

# Agreement With Music Publisher for Use of Song Sample

## Introduction

This Agreement is between \_\_\_\_\_ ("Licensee") and  
\_\_\_\_\_ ("Licensor").

## Original Composition

Licensor is the owner of an original composition \_\_\_\_\_  
(the "Original Composition").

## New Composition

Licensee intends to use a portion of the Original Composition in a new composition entitled  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
as performed by \_\_\_\_\_ (the "Artist").  
The New Composition will appear on Artist's recording (the "Recording").

## Approved Usage

Licensee agrees that the amount of the Original Composition usage will not exceed that in  
the copy of the New Composition furnished to Licensor ("Approved Usage").

## Grant of Rights

Licensor grants to Licensee the nonexclusive right to use, reproduce, and sell the Original  
Composition as included within the New Composition. Licensee may remix, edit, or create  
new derivative versions of the New Composition, but Licensee's usage cannot exceed the  
Approved Usage. This grant of rights lasts for the full length of copyright of the New  
Composition. Licensor also grants to Licensee and its assigns the right to include and exploit  
the Original Composition in the Approved Usage for internet usage, video clips, and  
audiovisual uses, all solely for advertising and promoting the sale of the New Composition.  
This grant is binding on Licensee's assigns and sublicensees. Licensor retains all rights  
other than those granted in this Agreement.

## Territory

The rights granted under this Agreement cover \_\_\_\_\_  
(the "Territory").

## Other Uses

In the event that the Licensee intends to use portions of the Original Composition for any other purposes (other than those stated in this Agreement), Licenser agrees to negotiate those licenses in good faith.

## Mechanical Income

Licensee will pay Licenser as follows. Payments based on unit sales will be due regardless of the configuration of the Recording or whether released by Licensee or Licensee's affiliates or sublicensees. Any payments provided in this Agreement are contingent on the embodiment of the Original Composition within the New Composition. That is, if the Original Composition is not included within the Recording, no payment is due to Licenser. Licensee will pay Licenser as follows:

*(Check and fill in blanks)*

**Flat Fee.** Licensee will pay Licenser a flat fee of \$ \_\_\_\_\_ on execution of this Agreement as full payment for all rights granted.

**Royalties and Advance.** Licensee agrees to pay Licenser a reduced mechanical royalty rate of \_\_\_\_\_ % of the statutory rate. Licensee agrees to pay Licenser a recoupable mechanical royalty advance of \$ \_\_\_\_\_ on execution of this Agreement. Licensee will pay Licenser within 30 days after the end of each quarter. Licensee will also furnish an accurate statement of sales of Records during that quarter. Licenser has the right to inspect Licensee's books on reasonable notice.

## Performance Income

*(Check and fill in blanks, if applicable)*

The Recording must be cleared with the appropriate performance society (that is, BMI, ASCAP, SOCAN, and so on), and the clearances must state that the Recording includes the Original Composition. Licenser will be credited with \_\_\_\_\_ % of the Licenser Income, and the writers of the Original Composition \_\_\_\_\_ will be credited with a total of \_\_\_\_\_ % of the Writer's Income.

## Credit

*(Check and fill in blanks, if applicable)*

All releases of the Recording will contain the following statement:

"Contains portions of \_\_\_\_\_ used by permission of \_\_\_\_\_. All rights reserved."

## **Copyright Registration**

In the event that the New Composition is registered for copyright, the Original Composition must be identified in space six of the Form PA as a preexisting work, and a copy of the application must be sent to Licensor.

## **Warranties**

Licensor warrants that it has the power to enter into and grant the rights in this Agreement.

## **Commercial Release**

Licensee will furnish Licensor with two copies of any compact disc, single, or any other configuration of the Recording within two weeks of its commercial release.

## **Mediation; Arbitration**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-on mediator in \_\_\_\_\_.

Any costs and fees other than attorneys' fees will be shared equally by the parties. If it is impossible to arrive at a mutually satisfactory solution within a reasonable time, the parties agree to submit the dispute to binding arbitration in the same city or region, conducted on a confidential basis under:

- the Commercial Arbitration Rules of the American Arbitration Association, or
- the rules of \_\_\_\_\_.

Any decision or award as a result of arbitration will include the assessment of costs, expenses, and reasonable attorneys' fees and a written determination of the arbitrators. Absent an agreement to the contrary, arbitration will be conducted by an arbitrator experienced in music industry law. An award of arbitration is final and binding on the Band Partners and may be confirmed in a court of competent jurisdiction. The prevailing party has the right to collect from the other party its reasonable costs and attorneys' fees incurred in enforcing this Agreement.

## **General**

Nothing contained in this Agreement makes either Licensee or Licensor a partner, joint venturer, or employee of the other party for any purpose. This Agreement may not be amended except in a writing signed by both parties. No waiver by either party of any right can be construed as a waiver of any other right. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement will be interpreted to carry out the intent of the parties. This Agreement is governed by and

interpreted under the laws of the State of

This Agreement expresses the complete understanding of the parties and supersedes all prior proposals, agreements, representations, and understandings. Notices required under this Agreement can be sent to the parties at the addresses provided below. In the event of any dispute arising from or related to this Agreement, the prevailing party is entitled to attorneys' fees.

**Licensee**

Licensee Name \_\_\_\_\_

Licensee Representative Name and Title \_\_\_\_\_

Licensee Representative Signature \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

**Licensor**

Name of Licensor \_\_\_\_\_

Licensor Representative Name and Title \_\_\_\_\_

Licensor Representative Signature \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_