

SYNCHRONIZATION LICENSE AGREEMENT

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

[LICENSOR LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] (or an individual residing at [ADDRESS]), which controls the musical work described below ("**Licensor**"); and

[LICENSEE LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [LICENSEE ADDRESS] ("**Licensee**").

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

Recitals. Licensor controls the rights in the musical composition (and, where stated, the sound recording) identified below. Licensee is producing an audiovisual work and wishes to synchronize the music with that work, and Licensor is willing to grant a synchronization license, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Defined Terms and the Licensed Work

1.1 Composition. The "**Composition**" is the musical work titled [SONG TITLE], written by [WRITER(S)], controlled by Licensor as to [100% / a [NUMBER]% share].

1.2 Master. The "**Master**" is the sound recording of the Composition performed by [ARTIST], [which Licensor also controls / which is licensed separately under a master use license]. This Agreement grants rights in the [Composition only / Composition and Master].

1.3 Production. The "**Production**" is the audiovisual work titled [PROJECT TITLE], described as [e.g. a feature film / short film / TV episode / web video / advertisement / video game].

1.4 Licensed use. The "**Licensed Use**" is the synchronization of the [Composition / Composition and Master] in timed relation with the Production as a [background instrumental / featured vocal / theme] cue of approximately [DURATION].

2. Grant of License

2.1 Sync grant. Subject to payment of the Fee and the terms of this Agreement, Licensor grants Licensee a license to synchronize the licensed material with the Production for the Licensed Use, and to reproduce, distribute, publicly perform, and display the Production as integrated with that material, within the Media, Territory, and Term defined below.

2.2 Master use (if applicable). [OPTIONAL: To the extent Licensor controls the Master, Licensor also grants Licensee a master use license to use the Master in the Production on the same Media, Territory, and Term.] If Licensor does not control the Master, Licensee is responsible for obtaining a separate master use license.

2.3 Exclusivity. This license is [non-exclusive / exclusive as to the Production type for the Term and Territory]. Non-exclusive licenses do not prevent Licensor from licensing the material to others.

2.4 Reservation. All rights not expressly granted are reserved to Licensor, including the right to exploit the Composition and Master separately from the Production.

3. Scope: Media, Territory, and Term

3.1 Media. The license covers the following media (the "Media"): [e.g. theatrical, broadcast television, streaming/VOD, online/social, festival, in-context promotion, and home video — list those that apply]. Uses outside the listed Media require a separate license or a written amendment.

3.2 Territory. The "Territory" is [e.g. the United States / worldwide / [LIST COUNTRIES]].

3.3 Term. The "Term" is [e.g. a stated number of years / the life of copyright / in perpetuity], beginning on the Effective Date. On expiration of a limited Term, Licensee will cease new distribution of the Production containing the licensed material, subject to a reasonable sell-off period of [NUMBER] days for copies already in distribution.

3.4 Promotion. Licensee may use the licensed material in trailers, advertising, and promotion for the Production [on the same Media and Territory / as separately specified].

4. Fee and Payment

4.1 License fee. Licensee will pay Licensor a fee of [AMOUNT] in [CURRENCY, e.g. US dollars] (the "Fee") for the rights granted. The Fee is [a flat, one-time, fully-paid buyout for the stated scope / payable in installments as stated below].

4.2 Payment. Licensee will pay the Fee [in full on signing / [e.g. 50% on signing and 50% on first commercial release of the Production]]. The license becomes effective on receipt of the first payment, and full rights vest on payment in full.

4.3 Most-favored-nation (optional). [OPTIONAL: If Licensee licenses any other musical work for the Production of comparable use on more favorable financial terms, Licensee will offer Licensor those terms on a most-favored-nation basis.]

4.4 Performance royalties. This Agreement does not cover public-performance royalties for the Composition, which are administered through the applicable performing-rights organizations. The Parties will provide cue sheets to those organizations as customary.

4.5 Taxes. Fees are exclusive of taxes. Licensee is responsible for any sales, use, or withholding taxes arising from the license, except taxes based on Licensor's net income.

5. Credit

5.1 On-screen credit. Where customary for the Media, Licensee will accord credit substantially as: ["[SONG TITLE]" written by [WRITER(S)], performed by [ARTIST], courtesy of [LICENSOR]], in the Production's end credits.

5.2 Cure of credit errors. An inadvertent failure to provide credit is not a breach if Licensee cures it prospectively on copies manufactured after written notice. Casual or trailer uses may omit credit where customary.

6. Representations and Warranties

6.1 **By Licensor.** Licensor represents that it controls the rights in the licensed material to the extent of its stated share, that it has the authority to grant this license, and that the licensed material, as delivered, does not to Licensor's knowledge infringe any third-party right.

6.2 **Share limitation.** If Licensor controls less than 100% of the Composition, this Agreement licenses only Licensor's share, and Licensee is responsible for clearing the remaining shares from the other rights holders.

6.3 **By Licensee.** Licensee represents that it has the authority to enter into this Agreement and that the Production will not be edited in a way that materially alters the Composition's lyrics or melody without Licensor's consent, except for normal editing for length and content.

7. Restrictions

7.1 **No standalone exploitation.** Licensee may use the licensed material only as synchronized with the Production. Licensee may not extract the material for use as a standalone recording, ringtone, or sample, or in another production, without a separate license.

7.2 **No defamatory or disparaging context.** [OPTIONAL: Licensee will not use the licensed material in a context that is defamatory, that endorses a political candidate, or that promotes [LISTED PROHIBITED CATEGORIES] without Licensor's prior written consent.]

7.3 **Alterations.** Licensee may make timing, length, and synchronization edits necessary for the Licensed Use but may not change the fundamental character of the Composition without consent.

8. Indemnification

8.1 **By Licensor.** Licensor will defend and indemnify Licensee against third-party claims that the licensed material, within the scope of Licensor's representations in Section 6, infringes a third-party right.

8.2 **By Licensee.** Licensee will defend and indemnify Licensor against third-party claims arising from the Production (other than the licensed material), from Licensee's exceeding the scope of the license, or from material in the Production supplied by Licensee.

8.3 **Procedure.** The indemnified Party will give prompt written notice, allow the indemnifying Party to control the defense, and provide reasonable cooperation. No settlement imposing liability or an admission on the indemnified Party may be made without its consent.

9. Limitation of Liability

9.1 **Exclusion of indirect damages.** Except for the indemnification obligations in Section 8 and a Party's gross negligence or willful misconduct, neither Party is liable for indirect, incidental, special, consequential, or punitive damages.

9.2 **Liability cap.** Except for the matters excluded in Section 9.1, Licensor's total aggregate liability under this Agreement will not exceed the total Fee paid to Licensor.

10. Term Default and General Provisions

10.1 **Termination for cause.** Either Party may terminate this Agreement on written notice if the other Party materially breaches and fails to cure within [NUMBER, e.g. 15] days after written notice describing the breach. Termination does not affect the rights in copies of the Production lawfully distributed before termination.

10.2 **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].

10.3 **Assignment.** Licensee may assign this Agreement to a successor that produces or distributes the Production, on written notice. Licensor may assign its right to receive the Fee.

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

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

10.6 **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.

10.7 **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]	Title: [TITLE]
Date: _____	Date: _____

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