

MUSIC LICENSE AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your deal, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

This Music License Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[LICENSOR LEGAL NAME], [an individual / a [STATE] [ENTITY TYPE]] with an address at [LICENSOR ADDRESS] ("**Licensor**"); and

[LICENSEE LEGAL NAME], [an individual / a [STATE] [ENTITY TYPE]] with an address at [LICENSEE ADDRESS] ("**Licensee**").

Licensor and Licensee are each a "**Party**" and together the "**Parties**."

Recitals. Licensor owns or controls rights in a musical composition and/or a sound recording and wishes to license those rights to Licensee for the uses described below. Licensee wishes to license the music on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions and Rights Licensed

1.1 Composition. "**Composition**" means the underlying musical work (melody, lyrics, and arrangement) identified in **Exhibit A**, including the rights typically held by a songwriter or music publisher.

1.2 Master. "**Master**" means the specific sound recording of the Composition identified in **Exhibit A**, including the rights typically held by a recording artist or record label.

1.3 Rights licensed. Licensor controls and licenses [the Composition / the Master / both], as stated in **Exhibit A**. If Licensor does not control both, Licensee is responsible for clearing the rights Licensor does not control.

1.4 Production. "**Production**" means the film, video, advertisement, podcast, game, or other work in which Licensee will use the music, as described in **Exhibit A**.

2. License Grant and Scope

2.1 Grant. Subject to this Agreement and to Licensee's payment of the fees, Licensor grants Licensee a [NON-EXCLUSIVE / EXCLUSIVE], non-transferable license to synchronize and reproduce the licensed music in timed relation with the Production and to reproduce, distribute, and publicly perform the Production containing the music, solely within the scope described in **Exhibit A**.

2.2 Media and territory. The license covers the media, platforms, and territory stated in **Exhibit A** (for example, [ONLINE VIDEO / BROADCAST TV / FILM FESTIVALS], [WORLDWIDE / TERRITORY]).

2.3 Term of use. The license covers the use period stated in **Exhibit A** (for example, [ONE YEAR / IN PERPETUITY]).

2.4 Reservation of rights. Licensor reserves all rights not expressly granted. The music is licensed, not sold, and Licensor retains ownership of the underlying rights it controls.

2.5 **Edits.** Licensee may edit, loop, and shorten the music as reasonably needed for the Production, provided it does not materially alter the fundamental character of the Composition or use it in a defamatory or misleading manner.

3. Restrictions

3.1 **Within scope only.** Licensee will use the music only within the scope defined in **Exhibit A**. Any use beyond that scope — including new media, territories, or a longer use period — requires Licensor's prior written consent and may require an additional fee.

3.2 **No standalone distribution.** Licensee will not distribute, sell, or stream the music as a standalone audio file separate from the Production, except as **Exhibit A** expressly permits.

3.3 **No sublicensing.** Licensee will not sublicense the music except to its distributors and platforms to the extent reasonably necessary to exhibit the Production.

3.4 **Performing rights.** Public-performance royalties for broadcast and similar exhibition may be administered by a performing-rights organization. Each Party remains responsible for its own performing-rights obligations as required by applicable law and industry practice.

4. Fees and Royalties

4.1 **License fee.** Licensee will pay the fee stated in **Exhibit A**. Unless **Exhibit A** says otherwise, fees are stated in **[CURRENCY, e.g. US dollars]** and are exclusive of taxes.

4.2 **Royalties.** If **Exhibit A** provides for ongoing royalties, Licensee will pay and report them at the times and rates stated there.

4.3 **Invoicing and payment.** Licensor will invoice Licensee **[ON SIGNING / ON DELIVERY / AS STATED IN EXHIBIT A]**, and Licensee will pay each undisputed invoice within **[NUMBER, e.g. 30]** days of the invoice date.

4.4 **License conditional on payment.** The license takes effect only upon Licensor's receipt of the upfront fee, unless **Exhibit A** states otherwise.

4.5 **Taxes.** Licensee is responsible for all sales, use, and similar taxes arising from the license, except taxes based on Licensor's net income.

5. Credit and Ownership

5.1 **Credit.** Licensee will provide the credit stated in **Exhibit A** (for example, "Music: **[TITLE]** by **[ARTIST]**") where reasonably practical for the applicable media.

5.2 **Ownership.** Licensor retains ownership of the Composition and/or Master it controls. Licensee owns the Production, excluding the licensed music.

5.3 **Notices.** Licensee will not remove or alter any rights-management information embedded in the delivered files except as needed to produce the Production.

6. Term and Termination

6.1 **Term.** This Agreement begins on the Effective Date and continues for the use period stated in **Exhibit A**, unless terminated earlier under this Section.

6.2 **Termination for cause.** Either Party may terminate immediately on written notice if the other Party materially breaches and fails to cure within **[NUMBER, e.g. 10]** days after written notice describing the breach.

6.3 Effect of termination. On termination for Licensee's breach, Licensee will stop new distribution of the Production containing the music. Productions already distributed in good faith before termination may remain in distribution to the extent reasonably outside Licensee's control, as stated in **Exhibit A**.

6.4 Survival. Sections 3, 4 (for amounts accrued), 5, 7, 8, 9, and any others that by their nature should survive, survive termination.

7. Warranties and Disclaimers

7.1 Licensor warranties. Licensor represents that it owns or controls the rights it purports to license, has the authority to grant this license, and, to its knowledge, the licensed rights do not infringe a third party's rights.

7.2 Mutual. Each Party represents that it has the authority to enter into this Agreement and that doing so does not breach another agreement binding on it.

7.3 Disclaimer. Except as expressly stated, the music is provided "**as is**," and Licensor disclaims all other warranties, including merchantability and fitness for a particular purpose.

8. Indemnification and Limitation of Liability

8.1 By Licensor. Licensor will defend Licensee against third-party claims that the rights actually licensed by Licensor, as used within scope, infringe that third party's rights, subject to Section 8.4.

8.2 By Licensee. Licensee will defend Licensor against third-party claims arising from the Production (other than the licensed music), Licensee's use outside the licensed scope, or Licensee's failure to clear rights Licensor did not control, subject to Section 8.4.

8.3 Procedure. The indemnified Party will give prompt written notice, allow the indemnifying Party to control the defense, and provide reasonable cooperation.

8.4 Limitation. Except for the indemnity obligations above, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, and each Party's total aggregate liability will not exceed the total fees paid or payable under this Agreement, except as applicable law does not permit.

9. General Provisions

9.1 Governing law and venue. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.2 Independent contractors. The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship.

9.3 Assignment. Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.

9.4 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.5 Entire agreement; amendment. This Agreement, with its Exhibits, is the entire agreement on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.6 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

LICENSOR

LICENSEE

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE / N/A]**

Title: **[TITLE / N/A]**

Date: _____

Date: _____

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.