

**MUSIC SYNCHRONIZATION LICENSE AGREEMENT**

Agreement entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2006, between \_\_\_\_\_ (the "Licensor"),

Enter the Co-Writer's Name

and \_\_\_\_\_ (the "Producer").

Enter the Co-Writer's Address

Enter Entrant's Name

Enter Entrant's Address

WHEREAS, Publisher controls certain rights in the musical composition entitled " \_\_\_\_\_ " written by

Enter the Song Title

(the "Composition"); and

Enter the Names of all Co-Writer's

WHEREAS, Producer wishes to record the Composition in synchronization and/or timed relation with the Program tentatively entitled "CMT's Music City Madness Video Contest" (the "Program");

NOW, THEREFORE it is agreed as follows:

1. For promotional consideration, Publisher hereby grants to Producer the non-exclusive, irrevocable right and license to record and to perform the Composition in synchronization and/or timed relation in connection with the above-defined Program. This License shall cover Producer's unlimited usage of any such Composition or any portions or excerpts thereof, used within the Program.

2. Producer shall have the right to use the Composition within the Program and to exploit the Program in and by any and all media, methods, manner and formats now known or hereafter devised.

- a) The term ("Term") of this license is: perpetuity
- b) The territory ("Territory") covered by this license is: Worldwide
- c) The type and timing of use of the Composition is up to the full performance and related excerpts.
- d) Publisher's administrative share of the Composition is: \_\_\_\_\_ % (Enter Co-Writer's portion of Composition)

3. Producer shall have the right to use the Composition as embodied in the Program for in-context excerpts and/or trailers in connection with the advertising, promotion and exploitation of the Program (collectively referred to as "Promotions") in all media.

4. Producer shall be entitled to assign all or portion of the rights licenses granted herein for the purposes of authorizing or permitting the exhibition, broadcast, transmission, reproduction or performance of the Program, and portions thereof, and shall be entitled to assign this agreement in its entirety to Country Music Television Inc. ("CMT") or any corporation acquiring ownership of or production rights to the Program without further payment to Licensor. Upon exhibition of this Composition in the Program by CMT, the rights granted herein shall be deemed assigned to CMT.

5. Producer is under no obligation to include the Composition within the Program.

6. Publisher represents and warrants that (i) Publisher has full power and authority to enter into and fully perform this agreement and that it owns or controls the rights in the Composition granted to Producer herein; (ii) all elements within the Composition are either original with the Publisher or are fully cleared by the Publisher; (iii) the Composition is free and clear of any liens or claims with respect to the use of such Composition in the manner authorized herein, and that such use authorized herein will not give rise to any claims of infringement, invasion or privacy or publicity or claims for payment of re-use or residuals.

7. Publisher shall indemnify and hold harmless Producer, its successors, assigns and licensees from and against any and all losses, damages, liabilities, reasonable attorneys' fees and costs, actions, suits, other claims arising out of Producer's exercise of such rights, or breach or alleged breach, in whole or in part, of the foregoing representations and warranties. Publisher shall reimburse Producer upon demand for any payment made by Producer at any time with respect to such losses, damages, liabilities, attorneys' fees and costs, actions, suits or other claims to which the foregoing indemnity applies.

8. This license is binding upon and shall inure to the benefit of the respective licensees, successors, and assigns of the parties hereto. This agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the state of New York.

Agreed To And Accepted By:

\_\_\_\_\_  
Enter the Co-Writer's Name

\_\_\_\_\_  
Enter Entrant's Name

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature