

FAIR BUT NOT GREAT SYNC LICENSE MUSIC IN A MADE FOR TV MOVIE

In this synch license, the writer granted a non-exclusive rights to a production company to use an excerpt of a song he wrote 20 years earlier in a made-for-TV movie on a Pay TV service. He received \$12,000, and the company received the right to distribute the movie, including his music, in all media throughout the world in perpetuity. The writer reserved the right to collect 100% of the public performance royalties including both the writer and publisher's share. Note, this license did not include a master-use. In this case, the company re-recorded the song rather than using the original master. If they wanted to use the original master, they probably would have had the owner of the master recording another \$12,000 MFN.

This is just an "okay" deal because the writer got a decent, but not great sync fee, and kept his right to performance rights royalties. It would have been great if the fee had been a lot more.

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MUSIC SYNCHRONIZATION LICENSE

This Music Synchronization (this "**Agreement**") is entered into as of May 8, 2011 by [Pay Television Service] (the "**Licensee**"), and by [Songwriter] (the "**Licensor**") and shall confirm the terms according to which Licensee may use a musical composition composed by Licensor in a film titled "_____" (the "Program"):

<u>Musical Composition</u>	<u>Use</u>	<u>Timing</u>
"_____"	Visual Vocal	1:36

1. **Territory.** The territory covered by this License is worldwide.
2. **Term.** This License is granted in perpetuity, commencing from the date of first public exhibition, broadcast or transmission of the Program.
3. **Grant of Rights.** Licensor hereby grants to Licensee the non-exclusive right to use the Composition in the soundtrack of the Program, in trailers and television and radio spots and in the advertisement, promotion, publicity and exploitation thereof, subject to the terms and conditions set forth herein. Licensor gives and grants to Licensee the non-exclusive and irrevocable right and license to record, dub and edit the Composition in synchronization or time-relation with the Program, to copy the Composition in any form, including but not limited to, negatives, prints and/or tape and to publicly distribute, exploit, market, perform, broadcast, transmit and exhibit the Composition as embodied in the Program, perpetually, throughout the territory, in all media by any means or methods now known or hereafter devised excluding Theatrical, (including,

without limitation, pay television, free television, home video, Internet, mobile devices and non-theatrical distribution) worldwide.

4. Payment. In consideration of the license and rights granted herein for the Composition used in the soundtrack of the Program, Licensee shall pay to Licensor the aggregate amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) if and only if the Composition is included in the Program.

5. Clearance. Licensee shall be responsible for obtaining appropriate performance licenses and shall make all payments required to be made in connection with Licensee's use thereof.

In this sentence, the writer preserves his right to collect public performance royalties.

Licensor agrees to inform Licensee if the permission of any other person in connection with this License is required. Should Licensee be required or desire to obtain the consent of any persons whose performances are embodied in the Composition, Licensor agrees to obtain such permission and deliver same to Licensee. Licensor's failure or inability to provide Licensee with such consents in a timely manner shall give Licensee the option of terminating this License.

6. Home Video. The home video rights granted under section 3, above, shall include the right to fix the Composition, as synchronized in the Program, in any manner, medium or form, whether existing now or in the future, including, without limitation, in audiovisual devices (including, without limitation, video cassettes, video discs and other audiovisual devices) ("devices") and to utilize such devices for any and all purposes, uses and performances, whatsoever and to sell, lease, license or otherwise make such devices available to the public as devices intended primarily for non-commercial home use, or otherwise.

7. Reserved Rights. Notwithstanding anything contained in this License to the contrary, Licensee hereby acknowledges and agrees that this License does not grant to Licensee the right to include the Composition or any part thereof in any soundtrack phonograph record album (whether disc form, prerecorded tape form or otherwise) or in any other phonograph record, without Licensor's prior written approval thereof.

8. Representations and Warranties. Licensor represents and warrants that Licensor owns or controls One Hundred Percent (100%) of the composition and has the full right, power and authority to enter into and fully perform this License and to grant the rights granted herein; that the consent of no other person, firm or corporation is required to grant such rights; that there are no outstanding liens, encumbrances, nor any claims or litigation, either existing or threatened, which may in any way interfere with,

impair or be in derogation of the rights herein granted to Licensee; and that Licensee's use of the Composition will not infringe the rights of any person, firm or corporation.

9. Indemnification. Licensor assumes liability for, and shall indemnify, defend, protect, save and hold harmless Licensee and their partners, distributors, assigns and employees and agents of the foregoing (the "Licensee's Indemnified Parties") from and against any claims, actions, losses, penalties, expenses or damages (including, without limitation, legal fees and expenses) of whatsoever kind and nature imposed on, incurred by or asserted against any of the Licensee's Indemnified Parties arising out of any breach or alleged breach by Licensor of any representation, warranty or covenant made, or obligation assumed, by Licensor pursuant to this Agreement. The provisions of this section 9 shall apply, without limitation, to claims brought by Licensee against Licensor.

10. No obligation to Use the Composition. Nothing contained herein shall obligate Licensee to actually use the Composition in the soundtrack of the Program or in connection with the exploitation of Licensee's rights in the Program

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12. Entire License. This License constitutes the entire agreement between Licensor and Licensee and cannot be modified except by a written instrument and signed by the parties hereto.

13. Applicable Law and Jurisdiction. This License shall be governed by and interpreted in accordance with the laws of the State of New York applicable to agreements made and fully to be performed therein, and Licensor consents to the exclusive jurisdiction of the courts of the State of New York and the federal courts located in New York.

14. Severability. Nothing contained in this License shall be construed so as to require the commission of any contrary to law, and wherever there is conflict between any provision of this License and any statute, law, ordinance, order or regulation, or collective bargaining agreement or agreement binding on the parties hereto, contrary to which the parties have no legal right to contract, such statute, law provided, that in such event the provision of this License so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement, and no other provisions of this License shall be affected thereby, and all such other provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above specified.

LICENSOR

LICENSEE

By: _____

By: _____