

PRODUCTION TITLE:	
PRODUCER:	ADDRESS/CONTACT:

## MUSIC LICENSING AGREEMENT

AGREEMENT made and entered into as of (date) \_\_\_\_\_ by and between \_\_\_\_\_ (hereinafter the “Producer”) and \_\_\_\_\_ (hereinafter the “Composer”) and \_\_\_\_\_ (“hereinafter the “Production”).

### Production, Score and Masters

In this Agreement:

- (a) “Production” means the short film, music video or commercial that has been produced or is being produced by Producer.
- (b) “Score” means all musical compositions composed by Composer for inclusion in the Production, including all arrangements and orchestrations of those compositions. The Score will consist of dramatic underscore, source music cues, songs, and stings, not to exceed [*# of minutes*] \_\_\_\_\_ in total length.
- (c) “Masters” means all master recordings containing recorded performances of the Score, which Composer is required to record and produce pursuant to this Agreement.
- (d) The Score and the Masters are sometimes referred to in this Agreement collectively as the “Music”.

### Delivery

Composer will deliver to the Producer on or before [*date agreed upon*] \_\_\_\_\_ a mixed and edited stereo OR otherwise multichannel soundtrack recording of the Masters on [*delivery format*] \_\_\_\_\_, as time-stamped broadcast wave (BWF, WAV) audio files, preferably edited on or within a Pro Tools session, timed for synchronization with the picture version of the Production provided by the Producer.

### Synchronization License

Composer grants an irrevocable, non-exclusive synchronization license to the Score throughout the world in perpetuity for inclusion in the Production, and in any publicity or promotional material for the film including trailers, television, radio, internet site postings and other advertising.

Producer will have the right to make copies of the Score in synchronization with the Production in any media, subject to any mechanical license terms and conditions contained in this agreement.

## ***MUSIC LICENSING AGREEMENT***

Composer retains the underlying copyrights in the Score, including all orchestrations and arrangements thereof delivered under this Agreement.

Producer will have the right to record the Score, or any part of it, in synchronization with the Production, and to adapt, arrange, change, transpose, add to, interpolate or subtract or omit portions of the Score, at her/his discretion.

Composer agrees that any so-called “moral rights” that the Composer may have in the “integrity” of the Music delivered under this Agreement are hereby waived. However, Composer retains all moral rights dealing with the authorship (“paternity”) of the Music delivered under this Agreement.

Any right granted to Producer in this Agreement is subject in its entirety to agreements in force on the day of this Agreement or during its term, between the composer and collective societies of copyright, author’s associations or other similar organizations granting licenses and collecting royalties relating to communication to the public by telecommunication, the performance in public or the reproduction of works throughout the world (including SOCAN and SODRAC and the collective societies they have entered into agreement with).

This Agreement shall not alter or be understood as altering the Composer’s right to receive and collect sums directly granted to him/her and paid by such.

### **Master Use License**

Composer further grants to Producer a Master Use license for the copyrights in the Masters in perpetuity and throughout the world, subject to the following provisions:

(a) Producer agrees that the Masters may be used only in the soundtrack of the Production and in advertising and publicity for the Production.

(b) Composer retains all so-called “Neighbouring Rights” and associated royalties flowing from the recorded performances on the Masters that Composer controls or acquires in the Masters (including both the “performer” and the “maker” share thereof).

### **Name and Likeness**

Composer grants to Producer the non-exclusive right to use and publish, and to permit others whom Producer may authorize to use and publish, Composer's name, approved likeness and approved biographical material for the purposes of advertising the Production. Composer’s name, likeness and biographical material shall not be used or published in any manner which implies or depicts Composer’s recommendation, endorsement or use of any institution, service or product (other than the Production) unless the prior written consent of Composer is obtained in each case.

### **Composer’s Copy**

Producer will provide Composer with one digital copy of the Production containing the Score and Masters as mixed for either theatrical release or broadcast, for the Composer's professional and private use only. It is agreed that such professional use may include extracting excerpts for the purpose of creating a promotional reel, as that term is generally understood in the film and television industry, but neither the digital copy of the Production nor any excerpts therefrom shall be used for any other purpose, nor shall Composer cause or allow it to be exhibited, reproduced, or broadcast in any manner or media anywhere in the world.

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### **Credit**

Composer will be afforded the following credit on a single card in the main titles of the Production and in the billing block (if there is one) on all lobby posters and paid ads placed by or under the authority of Producer :

MUSIC BY [COMPOSER]

Style, size, duration and placement of the credit shall be at the discretion of the Producer. The parties acknowledge that Composer is the sole and exclusive composer being credited for the Music, however Producer may credit the composers of Source Music Cues if any are used in the Production.

Producer shall advise all distributors, licensees and assignees of the Production of the foregoing credit requirements and shall use its reasonable best efforts to ensure that they comply with such requirements.

### **Representation and Warranties**

Composer represents and warrants that:

The music contained in the Score and the Masters (except any Source Music Cues or other third party music included at the request of Producer) are or will be original works and will not knowingly infringe upon the copyright, moral rights, or any other rights of any person, and Composer will indemnify and hold harmless Producer, its agents, employees, directors, officers, licensees, successors and assigns from any actual and documented damage, cost or expense arising, directly or indirectly, from the breach of any above representations and warranties.

This agreement will be governed by and interpreted according to the laws of the Province of Ontario and the laws of Canada where applicable.

This Agreement sets forth the entire agreement between the parties, and no modification, amendment or waiver of any of the provisions of it shall be valid unless in writing and signed by the parties to it.

IN WITNESS WHEREOF the parties have executed this Agreement, the day, month and year first written above.

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[*Producer's Name*]

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[*Composer's Name*]