

MUSIC LICENSING AGREEMENT

This Music Licensing Agreement (the "**Agreement**") is entered into on _____ (the "**Effective Date**") by and between:

LICENSOR:

LICENSEE:

(the "**Licensor**"),

(the "**Licensee**"),

Name: _____

Name: _____

Address: _____

Address: _____

Representative: _____

Representative: _____

Email/Phone number: _____

Email/Phone number: _____

SUBJECT OF THE AGREEMENT. Under this Agreement, the Licensor grants the Licensee a license subject to the following terms and conditions:

Type of license: The Licensor grants the Licensee the: *(choose one in each row)*

- non-exclusive / exclusive,
- worldwide / limited by territory,
- perpetual / fixed-term

license (the "**License**") to use the following musical composition(s) (the "**Composition(s)**") subject to the restrictions set forth in this Agreement: *(fill all that apply)*

1. _____
_____.
2. _____
_____.
3. _____
_____.
4. _____
_____.
5. _____
_____.
6. _____
_____.

Territory: The License granted hereunder is:

limited to the use of the Composition(s) in _____
_____,
unless otherwise agreed upon in writing by the Parties.

worldwide, without any territorial limitation to the use of the Composition(s).

Term of the License. The License is granted for:

a period of _____ starting from the date of
_____.

an unlimited period.

Rights granted: The License granted hereunder includes the following rights regarding the Composition(s) subject to the limitations set forth in this Agreement (the "**Rights Granted**"): *(choose all that apply)*

Reproduction: The right to make copies of the Composition(s).

Distribution: The right to distribute copies of the Composition(s).

Performance: The right to publicly perform the Composition(s).

Synchronization: The right to synchronize the Composition(s) with visual images in a film, TV show, or commercial.

Sampling: The right to use a portion of existing Composition(s) in a new composition.

Translation: The right to translate the lyrics of the Composition(s) into a different language.

Broadcast: The right to broadcast the Composition(s) on radio or television.

Background music: The right to use the Composition(s) as a background in films, TV shows, or commercials.

Theatrical: The right to use the Composition(s) in a live theatrical production.

Video games: The right to use the Composition(s) in video games.

Sampling exclusion: The right to exclude the use of specific elements of the Composition(s) from sampling.

Remix: The right to create a new version of the Composition(s) by altering, re-arranging, or modifying the original recording or composition.

According to this Agreement, the Licensee has: (*choose one*)

- no right to issue the sublicense to the third parties regarding the usage of the Composition(s), which are subject to the present Agreement.
- the right to issue the sublicense to the third parties regarding the usage of the Composition(s), which are the subject of the present Agreement with the Licensor's prior written consent.

PAYMENT TERMS AND PROCEDURE. For the use of the Composition(s) in accordance with the terms of this Agreement and the following provisions, the Licensee undertakes to pay the Licensor: (*choose one*)

- a royalty (the "**Royalty**") of _____% on all net gross revenues derived from the use of the Composition(s) under this Agreement.

The Licensee shall pay to the Licensor the Royalty due under this Agreement within _____ days after the end of each month quarter year (the "**Due Date**") during the term of this Agreement.

The Licensee shall provide the Licensor with a Royalty calculation report payable under this Agreement along with the above mentioned payment. The report shall include a detailed accounting of all net gross revenues derived from the use of the Composition(s) during the relevant month quarter year, as well as any third-party fees, taxes, and actual out-of-pocket expenses incurred by the Licensee in connection with such use.

- a one-time fee of \$ _____ (the "**Payment**"). The Payment should be made on the date of _____ (the "**Due Date**").

- a regular fee of \$ _____ (the "**Payment**"). The Payment should be made: (*choose one*)

monthly. The payments are due within _____ days after the end of each month (the "**Due Date**").

quarterly. The payments are due within _____ days after the end of each quarter (the "**Due Date**").

annually. The payments are due within _____ days after the end of each year (the "**Due Date**").

All payments shall be made on or before the Due Date by _____
_____(Cash/Check/ACH/PayPal/etc.)

- Late payment:** If the Licensee fails to make any fee due under this Agreement within _____ days after the Due Date, the Licensor shall be entitled to charge interest on the unpaid amount of _____ per day month or at the maximum rate permitted by law, whichever is less.

Taxes: The Licensors Licensee shall be responsible for all taxes related to the License, including sales tax, use tax, and other applicable taxes.

