

MUSIC SYNCHRONIZATION LICENSE AGREEMENT

(Non-Exclusive Sync License — British Columbia, Canada)

This Music Synchronization License Agreement (the "Agreement") is made and entered into as of the date of last signature below (the "Effective Date"), by and between:

Licensors (rights owner): _____

Address: _____

Business Name (if applicable): _____

(the "Licensor"), and

Licensee (production company / brand / individual): _____

Address: _____

(the "Licensee"), each individually a "Party" and collectively the "Parties".

RECITALS

Licensor owns or controls the rights necessary to license the musical composition and/or sound recording described below, and Licensee wishes to synchronize that music with visual media on the terms set out in this Agreement.

1. The Composition / Recording

Song Title: _____

Writer(s) / Composer(s): _____

Performing Rights Org. (e.g., SOCAN): _____

Master Recording Owner: _____

ISRC / Catalogue No. (if any): _____

(collectively, the "Music"). This Agreement covers both the musical composition (publishing rights) and, where the box below is checked, the master sound recording.

☐ Composition (publishing) only ☐ Master recording only ☐ Both composition and master ("all-in")

2. Licensed Project

Project / Production Title: _____

Project Type (film, TV, ad, game, podcast, social media, corporate, other): _____

Brief Description of Use / Scene: _____

3. Grant of Rights

Subject to full payment of the License Fee, Licensor grants to Licensee a non-exclusive, non-transferable license to synchronize the Music with the visual images of the Project and to reproduce, distribute, publicly perform, and communicate the Project (incorporating the Music) to the public, solely within the Territory, Term, and Media set out below. No other rights are granted, and all rights not expressly granted are reserved by Licensor.

4. Territory

☐ Worldwide ☐ Canada only ☐ Other: _____

5. Term

☐ Perpetuity ☐ Fixed term of _____ years from the Effective Date ☐ Other: _____

6. Media / Platforms

- ☐ Theatrical ☐ Broadcast television ☐ Cable/streaming (SVOD/AVOD)
- ☐ Internet / social media advertising ☐ Video games / interactive media
- ☐ In-store / corporate / educational use ☐ Other: _____

7. License Fee & Payment

Fee: _____

Payment Terms (e.g., due on signing, net 30): _____

All amounts are in Canadian Dollars (CAD) unless stated otherwise and are exclusive of applicable Goods and Services Tax/Harmonized Sales Tax (GST/HST), which shall be added where applicable.

8. Credit

Licensee ☐ shall / ☐ shall not include the following credit in the Project's credits:

9. Representations and Warranties

- Licensors represents and warrants that it owns or controls all rights necessary to grant this license and that, to its knowledge, the Music does not infringe the rights of any third party.
- Licensors makes no other warranties, express or implied, regarding the Music.

10. Indemnification

Each Party shall indemnify and hold harmless the other Party from and against any third-party claims, losses, or expenses (including reasonable legal fees) arising out of a material breach of that Party's representations and warranties under this Agreement.

11. Performing Rights Organizations

This Agreement does not license public performance rights administered by a performing rights organization (e.g., SOCAN in Canada, ASCAP/BMI/SESAC in the United States). Licensee is responsible for securing any required public performance license, including any applicable blanket or cue-sheet reporting obligations, directly with the relevant performing rights organization.

12. Alterations

☐ Licensee may edit, remix, or alter the Music as reasonably necessary to fit the Project. ☐ No alteration of the Music is permitted without Licensors's prior written consent.

13. Termination

Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within fourteen (14) days of receiving written notice. Upon termination for Licensee's breach, all rights granted hereunder immediately revert to Licensors, without prejudice to fees already earned.

14. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflict of laws principles. The Parties attorn to the exclusive jurisdiction of the courts of British Columbia.

15. General

- Entire Agreement: This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions.
- Amendment: This Agreement may only be amended in writing signed by both Parties.

- Assignment: Licensee may not assign this Agreement without Licensors prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets.
- Severability: If any provision is held unenforceable, the remainder of the Agreement remains in full force and effect.
- Counterparts: This Agreement may be executed in counterparts, including electronic signatures, each of which is deemed an original.

SIGNATURES

LICENSOR	LICENSEE
Signature: _____	Signature: _____
Name: _____	Name: _____
Date: _____	Date: _____

This template is provided for general informational purposes only and does not constitute legal advice. Consult a lawyer licensed in British Columbia before using this document for a real transaction.