



SYNCHRONIZATION, PERFORMANCE AND MASTER USE LICENSE

The following, together with the Standard License Terms, License Rights and Definitions, and Order Details attached here to and made a part hereof as Exhibit "A", Exhibit "B" and Exhibit "C", constitutes the agreement ("Agreement") between On Location: Memphis, Inc. D/B/A Memphis Music Banq (Licensor) and _____ Licensee (defined in the signature lines below) with respect to the following music usage:

- A. Effective Date: _____
- B. Composition/Master Title _____
- C. ISRC _____
- D. Publisher/Master Owner: _____
- E. Synch/Master Administrator: Memphis Music Banq
- F. Rights: Refer to Exhibit C
- G. Project Name: _____
- H. Term: Perpetuity
- I. Territory: Worldwide
- J. Fee: Refer to Exhibit C, in full consideration of the rights granted
- K. Rights Granted: Licensor hereby grants to Licensee the non-exclusive, non-transferable, irrevocable right (but not the obligation), for the coverage period, to use, synchronize and perform the Composition and Master for the use set forth above in the Production for exploitation, exhibition and/or distribution of the Production according to the licensed rights. Licensee shall also have the right to refer to the professional name of the Artist in the Production.
- L. Credit: Provided that the Composition and Master are included in the Production. Licensee shall be required to accord a credit in substantially the following form:
" _____ "
Written By: _____
Administrator: Memphis Music Banq

All other characteristics of such credit shall be at the Licensee's sole discretion.

Each and every one of the terms and conditions of the Standard License Terms set forth in Exhibit "A", the licenses, rights and definitions set forth in Exhibit "B" and the Order Details set forth in Exhibit "C" are hereby incorporated by reference, except as expressly modified by the terms set forth above.

Licensor:

On Location Memphis, Inc. D/B/D
Memphis Music Banq

By: *Angela D. Green*

Angela D. Green, Executive Director

EXHIBIT "A"

STANDARD LICENSE TERMS (SYNCHRONIZATION, PERFORMANCE AND MASTER USE LICENSE)

1. **Performing Rights.** The right to publically perform the Composition in the exhibition of the Production during events.
2. **Warranties.** Licensor hereby warrants that:
 - a. Licensor has the right to enter into this Agreement and to grant the Licensee each and every right granted to Licensee herein, that it has 100% Administration Rights for the Master Use, Performance, and Synchronization License of the composition, that the use of the Master and Composition hereunder will not violate the rights of any third party, including any third parties whose musical material may be embodied in the Master and/or Composition, and that no additional payments shall be due for the rights granted herein, other than those specified herein.
 - b. The Master and Composition are free from any unlicensed "samples" or other pre-existing musical materials and that Licensee shall not be required to obtain and additional consents or pay any additional fees for the use of the Master and Composition.
 - c. Licensor shall be responsible for all payments to third parties, including, without limitation, the Writer(s) and artist and producer of the Master, in connection with the rights and uses granted hereunder.
 - d. Licensor shall indemnify and hold Licensee free and harmless from any and all claims, liabilities, costs, losses, damages or expenses, including attorney's fees, arising out of any breach or failure of any covenants and warranties made by Licensor hereunder.
3. **Remedies.** Licensor's rights and remedies in the event of a breach or an alleged breach of this Agreement by Licensee shall be limited to Licensor's right, if any, to recover damages in an action.
4. **Notice.** All notices hereunder shall be in writing and shall be given by personal delivery to an officer of Licensee or Licensor, or by mail in the United States mail, postage pre-paid, at the addresses provided, or such other address as either Licensee or Licensor may designate by notice to the other, and the date of such personal delivery or mailing shall be the time of the giving of such notice.
5. **Whole Agreement.** This Agreement constitutes the entire agreement between Licensor and Licensee with respect to the subject matter hereof and cannot be altered, modified, amended or waived except by a written instrument signed by the parties hereto. Should any provision of this Agreement be held to be void, invalid or inoperative, such decision shall not affect any other provision hereof and the remainder of this Agreement shall be effective as though such void, invalid or inoperative provision has not been contained herein.
6. **Assignees.** Licensee shall have the right to assign this Agreement or any of its rights hereunder at any time to any person, firm or entity. This Agreement is binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

7. Limitation of Use. Licensee may not use the music in connection with defamatory, or fraudulent content or in connection with pornographic or illegal images, sounds, or content, or any depictions of illegal activity whatsoever, whether directly or in context or by juxtaposition with other materials.
8. Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee.

EXHIBIT "B"
LICENSES, RIGHTS AND DEFINITIONS

Licenses:

- Promotion / Advertising / Business – Projects that are promoting, advertising or serving in any capacity for a brand, product or service.
- Film / Television / Radio / Web Series – Projects that are entertaining, educational, informative or creative in nature.
- Web Channel / Podcast / Video Log / Personal Use – Projects that are for the content creators personal website, Podcast or online channel with a production budget of under \$250.00 per episode.

License Rights:

Rights:

- Web Use – Online use for websites and social media accounts such as Facebook, YouTube, Instagram, and Vimeo
- Event – Clear for events or location use
- Film Festival – Use for one or more film festivals
- Theatrical – Clear to show in movie theaters, streaming platforms, and DVD/Blu-Ray distribution
- Broadcast – Clear for TV and Radio Broadcast