SYNCHRONIZATION LICENSE
(*[NAME OF PRODUCTION]*)

This agreement (the “**Agreement**”) is made as of [MONTH DAY, YEAR] between **[PRODUCER’S NAME / PRODUCTION COMPANY’S NAME]**, [an individual / a British Columbia corporation / a Canadian corporation / etc.] with an address at [ADDRESS, CITY, PROVINCE POSTAL CODE] (“**Producer**”) and [**LICENSOR’S NAME]**, [an individual / a British Columbia corporation / a Canadian corporation / etc.] with an address at [ADDRESS, CITY, PROVINCE POSTAL CODE] (“**Licensor**”).

WHEREAS:

A. Producer intends to produce or has produced a motion picture currently entitled “*[****NAME OF PRODUCTION****]*” (the “**Picture**”);

B. Licensor is the sole and exclusive owner of the music, lyrics, titles and arrangements of the following musical work entitled “[NAME OF WORK]” written by [NAME OF ARTIST] (“**Artist**”) and of all worldwide copyrights therein (the “**Musical Work**”).

C. Producer wishes to use the Musical Work in connection with the Picture.

**NOW THEREFORE** in consideration of the sum of **[AMOUNT] Canadian Dollars (CDN$XX.00)** (the “**License Fee**”), and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. License: Licensor grants to Producer a perpetual, non-exclusive, worldwide right and license to use the Musical Work and portions thereof in synchronization and timed relation with the Picture including the right to:
	1. edit, transpose, re-mix and recombine the Musical Work and portions or elements thereof in conjunction with the Picture;
	2. exhibit, broadcast, perform, reproduce, communicate and commercially exploit the Picture containing the Musical Work in any and all media and modes of use, including any theatrical and non-theatrical exhibition, with or without admission charge and all formats and technologies of television whether now known or hereafter devised, including without limitation, "free" over the air broadcast (both in syndication and on network), simultaneous cable redistribution thereof, videodiscs, CD-ROM, DVD, CD-I, videocassettes and all other home video devices, phonograph recordings and publications, the Internet, global computer networks, the World Wide Web, community antenna television (CATV), cable-originated television, pay-per-view, pay-per-channel and subscription television, satellite-distributed television, multi-point distribution television, public service television and educational television, featurettes and promotional films; and on all forms and modes of public transportation.
	3. use and reproduce the Musical Work and portions thereof in conjunction with the Picture for the purpose of manufacturing, distributing, selling, renting, leasing and licensing video cassettes, video discs and similar audio-visual devices, whether now known or hereafter devised;
	4. to use, reproduce and perform the Musical Work and portions thereof in trailers, radio advertisements and all other advertising, promotion and marketing of the Picture;
	5. to use, reproduce and license the use of the Musical Work, and portions thereof, in connection with all ancillary rights, merchandising rights and commercial tie-ups connected with the Picture, whether now known or hereafter devised;

and to authorize and permit others to do so or, at the sole election of Producer and its assignees and licensees, to refrain from exercising all or any of the foregoing rights and licenses entirely or from time to time, or in particular media or territories.

1. Credit: If the Musical Work is included in the final edited version of the Picture, Producer will accord Licensor credit in connection with the Picture in substantially the following form:

“[NAME OF WORK]”
Written and Produced by [NAME OF CREATOR(S)]
Performed by [NAME OF PERFORMER(S)]
Courtesy of [NAME OF LICENSOR]

All other matters relating to the credit will be at Producer’s discretion. No casual or inadvertent failure to comply with credit requirements will be deemed a breach of this Agreement however Producer will take all reasonable steps to prospectively cure any such breach.

1. Notices: All notices hereunder required to be given to either party shall be given in person or sent via registered mail, return receipt requested, and with a copy by facsimile to the address first mentioned herein or to such other address as either party may hereafter designate by notice in written to the other party.

Until further notice, the addresses of the parties shall be as follows:

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| --- | --- |
| Licensor**[LICENSOR’S NAME]**[ADDRESS][CITY, PROVINCE POSTAL CODE] Fax: [XXX-XXX-XXXX] Tel: [XXX-XXX-XXXX]Attention: [CONTACT NAME] | Producer**[PRODUCER’S NAME / PRODUCTION COMPANY’S NAME]**[ADDRESS][CITY, PROVINCE POSTAL CODE] Fax: [XXX-XXX-XXXX] Tel: [XXX-XXX-XXXX]Attention: [CONTACT NAME] |
| With a Copy to:**[LICENSOR’S LAW FIRM]**[ADDRESS][CITY, PROVINCE POSTAL CODE] Fax: [XXX-XXX-XXXX] Tel: [XXX-XXX-XXXX]Attention: [CONTACT NAME] | With a Copy to:**[PRODUCTION’S LAW FIRM]**[ADDRESS][CITY, PROVINCE POSTAL CODE] Fax: [XXX-XXX-XXXX] Tel: [XXX-XXX-XXXX]Attention: [CONTACT NAME] |

