

## MASTER USE LICENCE

RE: (Title of Film) and the Recording(s) entitled: (Song Title)

Made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

**BETWEEN: (Producer)**, located at **(Address)** (“**Licensee**”) which owns and controls the Production identified in items 1 and 2 of Exhibit “A”,

**AND: (Rights Holder)**, located at **(Address)** (“**Licensor**”), and where any payable License Fee will be made payable to Licensor, and where correspondence will be sent to the attention of Licensor.

The following, including Exhibit “A” annexed hereto and made a part hereof, shall constitute an agreement between Licensee and Licensor.

1. **RECORDING(S):** Licensor controls certain rights in the master sound recording(s) identified in Item 4 of Exhibit “A” (the “Recording(s)”).
2. **GRANT OF RIGHTS:** Subject to the provisions of this Agreement, Licensor hereby grants to Licensee a non-exclusive license for the media described in Item 5 of Exhibit “A” (the “Licensed Media”), and for the territory described in Item 6 of Exhibit “A” (the “Licensed Territory”) and for the period described in Item 7 of Exhibit “A” (the “Term of License”): and to reproduce, perform and exhibit the Recording(s) in whole or in part in synchronisation or timed relation solely in connection with the Program described in Items 1 and 2 of Exhibit “A” (the “Production”), and also the right to use the name and likeness of either Performer or Composer, and only for the purpose described in Item 8 of Exhibit “A” (the “Use Type and Duration”). All rights not specifically granted to Licensee herein are specifically excluded from the scope of this license and are hereby reserved by Licensor. Nothing herein contained shall require Licensee to actually utilise any or all of the rights herein granted. Unless otherwise specifically provided for in Exhibit “A”, this license does not authorise or permit any other use of the Recording(s) unless expressly authorised hereunder.
3. **CONSIDERATION:** Upon execution of this Agreement, Licensee agrees to pay Licensor the sum(s) specified in Item 9 of Exhibit “A” (the “License Fee”) and plus GST, if applicable, and so long as there is a GST number listed in Item 10 of Exhibit “A” (the “GST Number”)
4. **CREDIT:** Subject to Licensee’s use of the Recording(s) in the Production, and at the Licensee’s sole discretion, Licensee may accord Licensor a credit in the tail credits of the Production, similar to Item 11 in Exhibit “A” (the “Credit Information”)

5. **ASSIGNABILITY:** Licensee may transfer or assign all or a portion of its rights hereunder to any person, corporation or entity, provided that such person, corporation or entity assumes all obligations of Licensee hereunder in writing.
6. **NO INJUNCTIVE RELIEF:** Notwithstanding anything to the contrary contained herein, Licensor agrees that in the event of a breach of the Agreement by Licensee, or its designee, in whole or in part, Licensor's only right or remedy, if any, is to seek an action at law for monetary damages, and in no event shall Licensor be entitled to seek to enjoin or restrain the advertising, promotion, publicity, production, distribution, or exploitation of the Production or any of the rights therein.
7. **GOVERNING LAW:** This License and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the Province of \_\_\_\_\_ and any disputes arising hereunder shall be subject to the exclusive jurisdiction of the provincial and federal courts located in the Province of \_\_\_\_\_.
8. **WARRANTY AND INDEMNIFICATION:** Licensor represents and warrants that it owns, controls and/or administers the percentage of the Recording(s) as noted in Item 4 in Exhibit "A", for the Territory, that it owns and controls all the rights necessary to enter into and fully perform this Agreement, that the consent of no other person, firm or corporation is required to grant such rights, and that Licensee's use of the Recording(s) will not infringe upon the rights of any person, firm or corporation. Licensor shall defend and indemnify and otherwise hold Licensee free from and against any liabilities, claims, demands, damages, costs, penalties and expenses including, without limitation, reasonable attorney's fees and court costs arising out of or resulting from any breach or claims of breach of Licensor's agreements, representations or warranties hereunder. Licensee warrants that it owns or controls all rights in the Production which are necessary to enter into and fully perform this Agreement.
9. **WAIVER OF DROIT MORALE:** Licensee shall have unlimited rights, to vary, change, alter, interpolate, modify, add to and/or delete from the Recording(s) and to use portions of the Recording(s) and to combine same with works of others. Licensor hereby waives in favour of Licensee and Licensee's successors and assigns any moral rights.
10. **MISCELLANEOUS:** Licensor hereby acknowledges that Licensee shall be the owner of the Production and all copyright therein and thereto free of any claims from Licensor or any third party. Licensee is proceeding in reliance of the terms of this Agreement as such terms are specified above. Licensor shall execute any other documentation required by Licensee in connection with the rights granted herein.

If the foregoing is in accordance with your understanding, please so indicate by signing below.

**LICENCEE: (Producer)**

\_\_\_\_\_  
Authorised Signing Authority

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness (please print name)

**ACCEPTED AND AGREED TO:**

**LICENSOR: (Rights Holder)**

\_\_\_\_\_  
Authorised Signing Authority

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness (please print name)

**EXHIBIT "A"**

Annexed to the MASTER USE LICENSE dated the \_\_\_\_\_ day of \_\_\_\_\_, 2002  
between Licensee and Licensor.

1. Title of Program (the "Production"): \_\_\_\_\_
2. Type of Program: **(Feature Film/Video/Documentary)**
3. Date Of First Exhibition: **TBA**
4. Recording(s)
  - (a) Title of Song(s): \_\_\_\_\_
  - (b) Performer(s): \_\_\_\_\_
  - (c) Licensor: \_\_\_\_\_ for 100%
5. Licensed Media: **ALL MEDIA NOW KNOWN OR HEREAFTER DEvised,**  
including a Full Videogram Buyout and Trailers, in context or otherwise.
6. Licensed Territory: **World**
7. Term of License: **Perpetuity**
8. Use Type and Duration: **(describe use in film)**  
\_\_\_\_\_  
\_\_\_\_\_
9. License Fee: \$\_\_\_\_\_
10. GST Number (if applicable): \_\_\_\_\_
11. Credit Information: \_\_\_\_\_  
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