s a good thing that the license is limited to North America leaving the writer completely free to enter into any other deal for the rest of the world.

PERMITTED MEDIA: All media

LICENSE FEE: \$10,000.00 USD, the receipt of which is hereby acknowledged.

The fee for the demo was \$2000 so the writer received a total of \$12,000. Not too shabby for a one year license.

LICENSE FEE FOR OPTION TERM, IF ANY

\$10,000.00 USD, which must be exercised prior

to the expiration of the Initial Term.

INITIAL TERM:

Commencing on the date hereof and ending one (1) year from the first airdate of the Materials

OPTION TERM:

Licensee shall have the option to extend the Term for an additional consecutive one year period.

EXCLUSIVITY:

During the Term and Option Term, if any, Licensor shall not permit or authorize the use of the Master in advertising or publicity on behalf of malt beverages and hard ciders

This is very good: It means that the Writer can do any other deal he wants for the music with only one exception – license the music for other beer commercials or “hard cider.”

CREDIT:

Licensee will cause Licensor to receive a visible credit as the writer and performer will cause Licensor to receive a visible credit as writer and performer of the music in any webpage including YouTube associated with the spots; and will enable viewers to see such credit if they use Shazam or a similar App in connection with the spots.

OTHER TERMS:

For good and valuable consideration, Licensor hereby grants to Licensee a license to reproduce and use the Composition and the Master, edited or altered as Licensee sees fit, and any portions thereof, in any manner in the Materials and to exhibit, broadcast, publicly perform and otherwise use the Materials, as frequently as Licensee shall determine, in the Permitted Media throughout the Territory during the Term and Option Term, if any. In addition, Licensee and Agency may retain file copies of the Materials for use, during and after the Term and Option Term, if any, in any manner or media anywhere in the world, as frequently as Licensee and/or Agency shall determine, at sales meetings and for intra company, research, file, reference, publicity, (including, without limitation, on Agency’s “reel” and website) and award purposes. In the event that any use of the Composition and the Master hereunder is in a medium/venue that does not have a public performance license from Licensor or an organization such as ASCAP or BMI to which Licensor belongs, this agreement shall be deemed to constitute a public performance license for such use for no additional compensation.

The license contemplates that the Writer will receive 100% of public performance royalties from his PRO, ASCAP, BMI or SESAC.

Notwithstanding any provision of this agreement, Licensee shall be under no obligation actually to create or use the Materials or to make any use of the Composition or the Master, it being understood that

Licensee's sole obligation to Licensor hereunder is to pay the License Fee in accordance with the terms hereof.

Licensor's rights and remedies in the event of a breach or alleged breach of this agreement or any term hereof by Licensee shall be limited to Licensor's right, if any, to recover damages in an action at law and in no event shall Licensor be entitled by reason of any breach or alleged breach to enjoin, restrain, or seek to enjoin or restrain, the use, distribution, or other exploitation of the Materials.

Licensor represents and warrants that it has the sole and unencumbered copyright in the Composition and the Master and the sole and unencumbered right to grant the rights granted to Licensee under this agreement (including, without limitation, the right to use vocal and any other performances embodied on the Master); that there are no third-party samples contained in the Master; and that the exercise of rights granted herein will not violate the rights of any third party or cause Licensee to incur any additional fees. Accordingly, Licensor shall defend, indemnify and hold Licensee, Agency and those working for them or on their behalf harmless from and against any and all claims, losses, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees, arising out of or resulting from a claimed breach of any of Licensor's representations, warranties or agreements hereunder.

Licensor agrees that Licensor will not disclose any trade secrets or confidential information of Licensee (i.e., information that is not publicly available) to any third parties, including, but not limited to, any content of any advertising that Licensee has not yet released and any terms of this agreement.

This agreement constitutes the entire understanding between the parties hereto regarding the subject matter hereof and cannot be altered or waived except by a writing signed by both parties. No waiver by either party of the breach of any term or condition of this agreement shall constitute a waiver of, or consent to, any subsequent breach of the same or any other term or condition of this agreement. This agreement may be executed in separate counterparts each of which when so executed shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this agreement by facsimile or other commonly used electronic means (such as PDF by email) shall be effective as delivery of manually executed counterpart of this agreement. This agreement shall be governed by the laws of the State of New York without regard to the conflict of laws rules or principles which would result in the application of the law of any jurisdiction. Any controversies or disputes arising out of or relating to this Agreement shall be resolved exclusively in either the state or federal courts located in the County of New York, and the parties hereby consent to the jurisdiction of such courts.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto, as of the date first above written.

LICENSOR

LICENSEE

By: _____

By: _____
Authorized Officer

Email

Phone Number

