

## MUSIC RELEASE

For good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned, do hereby grant to \_\_\_\_\_ (“Producer”) the right to use the sound recording of the musical composition entitled “\_\_\_\_\_” and the underlying musical composition embodied therein (collectively, the “Music”) in connection with the short film, currently entitled “\_\_\_\_\_” (“Production”).

I hereby grant to Producer a non-exclusive, fully paid-up license to record, reproduce, and publicly perform the Music in whole or in part in synchronization or timed relation with the Production, and any advertising or publicity material relating thereto, in any manner or medium, whether now known or hereafter developed, throughout the universe in perpetuity without restriction, limitation or condition; and to exhibit, distribute, and otherwise exploit the Production containing the Music, and any advertising or publicity material relating thereto, in any manner or medium, whether now known or hereafter developed, throughout the universe in perpetuity without restriction, limitation or condition.

Nothing herein contained shall require Producer to actually utilize any or all of the rights herein granted.

I represent and warrant that: (a) I am the sole copyright owner of the Music and I have the full right, power, and authority to enter into this agreement and to grant the rights contained in this agreement; (b) Producer’s exercise of the rights granted to Producer herein shall not infringe or violate any third-party right, including, without limitation, copyrights; and (c) I shall pay (and Producer and Producer’s licensees shall not be required to pay) any fees, royalties, and other sums required to be paid to third parties (including, without limitation, so-called “residuals” and payments to any producer, mixer, engineer, composer, or any other person who has rendered services in connection with the Music) under any applicable collective bargaining agreements, or agreements between Producer and any third party that relate to this agreement, or otherwise in connection with Producer’s use of the Music as permitted herein. I will indemnify, defend, and hold Producer, its employees, associates (including, but not limited to, any financiers or distributors and their licensees), successors, designees, licensees, and assigns, harmless from and against any and all claims, liabilities, losses, damages, and expenses actually incurred by Producer by reason of my breach of any of the foregoing representations and warranties.

I hereby waive the right to seek injunctive or other equitable relief under this agreement and acknowledge that my sole remedy shall be an action for monetary damages. This agreement sets forth the entire agreement between me and Producer with respect to the subject matter hereof, and no modification, amendment, waiver, termination, or discharge of this agreement or any provisions hereof shall be binding upon me or Producer unless confirmed by written instrument signed by me or Producer, as applicable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name