

Combined Synchronization and Master Use License Agreement

This Combined Synchronization and Master Use License Agreement ("License") is made and entered into this _____ day of _____, 2004, by and between Ed Perrone, 5535 FM 1000, Mt. Pleasant, TX 75455 USA, ("Artist") and _____ ("Company").

- 1. Composition:** The "Composition" is entitled " _____ " written by Ed Perrone.
- 2. Master:** The "Master" is the master recording of the Composition embodying the performance of the Artist.
- 3. Picture:** The "Picture" is the motion picture being produced by the Company and tentatively entitled " _____ ".
- 4. Territory and Term:** The Territory of this license is throughout the world. The Term of this license is in perpetuity.
- 5. Grant of Rights:** Artist hereby irrevocably licenses and grants to Company the following perpetual and non-exclusive rights and licenses:
 - a) to record, arrange, dub, reproduce, perform, and synchronize the Composition and the Master, or any portion thereof, in the soundtrack of or in timed relation with the Picture;
 - b) to make copies of the Picture embodying the Composition and the Master, and to distribute, and to license and authorize others to distribute, such copies throughout the world in any medium or forum, whether now known or hereinafter created;
 - c) to utilize the Composition and the Master, or any portion thereof, for the purpose of advertising and promoting the Picture.
- 6. Limitations:** The rights granted herein expressly do not include the right to record, arrange, reproduce, perform, distribute, or otherwise use or exploit either the Composition or the Master in any manner separately or independently of the production or marketing of the Picture. All rights not explicitly granted to the Company in this license are reserved exclusively by the Artist. Any use of either the Composition or the Master in a soundtrack album derived from the Picture shall be subject to a separate written agreement to be negotiated in good faith between the parties.
- 7. Consideration:** In Consideration for the rights granted herein, the Company agrees to pay the Artist the sum of _____ United States dollars upon the execution of this agreement.
- 8. Copy:** The Company shall provide the Artist with one (1) finished copy of the Picture in VHS or DVD format.
- 9. Credit:** Artist shall receive credit in the Picture in substantially the format:

" _____ "
Words and music by Ed Perrone (BMI)
Performed by Ed Perrone
Copyright © 2003 by Ed Perrone.

Size and placement of the credit in the Picture shall be at the sole discretion of the Company.

- 10. Cue sheet:** The Company agrees to prepare an accurate music cue sheet for the Picture and file the cue sheet with the Artist's performing rights society, with a copy provided to the Artist, within thirty (30) days after the completion of the Picture. The Artist's performing rights society is BMI, Music Cue Sheet Department, 8730 Sunset Blvd., 3rd Floor West, Los Angeles, CA 90069. In the cue sheet, the "composer" for the Composition shall be designated as "Ed Perrone (100%)." The "publisher" shall be designated as "none."
- 11. Artist's Warranty:** Artist hereby represents and warrants that he is the author of the Composition, the owner of all rights granted herein, and has the full legal right, power and authority to grant this license.
- 12. Assignment:** The rights granted herein shall insure to the benefit of the Company, its licensees, successors and assigns.

Ed Perrone (Artist)

(typed name) for the Company