

## Standard Music License Agreement

This Agreement ("Agreement") is between \_\_\_\_\_ ("Producer"), and \_\_\_\_\_ ("Musician") (collectively, the "Parties"), and includes the following terms and conditions:

1. Producer agrees to incorporate Musician's name in the credits and/or pay Musician: \_\_\_\_\_ ("Payment") in exchange for this Agreement.
2. Musician agrees to grant Producer a non-exclusive, royalty free, worldwide, transferable, unlimited, perpetual license to reproduce, copy, create derivative works and synchronize the Musical Work titled \_\_\_\_\_ to Producer's project for distribution in all mediums including but not limited to web, broadcast tv, pay per view, pay on demand, and live events ("License"). The Musical Work includes one sound recording ("Master") and one underlying musical composition embodied in the Master.
3. Musician has the legal capacity and authority to enter into this Agreement, is the sole and exclusive owner of the Content, has the right to grant all of the license rights contemplated to be provided under this Agreement, and has not granted any rights or licenses to any Content or any other intellectual property or technology that would conflict with this Agreement. Musician agrees to indemnify, defend and hold Producer and its affiliates, and their respective directors, officers, employees, shareholders, agents and licensees of Content ("Producer Party") harmless from and against any and all claims, liability, losses, costs and expenses (including reasonable legal fees on a solicitor and client basis) incurred by any Producer Party as a result of or in connection with: (i) any breach by Musician of this Agreement; or (ii) any claim threatened or asserted against any Producer Party to the extent such claim is based upon a contention that any of the Content used within the scope of this Agreement infringes any copyrights, trade secrets, trademarks, right of privacy or publicity, or other intellectual property rights of any third party. Producer reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Producer's defense of such claim.
4. The Content has not been obtained in any unlawful manner, whether civil or criminal, and is not subject to any applicable accreditation terms or access condition that might be breached by the Content being used by Producer, its customers or distributors as contemplated under this Agreement.
5. This License Agreement sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, if any, whether oral or written pertaining thereto. This License Agreement may 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 enforcement of the change, modification or waiver is sought, and not otherwise. This Agreement shall inure to the benefit of and be binding on the Parties, their successors and assigns.
6. The validity, interpretation and legal effect of this agreement shall be governed by the laws of the state of Washington applicable to contracts entered into and performed entirely within the state of Washington. The Parties agree that the state and federal courts located in King County, Washington shall have the exclusive jurisdiction over claims or disputes arising under or otherwise in connection with this agreement, and the Parties hereby submit the jurisdiction of such courts.

### **Producer**

Signature: \_\_\_\_\_  
Producer

Date: \_\_\_\_\_

### **Musician**

Signature: \_\_\_\_\_  
Musician

Date: \_\_\_\_\_