

Pat Meth Music Corp.

SYNCHRONIZATION LICENSE

Agreement made as of _____, by and between _____ **located at** _____ (hereinafter referred to as Licensee) and **Pat Meth Music Corp.**, located at 173 Brighton Ave. Boston, MA 02134, hereinafter referred to as (Licensor).

Licensor hereby grants to Licensee a non-exclusive synchronization license to use the following composition subject to the terms and conditions herein:

Composition: _____

Time of Track: _____

Composer(s): _____

Publisher: _____

Fee: _____

Term: _____

Territory: _____

Rights: _____

Project Name: _____

Credits: _____

LICENSE RIGHTS: For the purpose of this agreement, the license rights shall be defined as, and subject to the following terms, conditions and limitations:

1. Rights: The non-exclusive irrevocable right and license to record the composition in synchronism or timed-relation with the picture made by Licensee and produced solely for the purpose, and bearing the title, set forth above. All rights in and to the Composition not expressly granted hereunder are hereby expressly reserved by us.

2. Exhibition: The Production shall not be exhibited in, or televised into theaters or other places of amusement where motion pictures are customarily shown.

3. Usage: No copies of the recordings made of the composition thereunder may be made in or as part of a fixation of the production on video discs, video tapes, video cassettes or other audio visual devices for the purpose of sale, rental or other distribution to the public for home use except what is expressly specified in this agreement. No sound records produced pursuant to this license are to be manufactured, sold, licensed or used separately or apart from the Production.

4. Territory: This license granted for the territory described in this agreement and the rights herein granted may be exercised within the territory only.

173 BRIGHTON AVE. BOSTON, MA 02134

Pat Meth Music Corp.

5. License Period: The period of this license and the exercise of the rights granted herein shall be for the period set forth above. Upon the expiration of such period(s) the respective rights granted hereunder shall forthwith cease and terminate, including but not limited to, the right to make or authorize the use of the composition in the Production.

6. Payments: Notwithstanding anything herein contained to the contrary, this agreement shall not be deemed effective nor shall the license rights be deemed granted hereunder unless Licensor receives Licensee's payment of the license fee within thirty days. In the event that payment of the license fee is not received within such time, any offer to grant the license rights hereunder may be withdrawn, and any license right use Licensee may make of the composition shall be deemed unauthorized under the United States Copyright Law and subject to the rights and remedies of the copyright owner(s).

7. Warranties: Licensor warrants that it is the owner of the copyright of the composition throughout the territory, that it has all rights necessary to grant this license and that such rights do not infringe upon the rights of any third party. This license is given without any other warranty, representation or recourse except for the agreement of said principle (s) to repay the said License Fee if the aforesaid express warranty shall be breached, it is expressly understood and agreed that Licensor's liability in respect of such breach of the aforesaid warranty is limited to the amount of the License Fee.

8. Master License Rights: This license is subject to the Licensee attaining a fully executed agreement from the holder of the Master License. If a fully executed contract from the Master License holder is not attained this license will become null and void.

9. Copies: Licensee will send Licensor a DVD and VHS copy of the said program within 10 working days of it's completion. This will be the final copy of the program to which this music is licensed.

10. Assignments: This agreement and the License Rights herein may be transferred or assigned by your affirmative act or by operation of law without our express written consent, provided however that you shall remain primarily liable for the performance of all terms and conditions hereunder.

Any changes to this contract are not valid unless agreed to and initialed by both parties.

AGREED AND ACCEPTED:

David Sholemson for
PAT METH MUSIC CORP.

FOR LICENSEE

Print Name Here

DATE: _____

DATE: _____

173 BRIGHTON AVE. BOSTON, MA 02134