1. Remedies: The sole remedy of Licensor under this Agreement will be an action at law for damages, it being agreed that in no event will Licensor be entitled to injunctive or equitable relief, and Licensor will not be entitled to enjoin or restrain the exhibition, distribution, advertising, exploitation or marketing of the Picture.
2. Rights Reserved: All rights in and to the Musical Work, which are not specifically granted to Producer herein, are reserved exclusively to Licensor.
3. Soundtrack: In the event that a third party record label releases a soundtrack album in conjunction with the Picture (the “**Soundtrack**”), and if the Musical Work is included in the Soundtrack, Producer agrees to pay Licensor the minimum statutory mechanical license rate in effect as of the date hereof. Producer will not be obligated to include the Musical Work on any such Soundtrack.
4. Representation and Warranties: Licensor represents and warrants to Producer that:
	1. Licensor is the lawful licensor or agent of licensor of the Musical Work and has the full right and authority to enter into this Agreement and to grant to Producer all of the rights and licenses herein granted;
	2. there exists no adverse claim or demand against the Musical Work of which Licensor is aware; and
	3. exercise of the rights and licenses granted to Producer in this Agreement will not result in Producer or its assignees or licensees becoming liable for further payment of any kind to any party in respect of the Musical Work.
5. No Obligation: Nothing contained herein will obligate Producer to include the Musical Work in the final edited version of the Picture and Producer will have no obligations to Licensor if the Musical Work is not included in the final edited version of the Picture.
6. Indemnity: Licensor agrees to indemnify and save and hold Producer and its assignees and licensees harmless from any and all claims, demands, liabilities, causes of action and costs, including actual legal costs, suffered or incurred by them as a result of or connected with a breach by Licensor of any representation, warranty or provision contained in this Agreement.
7. Cue Sheet: Following the release of the first public exhibition or airing of the Picture (except so-called “sneak-previews”), Producer shall furnish Licensor with a music cue sheet for the Picture which cue sheet will indicate the country of origin of the Picture. Producer will notify Licensor if the Picture is released in any country under an alternate title if Producer becomes aware of any such alternate title.
8. General Provisions:
	1. Producer may assign all or a portion of the rights and licenses granted herein for the purposes of authorizing or permitting the exhibition, broadcast, transmission, performance or reproduction of the Picture, and portions thereof, and will be entitled to assign this Agreement in its entirety to any person, firm or corporation acquiring rights on or to the Picture.
	2. The provisions of this Agreement are binding upon and will inure to the benefit of the parties hereto and their respective heirs, successors, executors, administrators and assigns.
	3. Each and every provision of this license is entirely separate from every other provision and should any provision herein be declared invalid, illegal or unenforceable, such declaration shall in no way affect the validity or enforceability of the remaining provisions herein.
	4. Licensor hereby undertakes and agrees to execute, acknowledge and deliver to Producer such further documents, instruments and assurances as Producer may reasonably require in order to convey to, vest in and secure in the name of Producer all of the rights and property herein granted.
	5. Licensor hereby waives all "moral rights" with respect to the Musical Work in favour of Producer, exclusive of any rights to collect performance royalties as per its agreement(s) with performance rights organizations worldwide.
	6. This Agreement will be governed by and construed in accordance with the laws of the Province [British Columbia / Alberta / JURISDICTION X] and the laws of [Canada / the United States of America / etc.] applicable therein.
	7. This Agreement is the entire agreement between the parties and shall not be changed or modified, or any covenant, representation, warranty or provision hereof waived, except by an agreement in writing signed by the party against whom such change, modification or waiver is sought.
	8. This Agreement may be executed in counterparts, and such counterparts together shall constitute a single instrument.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed as of the date first written above.

*[NTD –* ***INDIVIDUAL OPTION.*** *IF LICENSOR IS AN* ***INDIVIDUAL****, USE THIS SIGNATURE LINE AND DELETE THE CORPORATION OPTION:]*

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| --- | --- |
| **Producer:****[PRODUCER’S NAME /PRODUCTION COMPANY’S NAME]**Per: Authorized Signatory | **Licensor:**  Signature  Print Name |

*[NTD –* ***CORPORATION OPTION.*** *IF LICENSOR IS A* ***CORPORATION****, USE THIS SIGNATURE LINE AND DELETE THE INDIVIDUAL OPTION:]*

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| --- | --- |
| **Producer:****[PRODUCER’S NAME /PRODUCTION COMPANY’S NAME]**Per: Authorized Signatory | **Licensor:****[LICENSOR COMPANY’S NAME]**Per: Authorized Signatory |