

## SYNCHRONIZATION LICENSE EXAMPLE

Date:

"[Licensor](#) Berklee student)" desires their music to be used in film: **John Doe**

"[Licensee](#)" (Lesley student) desires music for film: **Jane Doe**

1. Licensor grants to Licensee the [non-exclusive](#) (Lesley student has the right to use the music; but, the Berklee student retains the right to license the same music to anyone else) rights set forth on Exhibit "A" attached hereto and incorporated by this reference for the [exploitation](#) and other use of the musical work(s) listed on Exhibit "A" (each, a "Work") in and in connection with the promotional program set forth in Exhibit A (the "[Program](#)") pursuant to the terms set forth in Exhibit "A". All expressions used herein, unless separately defined, shall have the meaning given to them in Exhibit A.
2. This agreement does not authorize any use of the Work that is not set forth in this agreement. All rights not expressly granted in this agreement are reserved by Licensor.
4. Licensor represents and warrants that: (i) it has the legal right and power to enter into and fully perform this agreement and grant the rights granted in this agreement; (ii) its execution and performance of this agreement will not violate any third-party rights, the [provisions](#) of any agreement to which it is a party, or any applicable law; (iii) the [Composition](#) and the use thereof [in accordance with](#) this agreement will not violate any law or infringe upon the rights of any third party (including, without limitation, [copyrights](#), [trademark](#) rights and rights of publicity and privacy); and (iv) as between Licensor and Licensee, Licensor shall obtain any and all necessary licenses and consents from, other third parties who are entitled to the exploitation of the Work hereunder through a work made for hire agreement. Licensor shall indemnify, defend and hold Licensee and their respective parent companies, subsidiaries, associated or affiliated companies, successors, predecessors and assigns, and each of their respective officers, directors, employees, licensees, agents, subcontractors and attorneys harmless of, from and against any and all liabilities, losses, damages, claims and expenses (including, but not limited to, reasonable outside attorneys' fees and court costs, whether or not litigation is actually commenced) arising from or in connection with any third-party claim relating to a breach of Licensor's covenants, obligations, [representations and/or warranties](#) set forth in this agreement.
5. Licensee represents and [warrants](#) that: (i) it has the legal right and power to enter into and fully perform this agreement; and (ii) its execution and performance of this agreement will not violate any third-party rights, the provisions of any agreement to which it is a party, or any applicable law. Licensee shall indemnify, defend and hold Licensor, its parent companies, subsidiaries, associated or affiliated companies, successors, predecessors and assigns, and each of their respective officers, directors, employees, licensees, agents, subcontractors and attorneys harmless of, from and against any and all liabilities, losses, damages, claims and expenses ([including, but not limited to](#), reasonable outside attorneys' fees and court costs, whether or not litigation is actually commenced) arising from or in connection with any third-party claim relating to a breach of Licensee's covenants, obligations, representations and warranties set forth in this agreement. Except as otherwise set forth herein, Licensee makes no warranty or [representation](#), express or implied, to Licensor.
6. No failure by Licensee to perform any of its obligations hereunder shall be deemed a breach hereof unless and until Licensor has given written [notice](#) of such failure to Licensee and Licensee does not cure such failure within thirty (30) days after receipt of such notice. The rights and [remedies](#) of each party in this agreement are not to the exclusion of any other rights or remedies of such party, and each party may decline to exercise one or more of its rights and remedies as it may deem appropriate without jeopardizing any other of its rights or remedies. Notwithstanding anything in this agreement, each of the parties may at any time exercise any right it now has or at

any time hereafter may be entitled to as a member of the public as though this agreement were not in existence. All parties agree that Licensee's judgment [with respect to](#) matters affecting the Program and the marketing and promotion thereof shall not be subject to dispute by Lessor. Nothing contained in this agreement obligates Licensee to use any Composition(s) or other materials in or in connection with the Program or otherwise.

7. Lessor's rights and remedies in the event of a breach of this agreement by Licensee shall be limited to Lessor's right, if any, to recover damages in an action at law, and in no event shall Lessor be entitled by reason of any breach of the agreement or otherwise to enjoin, restrain or seek to enjoin or restrain the Program, use of the Composition(s) or any activities related to any of the foregoing. Neither party hereto will be liable to the other party for any indirect, incidental, consequential, punitive or special damages, arising out of or related to this agreement, including damages for loss of business [profits](#), business interruption, loss of business information, and the like, even if such party has been advised of the possibility of such damages.

