



Motion Picture/Television

Course Name and Number:			
Prod. #:		Production Title:	
Producer:		Director:	

ORIGINAL MUSIC LICENSING AGREEMENT

AGREEMENT made and entered into as of _____
 by and between College of DuPage Motion Picture/Television, Glen Ellyn, Illinois (herein after
 "CODMPTV") and _____ (herein after the "Artist"), and
 _____ (herein after the "Picture").

IN CONSIDERATION of mutual covenants and conditions herein contained the parties hereby agree as follows:

1. The Artist grants the Producer, the Director, CODMPTV, their successors, assigns, and licensees the non-exclusive right to record, produce and reproduce, the lyrics and musical compositions, or any portion thereof, for use in the production of the Picture. These rights include the use of the lyrics and musical composition for advertisements trailers, marketing, and promotion of the Picture created by CODMPTV.
2. The Artist grants the Producer, the Director, CODMPTV, their successors, assigns, and licensees the non-exclusive right to reproduce, perform, and edit any existing recordings, or any portion thereof, for use in the production of the picture. These rights include the use of any existing recordings the Artist may have for advertisements, trailers, marketing, and promotion of the Picture created by CODMPTV.
3. The Artist grants CODMPTV the right to exhibit, distribute, exploit, market, and perform the music for the Picture, created by CODMPTV, throughout the universe in any and all media now known or hereafter devised. These distribution rights include the right to advertise, promote or market the music for the Picture, created by CODMPTV throughout the universe in any and all media now known or hereafter devised.
4. The Artist will retain all rights to the musical compositions, lyrics and sound recording for the Picture.
5. CODMPTV will retain all rights to the Picture, created by CODMPTV.
6. CODMPTV hereby grants the right for the Artist to use the Picture, created by CODMPTV, for promotional use only. This does not include public screenings, television rights, or theatrical distribution. Any public performance of the Picture must be approved by CODMPTV.
7. The Artist is not legally bound from re-creating a picture using the lyrics and music compositions for the Picture, if and when the opportunity presents itself with another company, individual, entity, or educational institution. CODMPTV does not have exclusive rights to the lyrics, musical composition or sound recording.

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8. The Artist warrants that no promise of payment or compensation was made or will be made by CODMPTV for the Artist's participation in this project.
9. The Artist agrees to indemnify and hold the Director, Producer, CODMPTV, and their successors, assigns, and licensees free and harmless from any and all claims, liabilities, costs, losses, damages or expenses including, but not limited to, all attorney's fees, and costs reasonably incurred in connection therewith, which may result or arise out of any breach or failure of any covenant and warranty of the Artist contained in this agreement.
10. The Artist warrants and represents that he is free to enter into this license and that this agreement does not conflict with any existing contracts or agreements to which the Artist is a party. The Artist warrants that he maintains all rights to the lyrics and musical score for the Picture. The Artist also warrants that he owns all rights to master recordings of the Picture.
11. This agreement shall be governed by the laws of the State of Illinois applicable to agreements executed and to be wholly performed herein. This agreement is not valid until signed by a representative from CODMPTV and the Artist. The Artist agrees that this document constitutes the entire agreement between the parties superseding any previous agreements written or oral. The Artist further agrees that any modification be in writing and signed by all parties hereto.

Artist

Date

Producer(s)

Date

Producer(s)

Date

Head of Production Signature

Date

Assistant Dean of Production

Date