modified,

Parties hereby submit the jurisdiction of such courts.

jurisdiction over claims or disputes arising under or otherwise in connection with this agreement, and the

Parties agree that the state and federal courts located in King County, Washington shall have the exclusive

Washington applicable to contracts entered into and performed entirely within the state of Washington. The

The validity, interpretation and legal effect of this agreement shall be governed by the laws of the state of

6.

shall inure to the benefit of and be binding on the Parties, their successors and assigns.

against whom enforcement of the change, modification or waiver is sought, and not otherwise. This Agreement

representation, warranty or provision hereof waived, except by an agreement in writing, signed by the party

covenant,

any

or

**Producer**

or

changed

be

not

may

Agreement

License

This

thereto.

pertaining

written

the subject matter hereof and supersedes all prior agreements and understandings, if any, whether oral or

This License Agreement sets forth the entire agreement and understanding between the Parties with respect to

5.

Producer

Standard Music License Agreement, v.1.01

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

Musician

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

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

**Musician**

create

Musician has the legal capacity and authority to enter into this Agreement, is the sole and exclusive owner of

3.

sound recording (“Master”) and one underlying musical composition embodied in the Master.

web, broadcast tv, pay per view, pay on demand, and live events (“License”). The Musical Work includes one

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to Producer’s project for distribution in all mediums including but not limited to

titled

Work

Musical

the

synchronize

and

works

derivative

the Content, has the right to grant all of the license rights contemplated to be provided under this Agreement,

copy,

reproduce,

to

license

Musician agrees to grant Producer a non-­‐exclusive, royalty free, worldwide, transferable, unlimited, perpetual

2.

in exchange for this Agreement.

Producer agrees to incorporate Musician’s name in the credits and/or pay Musician: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Payment”)

1.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Musician”) (collectively, the “Parties”), and includes the following terms and conditions:

This Agreement (“Agreement”) is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Producer”), and

right

Producer, its customers or distributors as contemplated under this Agreement.

applicable accreditation terms or access condition that might be breached by the Content being used by

The Content has not been obtained in any unlawful manner, whether civil or criminal, and is not subject to any

4.

agree to cooperate with Producer's defense of such claim.

exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you

intellectual property rights of any third party. Producer reserves the right, at your expense, to assume the

other

or

publicity,

or

privacy

of

**Standard Music License Agreement**

trademarks,

secrets,

trade

copyrights,

any

infringes

Agreement

to the extent such claim is based upon a contention that any of the Content used within the scope of this

any breach by Musician of this Agreement; or (ii) any claim threatened or asserted against any Producer Party

legal fees on a solicitor and client basis) incurred by any Producer Party as a result of or in connection with: (i)

Party”) harmless from and against any and all claims, liability, losses, costs and expenses (including reasonable

and their respective directors, officers, employees, shareholders, agents and licensees of Content (“Producer

would conflict with this Agreement. Musician agrees to indemnify, defend and hold Producer and its affiliates,

and has not granted any rights or licenses to any Content or any other intellectual property or technology that