

SYNCHRONILZATION LICENSE AGREEMENT

FESTIVAL USE ONLY

This "Agreement" entered into as of this _____ day of _____, between #####, LLC ("Company") located at: 1### C#####d Point Dr, Suite 4, Dooma, GA and _____ ("Licensor"), located at: _____.

The parties hereby agree as follows:

1. Musical Composition: The musical composition ("Composition") and the sole use of said musical composition, covered by this license is:

Title: _____ Writer: _____ Licensor: _____.

2. License:

a. For a fee of One U.S. Dollar (\$1.00), the sufficiency of which is hereby acknowledged, Licensor grants to Company the non-exclusive right and restricted license to perform publicly, for promotional purposes at Film Festivals and Film Markets, and to authorize others so to perform the Composition only in synchronization or timed relationship to the Film, Promotional Materials and trailers thereof, through out the universe in perpetuity in any media now known or hereinafter devised.

b. Film Festival and Film Market are defined as any gathering of filmmakers, including but not limited to production companies and independent filmmakers, for the purpose of promoting their film(s) for purchase and/or distribution of the film by a larger production company, studio or distribution company.

c. Company agrees not to manufacture or distribute sound recordings (including soundtrack albums, promotional CDs, and any and all methods of sound recording) separately from actual positive prints of the Film. Notwithstanding the foregoing, without in any way limiting Company's rights hereunder, the parties agree that Company shall have the right to include the Composition in a phonorecord (as such term is defined in the U.S. Copyright Revision Act of 1976). In connection therewith, Company agrees to pay the respective royalties from the Composition on any album or soundtrack to be negotiated in good faith by and between the parties hereto.

3. Motion Picture Title: The title of the only motion picture ("Film") with which Composition is to be used is currently "#####." Film's title is a working title and may change without affecting any term of the Agreement.

4. Term: The term of this Agreement shall commence upon execution of the Agreement and shall remain in full force and effect for the duration of all copyrights in the Composition, including but not limited to any renewals and extensions without Company having to pay any additional consideration thereof.

5. Territory: The territory ("Territory") covered by this license is: The Universe.

6. Publicity:

a. Any publicity, paid advertisements, press notices or other information with respect to the Film will be under the sole control of Company. Therefore, Licensor, his/her agents or

representatives, or any of them, will not issue or consent to and/or authorize any person or entity to release such information without the express prior written approval of Company. Any violation of this paragraph shall be considered a material breach of this agreement.

b. Licensor hereby grants Company the right during the Term of this Agreement, to issue and authorize publicity, paid advertisements, press notices and other information concerning Licensor.

c. Company shall have the right to use the Composition (in whole or in part) in connection with the in-context advertising, promotion and/or publicizing of the Film and/or Company's production services in and by any and all media, methods, manner and formats now known or hereafter devised, including, without limitation, television excerpts and trailers (collectively, "Promos").

7. Rights:

a. Licensor shall not have any right or interest in the Film and/or Promos.

b. Company shall have no right or authority (i) to make any change in the original lyrics or in the fundamental character of the music of the Composition; (ii) to use the title, the subtitle or any portion of the lyrics of the Composition as the title or subtitle of the Film; (iii) to dramatize or to use the plot or any dramatic content of the lyrics of the Composition; or (iv) to make any other use of the Composition not expressly authorized herein.

8. Assignment: Company shall be entitled to assign all or a portion of the rights and licenses granted herein for the purposes of authorizing or permitting the exhibition, broadcast, transmission, reproduction or performance of the Film and/or Promos, and/or portions or excerpts thereof, and shall be entitled to assign this agreement in its entirety to any person, firm or corporation acquiring ownership of or production rights to the Film and/or Promos without further payment to Licensor. For the avoidance of doubt, and notwithstanding the foregoing, Company shall be entitled to assign all or a portion of the rights and licenses granted herein.

9. Representations and Warranties: Licensor represents and warrants that (i) Licensor has full power and authority to enter into and fully perform this agreement and that it owns or controls the rights in the Composition granted to Company herein; (ii) all elements within the Composition are either original with the Licensor or are fully cleared by the Licensor; (iii) the Composition is free and clear of any liens or claims; (iv) Company's use of the Composition in the manner authorized herein will not give rise to any claims of infringement, invasion of privacy or publicity or claims for payment of re-use fees or residuals (any and all third party payments shall be Licensor's responsibility) and (v) Licensor will not act in a manner or enter into any oral or written agreements inconsistent with this agreement.

10. Indemnification: Licensor shall indemnify and hold harmless Company, its parents, successors, assigns and licensees from and against any and all losses, damages, liabilities, reasonable attorneys' fees and costs, actions, suits, other claims arising out of Company's exercise of such rights, or Licensor's breach or alleged breach, in whole or in part, of the foregoing representations and warranties. Licensor shall reimburse Company upon demand for any payment made by Company at any time with respect to such losses, damages, liabilities, attorneys' fees and costs, actions, suits or other claims to which the foregoing indemnity applies.

11. Entire Agreement: This license is binding upon and shall inure to the benefit of the respective licensees, successors, and assigns of the parties hereto. This agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and shall be governed by and construed in accordance with the law of the State of Georgia.

12. Remedies: Once signed, this agreement constitutes the entire binding agreement between the parties and supersedes all prior and contemporaneous written or oral agreements pertaining thereto and can

only be modified by a writing signed on behalf of both parties hereto. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the city of Marietta, Georgia, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The provisions of this Clause may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all reasonable legal fees, costs, and expenses, including attorneys' fees, which shall be borne by the non-prevailing party in any such arbitration (or mediation or litigation).

13. Screen Credit:

- a. Company agrees to give end titles crawl credit and music cue sheet to read:

“ _____ ”
Music written by _____
Performed by _____
Published by _____
Courtesy of _____

Size, type, style, placement and duration shall be determined by Company.

- b. Licensor shall be given the above credits only in the event that the Film is produced and in the event of any inadvertent error with either credit, Licensor is not entitled to any injunctive relief.

14. No Obligation: Company does not represent or warrant any obligation to make Film, release Film or use the Composition in the Film and/or Promos.

15. Other Terms and Conditions: The other terms and conditions of this Agreement are as customary for agreements of this nature and are deemed incorporated herein by this reference.

Agreed To and Accepted By:

Licensor

Name:
Its: Authorized Representative

LLC (“Company”)

Name:
Its: Authorized Representative

SCHEDULE A

As part of an agreement between _____ (“Licensor”) and
 ##### LLC (“Company”) dated as of _____ in
 connection with the feature film currently entitled “#####”
 (“Film”).

SONG TITLE	WRITER(S) & PRO (ASCAP/BMI, etc.)	PERCENTAGE OF AND RIGHT IN QUESTION (I.E. 100% OF MASTER OR PUBLISHERS SHARE)	PUBLISHER(S)/ ADMINISTRATOR (S) & PRO (ASCAP/BMI, ETC.)	USAGE AND DURATION (I.E. END/MAIN TITLES)