8. This agreement is binding upon and shall [inure](#) to the benefit of the respective successors, licensees and/or assigns of the parties hereto. Except as expressly set forth in this agreement, this agreement shall not be deemed to give any right or remedy to any third party. In entering into this agreement, Lessor and Licensee will have the status of independent contractors. Accordingly, there is no [joint venture](#), partnership, agency or [fiduciary relationship](#) existing between the parties, and the parties do not intend to create any such relationship by this agreement.

9. All notices to be sent to a party hereunder shall be addressed to such party at the address set forth on the first page hereof or at such other address as such party shall [designate](#) in writing from time to time. All notices under this agreement must be in writing in order to be effective, and shall be deemed to have been duly given or made: (i) on the date delivered in person, or (ii) if sent by Federal Express, U.P.S. Next Day Air or other internationally recognized overnight courier [service](#) or overnight express mail, with service charges or postage prepaid, on the next business day after delivery to the courier service or express mail service (if sent in time for and specifying next day delivery).

10. This agreement shall constitute a binding and enforceable agreement embodying the entire agreement of the parties hereto with respect to the subject matter hereof, and no modification, amendment or waiver of any provision hereof shall be binding unless confirmed by a written instrument signed by each party hereto. If any term of this agreement or any application thereof is determined, by any legally constituted body having [jurisdiction](#) to make such determination, to be illegal, invalid or unenforceable, the remainder of this agreement and any other application of such term or provision shall not be affected thereby, and such illegal, invalid or unenforceable provision shall be reworded, if possible, so as to make it legal, valid and enforceable. The validity, interpretation and legal effect of this agreement shall be governed by the laws of the State of Massachusetts applicable to contracts entered into and intended to be performed entirely in that state. Any disputes between the parties hereto arising out of or relating to this agreement shall be subject [exclusively](#) to the jurisdiction of the state and federal courts sitting in Massachusetts.

11. This agreement may be executed in one or more counterparts, each of which when taken together, will be deemed to constitute one and the same instrument. [Facsimile](#) and/or electronic signatures on this agreement will be deemed originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first set forth above.

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[  
\_\_\_\_\_]

By: **John Doe**  
Authorized Signatory  
Lessor

[  
\_\_\_\_\_]

By: **Jane Doe**  
Authorized Signatory  
Licensee



## EXHIBIT A SYNC/MASTER USE LICENSE

Composition / Master "Work"	<b>"Save the Day"</b>
Licensor/Writer(s): Percentage Controlled:	<b>100%</b>
Performed by:	<b>John Doe</b>
Program:	<b>Deodorant Advertisement</b>
Title of Picture:	<b>"Daring Deodorant"</b>
Licensee/Filmmaker	<b>Jane Doe</b>
Program:	<b>"Fresh" Deodorant Advertisement</b>
Usage:	<b>Background</b>
Duration:	<b>1:00</b>
Synopsis:	<b>"Fresh" Deodorant is a fictional deodorant company created for creative purposes. The advertisement for "Fresh" Deodorant features and promotes an all-natural deodorant that lasts for 48 hours.</b>
Scene Description:	<b>A woman walks into a store feeling uncomfortable having forgotten to put on deodorant. She walks through the aisles in distress. Suddenly, she realizes that the deodorant she uses ("Fresh") offers 48-hour protection, and she is no longer stressed. "Save the Day" plays as she happily finishes her shopping trip at the store.</b>
Term:	The "Term" is a nonexclusive, non-assignable perpetual license.
"Territory":	North America

Rights Granted:	<p>Lesley student shall have all rights necessary throughout the Territory and during the Term to:</p> <p>(a) reproduce, edit (including for timing and objectionable content purposes), synchronize, and encode, any portion of the Work in timed relation with the Picture (b) transmit, stream, distribute, display, communicate, perform and otherwise use and make available to the public the Work solely as embodied in the Picture, and /or <a href="#">Event Recording</a>(s) via the Platforms; but does not include download, purchase or commercialization of said recordings</p> <p>(c) use the title of the Work and the applicable writers' names, in connection with the marketing, promotion, advertising and execution of the Program, Picture and/or Film.</p> <p>(d) All non-commercial media now known or hereafter devised, including in-context promotional advertising.</p>
License Fee:	<b>One-hundred Dollars (\$100)</b>
Credit:	<p>Licensor shall receive appropriate <a href="#">screen credit</a> in the end titles of the picture and all promotional materials, with respect to the Composition on all <a href="#">positive prints of the Picture</a> in substantially the form:</p> <p><b>"Save the Day"</b>  <b>Written By John Doe</b>  <b>Performed By John Doe</b>  <b>Published By John Doe Publishing</b></p>