OBLIGATIONS OF THE PARTIES

- **Licensee's obligations:** The Licensee is solely responsible for obtaining all permissions, consents, and licenses necessary to use the Composition(s) in accordance with the terms of this Agreement. The Licensee shall comply with all applicable laws, regulations, and industry standards connected with the use of the Composition(s). The Licensee shall not infringe third-party rights, including intellectual property rights while using the Composition(s) under this Agreement.
- **Licensors' obligations:** The Licensors represent and warrant that the Composition(s) do not infringe the intellectual property rights of any third party. The Licensors shall provide the Licensee with any information that may be reasonably requested by the Licensee for the use of the Composition(s) under this Agreement.
- **Joint obligations:** The Parties shall cooperate in good faith to promote and market the Composition(s) in such a way as to maximize their commercial potential. The Parties shall consult with each other on all material aspects of the use of the Composition(s), including the use of the Composition(s), along with any advertising, marketing, or promotional campaign.

WARRANTIES AND REPRESENTATIONS. The Licensors represent and warrant being the sole and exclusive owner of the Composition(s) and possessing full right, power, and authority to grant the License to the Licensee.

The Licensors represent and warrant that the Composition(s) is/are free from any claims, liens, encumbrances, and adverse rights or interests.

The Licensors further represent and warrant that all relevant information regarding the Composition(s) has been disclosed to the Licensee.

LIABILITY AND INDEMNIFICATION. The Licensors shall not be liable for any indirect, special, punitive, or consequential damages arising out of or in connection with the use of the Composition(s) by the Licensee under this Agreement.

The Licensors shall indemnify and hold the Licensee harmless from and against any claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or in connection with any breach of the Licensors' warranties or representations. The obligation of the Licensors to indemnify and hold harmless the Licensee shall be limited to the actual damages suffered by the Licensee as a result of any breach of the Licensors' warranties or representations.

The Licensee shall indemnify and hold the Licensors harmless from and against any claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of any breach of the Licensee's obligations hereunder or any claim that the use or exploitation of the Composition(s) by the Licensee infringes the intellectual property rights of any third party.

Either Party shall promptly notify the other Party of any claim or action asserted against the Licensor in connection with the use of the Composition(s), and the other Party shall have the right to control the defense of any such claim or action.

TERMINATION OF AGREEMENT. This Agreement shall commence on the Effective Date and continue until the date of _____ unless otherwise agreed by the Parties under the terms of this Agreement.

Either Party may terminate this Agreement at any time by giving the other Party _____ days prior written notice.

Upon termination of this Agreement, the Licensee shall immediately cease all use of the Composition(s) and return or destroy all copies of the Composition(s).

NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered personally or sent by registered mail, return receipt requested to the address or emails set forth in the opening paragraph or to such other address as one Party may have furnished to the other in writing.

Either Party may change its registered mail or email address for receipt of notices by giving written notice to the other Party. Notices shall be deemed received on the day of delivery if sent by hand or courier service or on the _____ business day from the date of posting if sent by registered mail or email.

CONFIDENTIALITY. The Parties agree to keep all information disclosed during this Agreement confidential and not to share such information with any third party unless required by law. The Parties agree not to use the confidential information for any purpose other than what is necessary to fulfill their obligations under this Agreement. This confidentiality clause shall survive the termination or expiration of this Agreement.

GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of _____, and any disputes arising out of or in connection with this Agreement shall be exclusively resolved by the courts of the State of _____.

FORCE MAJEURE. Neither Party shall be liable for any failure to perform or delay in performing the obligations under this Agreement if such failure or delay is caused by events of force majeure, including but not limited to acts of God, war, terrorism, strikes, lockouts, labor disputes, pandemics, epidemics, governmental regulations, or any other similar cause beyond the reasonable control of the affected Party.

In the case of force majeure, the affected Party shall immediately notify the other Party in writing and provide the other Party with reasonable evidence of the delay or inability to perform the obligations. The Party affected by force majeure shall endeavor to mitigate the consequences of such circumstances and resume the performance of obligations as soon as possible after the circumstances cease to exist.

If the force majeure circumstances last more than _____ days, either Party may terminate this Agreement by giving written notice to the other Party. In this case, neither Party shall be liable for any damages arising from the termination of this Agreement.

SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

WAIVER. The failure of any Party to enforce a particular provision of this Agreement shall not constitute a waiver of their right to enforce that provision in the future.

ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the Parties and supersedes all prior or contemporaneous agreements, understandings, negotiations, or discussions, whether oral or written, relating to the subject matter of this Agreement. Any amendments or modifications to this Agreement must be in writing and signed by both Parties.

BINDING EFFECT. This Agreement shall be binding upon the Parties and their respective successors and assigns. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

ADDITIONAL TERMS: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Licensor's Name and Signature: _____

Licensee's Name and Signature: _____