

# Music Licensing Agreement

## 1. Parties

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This **Music Licensing Agreement** (shall be referred as "**Agreement**" hereinafter) has been signed by and between the parties below, on \_\_\_\_\_;

**The "Licensor"**

**The "Licensee"**

**WHEREAS** the Licensor is the owner of the musical composition and the Licensee is an organization seeking to use the music;

**WHEREAS**, the Licensor is the sole owner of the rights of the copyright on the musical composition subject to this Agreement and agrees to grant a license to the Licensee in accordance with the term and conditions written in this Agreement;

**NOW, THEREFORE**, the Licensor and the Licensee agrees as follows;

## 2. Type of the License

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Under this Agreement, a **public performance license** is granted. It only grants the Licensee to broadcast the musical composition in a public space. Reproduction, covering, usage for commercial purposes, re-mixing is not in the scope of this license.

The Licensee agrees and undertakes to use the musical composition within this scope and accepts that legal remedies shall be applied in case of unauthorized usage.

### 3. Term and Termination

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The term of this Agreement is \_\_\_\_\_ starting from the effective date which means the date of last signature below.

Each of the parties may terminate this Agreement with a \_\_\_\_\_ days prior notice the the other party. In such a case, the right and obligations of the parties shall remain in force until the effective date of the termination.

If either party breaches any provision of this Agreement, the other party may provide a written notice specifying the breach. This notice shall include the period given for remedy. If the breaching party fails to remedy the breach within the given period, the non-breaching party may terminate this agreement immediately upon written notice.

Regardless of the reason for termination, the Licensee shall immediately cease all public performances of the musical composition and return any physical copies or materials related to the licensed music to the Licensor if demanded.

### 4. License Fee

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The Licensee agrees to pay the Licensor \_\_\_\_\_ as license fee. This amount shall be paid monthly, in \_\_\_\_\_ equal installments, \_\_\_\_\_ day of each month at the latest. The Licensee shall make all payments to the Licensor through \_\_\_\_\_.

If the Licensee fails to pay any of the installments on time, the Licensor may charge %\_\_\_\_\_ of each installment. In case of late payment, the Licensor may also suspend the Licensee's rights with a \_\_\_\_\_ days prior notice.

### 5. Liability

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In cases of breach of this Agreement, such as unauthorized use, unfair commercial profit, improper distribution, the Licensee shall be liable to pay compensation as well as reparation od damages. The maximum liability of either party to the other under this Agreement, whether in breach, tort, or otherwise, shall be limited to the total amount of license fees paid by the Licensee under this Agreement.

## 6. Force Majeure

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Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, pandemic, terrorism, civil unrest, governmental actions, labor disputes, or technical failures, any force majeure event.

If a force majeure event continues for a period of \_\_\_\_\_ or more, the Licensee may terminate the Agreement immediately without paying any compensation by stating that it cannot fulfill its payment obligation. Likewise, the Licensor may terminate the Agreement after this period.

## 7. Assignment

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Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

## 8. No Waiver

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The failure of either party to enforce any provision of this Agreement or to exercise any rights or remedies shall not be deemed a waiver of such provision, right, or remedy.

## 9. Governing Law

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Any disputes arising out of or in connection with this agreement shall tried to be settled in a peaceful way. This agreement shall be governed by and construed in accordance with the applicable federal laws and the laws of the State of \_\_\_\_\_.

**The Licensor**

Date

Signature

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**The Licensee**

Date

Signature

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