Original Music Licensing Warranty Agreement

This Original Music Licensing warranty agreement (the “**Agreement**”) is entered into on the date signed by Vendor (the “**Effective Date**”):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“**Participant**”);

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Vendor**”).

(each a “**Party**”)

A) Vendor hereby warrants and represents to Participant that:

1. The creation of each piece of recorded music that Vendor supplies to Participant, or is used in a music mix supplied by Vendor to Participant, (a “**Work**”), has complied with applicable US copyright law.
2. Each Work provided to Participant is licensed, not sold, with rights that are required by Participant to legally (check all that apply):
	1. [ ] edit and adapt the Work to create a derivative work as part of a music mix or use the Work alone, (a “Mix”), for the purposes of accompanying the performance of a cheer or dance routine;
	2. [ ] copy and distribute the Work or Mix within Participant’s team for training and preparation for the intended purpose;
	3. [ ] put choreography to the Mix (a “Routine”), and perform such Routine in public;
	4. [ ] the playing in public of the Mix to accompany the performance of a Routine, as set to the Mix (a “Performance”);
	5. [ ] incorporate a Performance and the accompanying Mix into a Video;
	6. [ ] make available non-commercial basis said Video on websites controlled by Participant, and on social media and user-upload platforms such as, but not limited to YouTube, Facebook, Vimeo, Twitter, Instagram, Pinterest, WeChat, WhatsApp, SnapChat;
	7. [ ] make copies of a Video on physical audio-visual media (such as but not limited to DVD, Blu-ray disk, HD-DVD, VHS, USB memory stick) and the distribution of said copies directly by Participant or by third parties, on a commercial or non-commercial basis;
	8. [ ] broadcast or other communication to the public of a television or online programme (including without limitation video on demand services) synchronising the Work(s) and / or Mix(es) as part of coverage of events incorporating the Performances, either directly by Participant or by third parties, on a commercial or non-commercial basis;
	9. [ ] the live streaming to the public of an event incorporating Work(s) and / or Mix(es) as part of the Performance(s), either by Participant or by third parties, on a commercial or non-commercial basis;
	10. [ ] synchronise the Work(s) alone or as part of a Mix with a single Video made available on a single website controlled by Participant on a commercial or non-commercial basis;
3. The Works [DO] [DO NOT] (delete as applicable) contain elements owned or controlled by a third-party.
4. To the extent that the Work(s) contain elements owned or controlled by a third-party, such elements are licensed with non-exclusive licenses from i) the owners of the recording; and ii) the owners of all the publishing rights to the composition(s) embodied in the Work, that are required by Participant to legally exercise the rights granted in 2 above.
5. The licenses supplied to Participant under Clause 2 above:
	1. Expire on [INSERT END DATE OF LICENSE]
	2. Are valid for the following countries [INSERT LIST OF COUNTRY(S)]

1. Vendor has and will maintain during the term of this Agreement, at its sole cost and expense, commercially sufficient insurance with limits that are appropriate for the execution of this Agreement and of other Vendor’s obligations hereunder and Vendor’s other activities, recognising that each occurrence of using music for which there is not appropriate permission may result in damages of up to USD $150,000 plus legal fees and costs, and the Works are being offered for license to a large number of licensees other than Participant. Vendor confirms that i) its insurance per occurrence is [$XM - INSERT VALUE HERE], and ii) its aggregate insurance cover is [$YM - INSERT VALUE HERE], and iii) its insurance covers uses in all countries listed in 5 b. above. Vendor will provide copies of all applicable insurance certificates to Participant simultaneously with delivery of the Works.
2. Vendor has full power and authority to enter into this Agreement, and has complied with all applicable laws and regulations regarding the subject matter herein.

B) Vendor hereby indemnifies, defends, and holds harmless Participant and its successors, and their respective officers, directors, employees, and agents from any claims, demands, suits, damages, losses, liabilities, out of pocket costs, and expenses (including without limitation actual attorneys’ fees or legal, accounting, and other expenses) arising out of any (a) breach of a representation or warranty by Vendor in this Agreement; (b) third-party claim of infringement, misappropriation or unauthorized use of any copyright or any other intellectual property right, as a result of products or services provided by Vendor; or (c) any other material breach of this Agreement. This section B shall survive any expiration or termination of this Agreement.

**FOR AND ON BEHALF OF PARTICIPANT**: **FOR AND ON BEHALF OF VENDOR**:

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_