

## **SYNCHRONIZATION AND MASTER SOUND RECORDING LICENSE**

This License Agreement is made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ wherein \_\_\_\_\_ (“Licensor”) hereby grants to **KPCRadio.com**, its successors, sub-licensees and assigns (“Licensee”), the following rights:

A) Licensor: [NAME & ADDRESS] BAND MEMBER NAMES

B) Licensee: KPCRadio.com 6201 Winnetka Ave., Woodland Hills, CA

C) Composition(s): SONG NAMES

D) Composer(s): SONG WRITER NAMES

Publisher(s): n/a

PRS: n/a

E) Master Sound Recording: SONG TITLE

Recording Rights: n/a

Artist: BAND NAME

F) Program: YOUR SHOW TITLE:

G) Territory: Worldwide

H) Term: Perpetuity, commencing \_\_\_\_\_

I) Media: All Media now known or hereafter devised via any distribution method or means of transmission for any viewing device, excluding theatrical, but including without limitation all forms of each of the following: radio (satellite and terrestrial), internet streaming, internet download, television media (including without limitation free, basic cable, pay, subscription, satellite, pay-per-view, on-demand, free-on-demand, video-on-demand, subscription-on demand and closed circuit); non-theatrical media (including without limitation

Common Carriers and public areas); all audio visual devices and products for personal use (including without limitation video discs/cassettes and other digital video devices, and including pre-packaged goods and electronically delivered copies regardless of the means of data retention); internet or virtual private network communications (including without limitation whether by streaming, downloading or otherwise); networking technologies and storage and retrieval devices for the use of the Composition/Master Sound Recording embodied in the program as a whole; in context promotional advertising; throughout the world in perpetuity.

J) Use:

K) License Fee: One Dollar (\$1.00) US, receipt of which is hereby acknowledged by Licensor

L) Options: [INSERT OPTIONS IF APPLICABLE]

M) Licensor hereby grants to Licensee, its successors, sub-licensees and assigns, the non-exclusive rights for the purpose of recording the Composition/Master Sound Recording listed herein in synchronism or in timed-relation with the Program in which it is performed and to make copies thereof for distribution throughout the Territory and within the medium of exhibition specified.

N) In consideration of the fee(s) specified herein, Licensor hereby grants to Licensee, the non-exclusive right to record the Composition/Master Sound Recording in synchronism with certain visual images in the Program and further grants to Licensee the non-exclusive right to publicly perform for profit or non-profit and authorize others so to perform the Composition/Master Sound Recording in the exhibition of the Program to audiences by means hereinabove provided, by networks or local stations or as hereinabove provided within the Territory during the Term.

O) The recording rights hereinabove granted include such rights for air, screen, television and audio-visual trailers, promotions and advertisements for the promotion or exploitation of the Program.

P) Licensor represents and warrants that it is the owner of all right, title and interest as provided hereinabove, both legal and equitable, throughout the Territory in and to the Composition/Master Sound Recording (including the moral rights of authors) for all purposes whatsoever, without condition, restriction or limitation of any kind.

Q) Licensor warrants that it has the full right and authority to grant this license and that this license will not violate, conflict with or infringe upon any rights of any nature whatsoever of any person, firm or corporation. Licensor hereby agrees to defend and indemnify and hold Licensee its stations and networks and their successors, assigns and/or licensees, harmless against and from any and all claims and liability, including, without limitation, reasonable attorney's fees arising out of or resulting from use of the Composition/Master Sound Recording or any breach or claim of breach of any representation, warranty or covenant made by Licensor under this Agreement, which is reduced to judgment or settled with Licensee's prior written consent.

R) Licensors shall promptly notify Licensee of any alleged breach of the agreement by sending written notice to Licensee specifying the alleged breach and allowing Licensee 30 days in which to cure any such breach. In the event of Licensee's failure to cure, Licensors sole remedy will be money damages. In no event will Licensors be granted injunctive relief.

S) Licensee shall have the power and authority to assign its rights and obligations under this license to any party whatsoever without Licensors consent. This license is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

T) This agreement sets forth the entire understanding of the parties hereto with respect to the subject matter thereof and may not be altered or amended without an express written instrument to such effect accepted by both Licensors and Licensee and shall be governed and construed by and under the laws of the State of California.

U) This agreement may be executed in any number of counterparts, including facsimile copies, all of which when taken together shall constitute one agreement, and any party hereto may execute this agreement by signing any such counterpart.

IN WITNESS WHEREOF, Licensors and Licensee have caused this agreement to be executed as of the date first written above:

**LICENSOR:**

[INSERT NAME]

by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**LICENSEE:**

KPCRadio.com

by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title