

BROAD RIGHTS LICENSE

1. The musical composition (the "Composition") covered by this license is:

_____.

2. The motion picture (the "Motion Picture") covered by this license is tentatively titled:

_____.

3. The type and number of uses of the Composition to be recorded are: One (1) Background Vocal Use, not to exceed

4. The "territory" covered hereby is: the entire world.

5. IN CONSIDERATION of the sum of _____ (\$ _____) Dollars: _____ (\$ _____) Dollars of which is for exhibition in motion picture theatres and television broadcasts and _____ (\$ _____) Dollars of which is for audio-visual devices as further described in paragraphs 9 and 10, to be paid upon the execution and delivery hereof, _____

_____ (hereinafter referred to as the "Publishers) hereby grants to _____, its successors and assigns (hereinafter referred to as the "Producers) the non-exclusive right, license, privilege and authority to record, dub and synchronize on film or videotape in each country of the territory, the aforesaid type and use of the Composition in synchronization or in timed-relation with the Motion Picture, but not otherwise, and to make copies of such records and import said recordings and/or copies thereof into any country throughout the territory, and to exhibit, distribute, exploit, market and perform said Motion Picture throughout each country in the territory all in accordance with and subject to the terms and limitations hereinafter set forth.

6. Publisher hereby grants to Producer the non-exclusive right and license to publicly perform for profit or non-profit and authorize others so to perform the Composition in the exhibition of the Motion Picture to audiences in motion picture theatres and other places of public entertainment where motion pictures are customarily exhibited in the United States and its territories and possessions ("the U.S."), including the right to televise the Motion Picture into such theatres and such other public places, with the understanding and upon the condition that the Motion Picture shall not be exhibited in the U.S. by means of television for any other purpose whatsoever, until and unless licensed therefore as hereinafter provided.

7. The right to exhibit the Motion Picture in the U.S. by means of television (other than as described in paragraph 6 hereinabove), including by means of "pay television", "subscription television", "CATV" and "closed circuit into homes television", is and shall be available only under the following circumstances:

(a) The Motion Picture may be exhibited by means of television by networks, local stations or closed circuits having valid performance licenses therefor from the American Society of Composers, Authors and Publishers ("ASCAP") or Broadcast Music, Inc. ("BMI"), as the case may be.

(b) Exhibition of the Motion Picture by means of television by networks, local stations or closed circuits not licensed for television by ASCAP or BMI is subject to clearance of the performing rights either from Publisher or ASCAP (or BMI) or from any other licensor acting for or on behalf of Publisher.

8. Irrespective of any of the foregoing, it is understood that clearance by performance rights societies in such portion of the territory as is outside of the U.S. will be in accordance with their customary practices and the payment of their customary fees.

9. Subject to the provisions set forth in paragraphs 9, 10, and 11 herein, Publisher hereby grants to Producer, in each country of the territory, the non-exclusive right to cause or authorize the fixing of the Composition embodied in the Motion Picture on audio-visual contrivances of the Motion Picture such as video cassettes, video tapes, video-records and similar compact audio-visual devices ("Video-Records") and:

(a) to utilize such Video-Records for any of the purposes, uses and performances hereinabove set forth: and

(b) to sell, lease, license or otherwise make such Video-Records available to the public as a device solely for "home use" (as such term is commonly understood in the phonograph record industry).

10. (a) The amount set forth in paragraph 5 herein regarding the rights granted in paragraph 9 above, shall be deemed payment in full for the first 50,000 units sold.

(b) Producer shall render to Publisher semi-annual reports within forty-five (45) days after June 30 and December 31 of each year hereafter, setting forth the number of units sold.

(c) Producer shall notify Publisher in writing when sales have reached no less than 40,000 units and no more than 45,000 units. At such time, if it is anticipated that sales will exceed 50,000 units, additional payment by Producer to Publisher shall be made and such shall be negotiated in good faith.

(d) The rights granted in paragraph 9 specifically exclude sales of Video-Records in excess of 50,000 units. All sales in excess of 50,000 units which have not been licensed in accordance with paragraph 10(c) shall be considered an infringement of copyright and actionable thereby.

11. Producer may exercise the rights granted under paragraph 9(b) hereof in such portion of the territory as is outside the U.S. only pursuant to agreements, licenses or arrangements made with sub-publishers, agents or other licensees or parties who then control such rights in the Composition in such portion of the territory as is outside the U. S.

12. This license does not authorize or permit any use of the Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of the Composition, to use the title or subtitle of the Composition as the title of a motion picture, to use the story of the Composition or to make any other use of the Composition not expressly authorized hereunder.

13. The recording and performing rights hereinabove granted include such rights for air, screen and television trailers solely for the advertising and exploitation of the Motion Picture. The rights granted in this license specifically exclude television trailers on network TV stations. Producer shall have the right to utilize the Composition in advertisements of the Motion Picture as long as such use does not exceed five (5) seconds in duration and such use is within the context of the scene in which the Composition appears in the Motion Picture.

14. The recording and performing rights hereinabove granted shall endure for the periods of all copyrights in each country of the territory in and to the Composition, and any and all renewals or extensions thereof in each country of the territory that Publisher, its successors or assigns may now own or control or hereafter own or control.

15. Publisher warrants only that it has the legal right to grant this license and this license is given and accepted without any other warranty or recourse. If said warranty shall be breached in whole or in part, Publisher shall either repay to Producer the consideration theretofore paid to Publisher for this license to the extent of the part thereof which is breached or shall hold Producer harmless to the extent of the consideration theretofore paid to Publisher for this license. In no event shall the total liability of the Publisher exceed the consideration received by it hereunder.

16. Publisher reserves all rights not expressly granted to Producer hereunder for its use and disposition anytime, anywhere. All rights granted hereunder are granted on a non-exclusive basis.

17. Producer agrees to furnish Publisher with a copy of the music cue sheet for the Motion Picture within thirty (30) days (excluding "Sneak Previews") after the first public exhibition of the Motion Picture at which admission is charged.

18. Producer agrees that prior to exercise of the rights granted pursuant to paragraph 9(b) hereinabove, Producer shall notify Publisher in writing of its intention to exercise such rights, including the proposed date of first use.

19. In the event Producer gives credit to any of the owners of musical compositions incorporated in the Motion Picture, Producer agrees to give Publisher the following credit in substantially the following manner:

20. This license in its entirety (both recording and performing rights) shall terminate if the license fee pursuant to paragraph 5 due under this agreement has not been paid in full within ten (10) days of any public performance of the recording of the Composition in the exhibition of the Motion Picture.

21. This license is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

22. This license shall be governed by and subject to the laws of the State of _____ applicable to agreements made and to be wholly performed within such State.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the ___ day of _____.

If the foregoing correctly reflects your understanding and agreement, please so indicate by signing below.

Very truly yours.

PUBLISHER:

PRODUCER:
