

Licensee's Name
Address
City, State, Zip

Music License: MASTER USE LICENSE AGREEMENT

DATE: _____

Licensor
Licensor's Address
Licensor's Address

RE: Master Use License Agreement.

Dear Licensor

This is a letter to confirm the agreement between you (the "Licensor") and me (the "Licensee") regarding our use of your sound recording master(s) in *PRODUCERS NAME* television program/series entitled: *TITLE* (working title) (the "Program/Series").

1. A. Master(s). For the purpose of this Agreement, the "Master(s)" shall mean the master sound recording(s) entitled "*SONG TITLE(S)*", performed by *PERFORMERS*, which Master(s) are owned and controlled by Licensor.

B. Market _____

C. Territory _____

D. Term _____

2. Licensed Use of the Master(s). Licensor grants to Licensee the irrevocable non-exclusive right and license to use the Master(s) in and in connection with the Program/Series in any and all media whether now known or hereafter devised, in the Market and Territory for the Term, in any and all languages, as well as in advertising, publicity, and promotion of the Program/Series.

3. Nature of Use. The Licensee may use the Master(s) for *BACKGROUND, FEATURE, THEME, CONCERT, UNDER CREDITS* purposes; not to exceed approximately *TIME* in length. The Licensee may use the Master(s) in whole or in part, edited or otherwise modified in Licensee's sole discretion.

4. License Fee. For all rights granted and licensed in this Agreement, and provided the Master(s) are included in the final edited version of the Program/Series as initially broadcast, Licensee shall pay to Licensor the sum of \$*AMOUNT* e.g. "*One dollar and other good and valuable consideration*", payable to *NAME*, receipt of which is hereby acknowledged. No further amounts shall be payable by Licensee to Licensor in connection with the Licensed Use.

5. Credit. Provided the Master(s) are included in the final edited version of the Program/Series as initially broadcast, Licensor shall receive credit (in each case in which screen credits for music are included in the Program/Series), substantially as follows:

CREDIT

Subject to the foregoing, all other characteristics of such credit or any other credit shall be determined by Licensee in its sole discretion. No casual or inadvertent failure by Licensee to comply with the credit requirements set forth above, nor any failure by third parties to so comply, shall constitute a breach of this Agreement by Licensee.

6. Delivery Requirements. Licensor shall deliver a CD or DAT mix of the Master(s) to Licensee on or before *DATE*.

7. Miscellaneous. Licensor represents and warrants that:

a) It exclusively owns or controls all copyright in and to the Master(s) and that it owns or controls all other rights necessary to enter into and to fully perform this Agreement, and that no consents or releases from any person(s), or of any third person or entity are or will be required. Licensee's use of the Master(s) and the inclusion of the same in the Program will not violate any rights of any kind or nature whatsoever of any person, firm, corporation, association, society or other entity.

b) Licensor agrees to indemnify and hold harmless Licensee and any person claiming under Licensee, and the officers, directors, shareholders and employees thereof, and Licensee's licensee, affiliates, distributors and assigns from and against any liabilities, losses, claims, demands, costs (including without limitation reasonable attorneys' fees) and expenses arising in connection with any breach or alleged breach by Licensor of this Agreement or of any of the above representations or warranties.

8. Name and Likeness. Licensee shall have the right to publish, advertise, announce and use in any manner or medium, the name, sobriquet, biography and photographs or other likenesses of Licensor in connection with any exercise by Licensee of its rights hereunder.

9. Additional Terms.

a) Nothing herein requires Licensee to use the Master(s) in the Program/Series.

b) All rights in and to the Program/Series shall be owned solely by Licensee, and Licensor shall have no rights therein.

c) Licensee may assign its rights and obligations hereunder as it deems appropriate.

d) This License Agreement constitutes the entire agreement and complete understanding of the parties, and cannot be modified except by a written instrument signed by Licensee and Licensor. All prior or contemporaneous promises, understandings and agreements, oral or written, are merged into and included in this written instrument. No officer, employee, or representative of Licensee has made any representation or promise, express or implied, in connection with this agreement or the subject matter hereof which is not contained herein.

If the above is acceptable, please sign where indicated below.

Sincerely,
LICENSEE

Print Name & Title

Signature

AGREED TO AND ACCEPTED:

"Licensor"

Print Name & Title

Signature

Address

Date: _____

Social Security # or Federal I.D. #