

### Music Synchronization License [Sample]

For and in consideration of Producer's agreement to pay a license fee in the sum of \$\_\_\_\_\_ and other good and valuable consideration to the undersigned publisher (CalvinWorks Publishing (ASCAP) "Publisher"), Publisher hereby grants to the producer, Fred Film Works, Inc., and its successors, assigns, and licenses (herein referred to as "Producer"), the nonexclusive, irrevocable right, license, privilege and authority to:

(a) Record the musical composition identified below (including the music and/or lyrics thereof in any arrangement, orchestration or language), but only in the synchronization or timed relation with the motion picture identified below;

(b) Make any number of copies of said recordings;

(c) Sell, license, distribute, subdistribute, export, and import said recordings and/or copies from and into any country or territory throughout the universe; and

(d) Perform said musical composition throughout the universe but only in synchronization or timed relation with the motion picture identified below, upon and subject to the terms and conditions set forth below:

1. The musical composition covered by this license is:

Composition: Fred's Nightmare  
Publishers share: 100% world

2. The present working title of the motion picture with which said recording will be used is *Fred's Nightmare*. As used herein, the term "motion picture" refers to said motion picture and all versions thereof now or hereafter in existence, whether in English or foreign language, television, or any other form, (but not including remakes or sequels), and trailers, promotional films, television and radio spots, clips and excerpts of said motion picture or any version thereof.

3. The territory covered by this license is the universe.

4. The music publishing company designated for the musical composition will be CalvinWorks Publishing (ASCAP). CalvinWorks Publishing will own 100% of all worldwide music publishing rights for the Score as described herein. Producer agrees to specify Calvin Composer (ASCAP) as 100% writer and CalvinWorks Publishing (ASCAP) as 100% publisher for all music composed by Calvin Composer on performing rights cue sheets. Producer agrees to prepare accurate performing rights cue sheets and file with ASCAP and provide a copy to Composer no later than 30 days after the sound mix of the film.

5. This license shall remain in full force and effect for the duration of all copyrights in said musical composition, including any renewals and extensions without Producer having to pay any additional consideration thereof.

6. The recording rights granted in (a) above may be exercised by any and all means, methods, and systems of recording sound in synchronization or timed relation with motion pictures, whether now known or hereafter devised.

7. Publisher warrants that it has the right to grant this license, that it owns and controls one hundred percent (100%) of the right, title and interest in and to said musical composition and that the use of said musical composition hereunder will not violate the rights of any third party. Publisher shall indemnify costs, losses, damages and expenses (including reasonable attorneys fees) arising out of any breach or failure of any warranties or covenants made by Publisher herein.

8. Subject only to the rights herein above granted to Producer, all rights of every kind and nature in said musical compositions are reserved to said Publisher, together with all rights of use thereof. However, in no event shall Producer have less rights than a member of the public would have in the absence of this license.

9. No failure by Producer to perform any of its obligations hereunder shall constitute a breach of this license, unless Publisher has given Producer written notice of such non-performance and producer fails to cure such non-performance within thirty (30) days of its receipt of such notice.

10. Publisher's rights and remedies in the event of a breach of this license shall be limited to Publisher's right, if any, to recover damages in an action at law.

11. Producer agrees to give credit to the composer, full card in the main titles to read:

Music Composed and Conducted By  
Calvin Composer

12. Producer agrees not to manufacture or distribute sound recordings (including soundtrack albums, promotional CDs, and any and all methods of sound recording) separately from actual positive prints of the motion picture and directly integrated media (such as digital recordings to be used in theaters as part of a theater's digital sound reproduction system).

13. This license shall be governed by and subject to the laws of the State of California applicable to agreements made and to be wholly performed therein.

14. This license is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

15. This represents the entire agreement between Producer and Publisher with regard to said musical composition.