

MAKE SURE YOU FILL IN ALL BLANK SPACES ON THIS MASTER USE LICENSE BEFORE SIGNING! IF YOU HAVE ANY QUESTIONS, CONTACT **DROPS OF LIFE MUSIC GROUP**

MASTER USE LICENSE – DROPS OF LIFE MUSIC GROUP PROMOTIONAL COMPILATION

AGREEMENT made and entered _____, 2018, Between: (“Owner”) Owner of masters: _____ Address: _____ City/State/Zip: _____

And: (“Licensee”) **DROPS OF LIFE MUSIC GROUP** c/o **Lupus Fighters of America** – Las Vegas Nevada 89102

WHEREAS: The Licensee intends to produce a compilation Digital Album/Video Downloads and or Physical Compact Disk / DVD featuring major and or up and coming artists; for presentation to foreign and domestic music outlet channels for branding, exposure, promotional, music placement and booking purposes. Allowing music supervision by Drops of Life Music Group c/o Lupus Fighters of America nationally and internationally to the music industry professionals (the “Compilation”), that desires to acquire a major label deal and or master use license for promotional, branding, booking and exposure purposes only, from the Owner;

THEREFORE THIS AGREEMENT WITNESSES that both parties, the Licensee to the Licensors and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto have agreed as follows:

1. **LICENSE GRANTED:** Whereby Owner is the owner of the certain master recording described below (the “Licensed Master”), Owner hereby grants to Licensee a **non-exclusive license** to use the master recording embodying the performances of the artist known professionally as _____ (“Artist/Performer”) comprising the material _____ (hereinafter “Composition”), for the purpose of manufacturing compact discs/dvd and or digital audio/video downloads (“Records”). Under this Agreement Licensee is granted the limited right to include the Licensed Master in the following manner:

Maximum physical units to be manufactured will be 10,000 CD's/DVD's when applicable. An unlimited number of manufactured Digital Audio/Video Download Units, only to be for promotional purposes. The primary use for the material(s) will be to raise funds for charity, including for presentation to national and international audio/video channels for exposure, branding, booking purposes and potential major label deal & licensing opportunities for the artist.

2. **RIGHTS GRANTED:**

Owner hereby grants to Licensee the following rights subject to the following:

- (a) The right to manufacture a non-exclusive basis, Records containing the performance embodied in the Licensed Master made here-under.
- (b) The right to use the names, likeness and a biography of Artist/Performance in connection with publicizing of Records/Digital Video manufactured therefrom, provided that Licensee shall be bound by any restrictions imposed upon Owner with respect thereto of which Licensee shall have been informed by Owner in writing at the time of signing this Agreement.
- (c) Owner shall notify Licensee in writing at the time of executing this Agreement the Owner of the Composition and any Publishing Company owning any right to the Composition.
- (d) Any rights not specifically granted and set forth in this License are hereby reserved by the Owner.

3. **LICENSED TERM:** Licensee shall have the non-exclusive right to manufacture digital downloads and or compact discs derived from the Licensed Master for a period of **One (1) Year** from the date of this Agreement.

4. **NET PROCEEDS:** There shall be no proceeds shared with artist from the material(s), this is a promotional CD/Digital Download to raise funding for charitable projects, programs and services to help those in need. 100% of the proceeds will go towards the Lupus Fighters of America Foundation.

5. **ACCOUNTING:** There shall be no accounting as this is a promotional CD/DVD & Digital Audio/Video Downloads.

6. **CREDIT:** In regards to all manufactured hereunder, Licensee shall include in the label copy of all such records, or on the permanent containers of all such records, printed writer/publisher credit in the form of the name of the writers and the publishers of the copyrighted work as listed below.

7. **RIGHTS RETAINED BY OWNER:** Owner will retain all rights in and to the Licensed Master excepts as is granted in this Agreement.

8. **RESTRICTIONS:** This license does not include any right or authority

- (a) to make changes or alter the Licensed Master.
- (b) make any other use of the Licensed Master not set forth herein.

9. **WARRANTIES:**

- (a) Owner warrants he/she is the sole owner of the Licensed Master and hereby have the right to grant the terms of this Agreement. Owner warrants it has been granted the rights in writing from all producers, artists, side artists and musicians for the intellectual property rights associated with the Licensed Master.
- (b) All reproductions made from the Licensed Master embodied in the Compilation together shall be entirely the property of Licensee, free of any claims whatsoever by Owner or any person deriving any rights or interest from Owner or Artist. Such Ownership in the reproductions or sound recording of the Compilation shall not include Ownership in the Licensed Master which is solely owned by Owner. Owner warrants it is the sole owner of the Licensed Master and have been granted all rights associated with the recording of the Composition embodied on the Licensed Master hereby have the right to grant the terms of this Agreement. The songs and performances embodied in the Recordings, and any use thereof by Licensee or its grantees, licensees, or assigns, will not violate or infringe upon the rights of any third party. Owner warrants it has secured all proper licenses for the right to perform and record all or any part of the performances or recording embodied on the Licensed Master for the use of a song or recording appearing in the Licensed Master from a "sample", an "interpolation" or a "replay".

10. **ASSIGNMENT:** Licensee shall not have the right to Assign this Agreement without the express written consent of Owner.

