**MUSIC LICENSE DEAL MEMO**

|  |  |
| --- | --- |
| Composer’s (Musician’s) Name: | |
| **Name of Licensor (if a different entity from Licensor):** | |
| **Address:** | |
| **Phone:** Home | Work |
| Social Security #: | Fed I.D. #: |
| **Other Terms:** |  |

**Terms and Conditions of License**

1. **Subject of License**: This agreement licenses the use of a musical score in a <video production/motion picture, the “Production”> currently titled **<Production Title>**, and includes those rights called synchronization rights.
2. **Terms of the Agreement**:   
   **a.** This musical score is licensed to producer for use in the Production specified, its trailers, and/or promotional reels and clips used for publicity and advertising. All other rights are reserved to the musician.  
   **b.** Musician will provide DA-88 master tape with appropriate timecode and notes.  
   **c.** Delivery date of the music is scheduled for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  
   **d**. Musician certifies that all music submitted by himself/herself has been written, arranged, produced and preformed solely by himself/herself. Musician will defend in a court of law any challenge arising from suits regarding the originality of the music and/or its ownership by the musician.  
   **e.** Composer retains all other rights to this music other than its use as a soundtrack for the specified Production.  
   **f.** If score is issued on CD or other media, Producer and Licensor will negotiate profit participation of both parties.
3. **Payment of Fees:** Fees shall be paid to licensors no later than Friday of the week in which licensed music is delivered.
4. **Screen Credit:** Screen credit shall read ***Score Composed and Performed by <Composer’s*** ***Name.*** Example—Score Composed and Performed by John Doe>. Screen credit is at discretion of Producer subject to licensor performing all services required through completion of the Production.
5. **Term of License:** The term of the license of the music for use in this Production is in perpetuity.
6. **Complete Agreement:** The terms and conditions of this deal memo are binding on both Producer and Licensor and shall not be waived or altered in any method.
7. **Results of Services Rendered:** Producer has the right to use the licensor’s name, voice, picture, and likeness in connection with the Production, its advertising and publicity, and any promotional films or clips without additional compensation.
8. **Tape:** Licensor will receive one VHS tape of the Production within 90 days of completion of postproduction.
9. **Assignment of Contract:** This agreement may be assigned to or assumed by successor business entities created by Producer for the Production.
10. **Arbitration:** Any controversy or claim arising from this agreement shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. The prevailing party shall be entitled to reimbursement for costs and reasonable attorney’s fees.

**LICENSOR AGREES TO AND ACCEPTS ALL CONDITIONS AS DESCRIBED ABOVE.**

|  |  |
| --- | --- |
| **Licensor Signature:** | **Date:** |
| **Producer Signature:** | **Date:** |
| **Signed in the City of**  **County of**  **State of** | |