MASTER USE LICENSE

Date: ______________________________________
Licensor: ____________________________________
Master: _____________________________________
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 Master:

   (a) to record the Master in synchronization or timed relation with the Film in any manner, medium, form, or language;
   (b) to make copies of the Master as so recorded in the Film, and to exploit the same in the United States;
   (c) to include the Master 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 Master as so recorded in the exhibition of the Film via any means now known or hereafter devised throughout the United States, including via the internet; and
   (e) to utilize the Composition as so recorded in the Film in in-context trailers, advertisements, teasers, promotional clips, and the like.

2. 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.

3. Licensor shall not have the right to alter the fundamental character of the music of the Master, or utilize substitute lyrics with such music.

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

5. Licensor warrants and represents that Licensor has the right to grant this license, and that the use of the Master as herein contemplated will not violate the rights of any person or entity. 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 Master.
6. 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: _____