11. **INDEMNIFICATION:** Both parties indemnify and hold harmless the other party, its officers, agents, employees, attorneys and assignees, from and against any and all claims, damages, liabilities, costs and expenses including but not limited to legal fees, arising out of any breach by the other party of any representation, warranty, term or agreement made or to be performed by this Agreement.

12. **MISCELLANEOUS PROVISIONS:**

- (a) Any and all actions under the law shall be instituted in a court of competent jurisdiction in the State of Nevada and shall be deemed construed according to the laws of Nevada.
- (b) Owner agrees to issue any such licenses or written agreements to effectuate this Agreement if either is further required by Licensee or by Licensees assignors or licensees.

13. **LICENSING INFORMATION:**

Artist: _____ Song: _____

Song Length: _____ Beats Per Minute: _____

Album Title: _____ Label Name: _____

Publisher Name: _____ Year Published: _____

Owner of Copyright: _____ Writers: _____

Genre: _____ Sounds Like: _____

Producer/Engineer: _____

(All above information mandatory)

Agreed and Accepted:

By Owner: _____ Signature: _____
(print name) (signature)

And Licensee: **Drops of Life Music Group c/o Lupus Fighters of America**

**MAKE SURE YOU FILL IN ALL BLANK SPACES ON THIS MECHANICAL LICENSE & WAIVER BEFORE SIGNING!
IF YOU HAVE ANY QUESTIONS, CONTACT **DROPS OF LIFE MUSIC GROUP****

MECHANICAL LICENSE AND WAIVER

AGREEMENT made and entered _____, 2018, Between: ("Owner") Owner of masters: _____ Address: _____ City/State/Zip: _____ ("Licensor") and **Drops of Life Music Group c/o Lupus Fighters of America** – Las Vegas Nevada ("Licensee").

WHEREAS: The Licensee intends to produce a compilation Digital Audio/Video Album and or physical Compact Disk / DVD featuring up and coming artists & performers for presentation to local and international music outlet channels for branding and booking purposes. Allowing music supervision by Drops of Life Music Group c/o Lupus Fighters of America nationally and internationally to music industry professionals (the "Compilation"), that desire to acquire a major label deal and or master use license for promotional and exposure purposes only, from the Owner;

THEREFORE THIS AGREEMENT WITNESSES that both parties, the Licensee to the Licensor and for other goods and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto have agreed as follows:

1. **OWNERSHIP AND COMPOSITIONS:** Licensor warrants and represents that he/she is the owner of a valid copyright of the following musical/video composition material: _____ (hereinafter referred to as the "Composition"), and has the right to grant the license herein provided.

2. **LICENSE:** Licensor grants to Licensee the non-exclusive right, privilege and mechanical license, to use the Compositions, in the manufacture compact discs ("Records") throughout the World ("Territory") for a period of **One (1) year** from the date of this Agreement (the "Term"), for promotional purposes only and with the following restrictions:

Maximum physical units to be manufactured will be 10,000 CD's/DVD's, when applicable. An unlimited number of Digital Audio/Video Download Units, only to be used for promotional charitable purposes. The primary use for the material(s) will be to raise funds for charity, including presentation to national and international audio/video channels for exposure, branding, booking purposes and potential major label deal & licensing opportunities for the artist.

3. **ROYALTY:** For such records made and distributed, the Licensor agrees to waive any prescribed or statutory mechanical license fees for Compilation manufactured during the Term. The Licensee agrees that Records shall be for promotional charitable purposes only, to help raise funds for charitable projects, programs and services to help those in need. 100% of The Proceeds will go towards the Lupus Fighters of America Foundation, a 501(c)3 Federal Exempt Non Profit Organization.

4. **ACCOUNTING:** No accounting shall be required as this is a promotional only audio/video digital download and or Compact Disk/DVD.

5. **CREDIT:** In regards to all records manufactured hereunder, Licensee shall include in the label copy of all such records, or on the permanent containers of all such records, printed writer/publisher credit in the form of the name of the writers and the publishers of the copyrighted work as listed below.

6. **WARRANTY & INDEMNITY:** Licensor indemnifies and hold harmless Licensee, its successors and assigns from any and all loss, damage, cost or expense, including attorney fees, by reason of any adverse claims by others in and to the subject matter hereof, or by reason of any breach of any of the expressed warranties herein contained, or by reason of any adjudication invalidating said mechanical rights or copyright privileges under which this license is granted.

7. **ASSIGNMENT:** This agreement is not assignable by either party and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

8. **EFFECTIVE LAW:** This agreement shall be construed in accordance to the laws of the State of Nevada.

9. **LICENSING INFORMATION:**

Artist: _____

Song: _____

Song Length: _____

Beats Per Minute: _____

Album Title: _____

Label Name: _____

Publisher Name: _____

Year Published: _____

Owner of Copyright: _____

Writers: _____

Genre: _____

Sounds Like: _____

Producer/Engineer: _____

(All above information is mandatory)

Agreed and Accepted:

By Owner: _____
(print name)

Signature: _____
(signature)

And Licensee: **Drops of Life Music Group**
c/o Lupus Fighters of America Foundation

Drops of Life Music Group & Entertainment
Email: dropsoflifemg@gmail.com
c/o **Lupus Fighters of America Foundation**
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