



# Z-Fest Film Festival – Licensed Music Agreement

This license agreement (hereafter referred to as the "AGREEMENT") is made between Z-Fest Film Festival 501(c)(3) (hereafter referred to as the "EXHIBITOR") and the purchaser of the web based music service license (hereafter referred to as the "PRODUCER"), in regards to the musical composition downloaded from \_\_\_\_\_ (web service) (hereafter referred to as the "Work/Works ") on or about the date of the signing of this agreement set forth below.

## GUARANTEE

PRODUCER guarantees that it has legally licensed the rights represented herein with respect to the recordings and the musical compositions in the Work/Works and has and will hold throughout the TERRITORY and during the DURATION the above listed rights to exploit the Work/Works as contemplated herein. PRODUCER shall indemnify and hold the EXHIBITOR harmless from any and all claims, liabilities and costs, losses, damages or expenses (including attorney's fees) arising out of any breach, allegation, claim or failure of any covenants or warranties made by the PRODUCER herein.

## GENERAL TERMS

The mechanical, synchronization, and performance rights granted to the EXHIBITOR within the AGREEMENT include (1) right to re-record, duplicate and release the Work/Works as part of a production in whatever medium(s) necessary (i.e. video tape, film, CD-ROM, DVD). (2) right to use the music as a soundtrack "synced" with visual images as part of a production; and (3) right to use the music as part of the public viewing or broadcast of a production (including but not limited to TV shows, videos, DVDs, Web Sites, podcasts, multimedia presentations, and films). The PRODUCER grants EXHIBITOR an exclusive perpetual license to use the Work/Works herein.

## RIGHTS NOT INCLUDED IN THIS AGREEMENT

The rights granted to the EXHIBITOR do not permit the EXHIBITOR to (1) claim authorship of the music represented under this AGREEMENT; (2) transfer, share or sub-lease this license agreement with any other party; (3) copy or duplicate the Work/Works except for use in the EXHIBITOR'S productions; (4) permit any other individual or third party the right to use the Work/Works in place of the EXHIBITOR; (5) resell, trade, or exploit for profit the Work/Works contained herein outright or as part of other music and/or audio-related collections, in part or in whole, to any other individual or party (although the music can be sold as part of the production, which is a clear and distinct product from Work/Works itself.)

## TERRITORY

The territory of this contract is the entire universe.

## CREDITS

The EXHIBITOR is not required to credit the Work/Works to the composer, publisher, or PRODUCER in the EXHIBITOR's productions (in liner notes, rolling credits, verbal acknowledgment, etc.)

## FEES

The PRODUCER agrees it has paid for all licensing rights in advance of signing this agreement. The EXHIBITOR will not owe any future additional royalties or fees to the PRODUCER or Web Service for future use of the Work/Works within the terms of this AGREEMENT.

(please attach copy of receipt of payment or subscription service)

## License Agreement

The PRODUCER agrees to provide a link to the license agreement from the web service used or a printed copy (attached)

Web Link: \_\_\_\_\_

## Work/Works

The PRODUCER will list the titles of all works included in the production that were legally downloaded and licensed from web service above.

- 1) Work / Title \_\_\_\_\_
- 2) Work / Title \_\_\_\_\_
- 3) Work / Title \_\_\_\_\_
- 4) Work / Title \_\_\_\_\_

## Agreed and Accepted by PRODUCER

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date Effective: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_