

**FILM SYNCHRONIZATION AND  
PERFORMANCE LICENSE**

Date: \_\_\_\_\_  
Licensor: \_\_\_\_\_  
Composition: \_\_\_\_\_  
By: \_\_\_\_\_  
Licensee: \_\_\_\_\_  
Film: \_\_\_\_\_

1. Licensor hereby grants to Licensee, and to Licensee's successors and assigns, the following non-exclusive, irrevocable and perpetual rights with respect to the Composition:

- (a) to record the Composition in synchronization or timed relation with the Film in any manner, medium, form, or language;
- (b) to make copies of the Composition as so recorded in the Film, and to exploit the same in the United States;
- (c) to include the Composition as so recorded in the Film in any media whatsoever, now known or hereafter devised, and to manufacture, distribute, sell, and/or rent the same throughout the United States, including via the internet;
- (d) to publicly perform and to authorize others to publicly perform the Composition as so recorded in the exhibition of the Film (including via direct projection or any other means now known or hereafter devised) throughout the United States to audiences in motion picture theaters and other places of entertainment where motion pictures are customarily exhibited; and
- (e) to utilize the Composition as so recorded in the Film in in-context trailers, advertisements, teasers, promotional clips, and the like.

2. Performance of the Composition in the Film by means of television, satellite, internet, and/or other form of transmission, shall be permitted, so long as the person, firm, or corporation by whom or through whom the signal is conveyed possesses a valid performing rights license.

3. The fee to be paid for the rights granted hereunder, payable upon execution of this license, shall be \$ \_\_\_\_\_. This agreement shall not be effective nor shall any rights be granted hereunder until Licensor receives the executed agreement and payment of the license fee.

4. Licensee shall not have the right to alter the fundamental character of the music of the Composition, utilize substitute lyrics with such music, utilize the title or subtitle of the Composition as the title of the Film, or utilize the story of the Composition.

5. The rights granted herein shall endure for the period of all copyrights in and to the Composition, and any and all renewals or extensions thereof.

6. Licensor represents and warrants that it has the legal right and power to grant this license. Licensor will indemnify and hold Licensee harmless from any and all claims, liabilities, losses, damages, and expenses, including without limitations legal expenses and attorney fees,

arising from any breach of Licensor's warranties, or otherwise arising from Licensee's use of the Composition.

7. This license shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and/or assigns, provided that no assignment by Licensee or any successor to or assignee of Licensee shall be effective unless the assignee shall execute and deliver to Licensor an agreement to be bound by this license.

Licensor

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Name: \_\_\_\_\_

Licensee

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Name: \_\_\_\_\_

*for office use only*

*Student Producer's Name:* \_\_\_\_\_

*Home/Permanent Address:* \_\_\_\_\_

*Phone:* \_\_\_\_\_ *Campus E-mail:* \_\_\_\_\_@carleton.edu

*Current Working Title of Production:* \_\_\_\_\_

*Course for which this Production is Made:* \_\_\_\_\_ *Term:* \_\_\_\_\_ *Year:* \_\_\_\_\_