

Master + Sync Use License

TEMPLATE ONLY — not legal advice. Have an entertainment attorney review before signing.

This Master + Synchronization Use License (the “License”) is entered into as of [EFFECTIVE DATE] by and between:

- **Licensor:** [LICENSOR LEGAL NAME / COMPANY], with an address at [LICENSOR ADDRESS] (“Licensor”), which owns or controls the master recording and the underlying composition described below; and
- **Licensee:** [LICENSEE LEGAL NAME / COMPANY], with an address at [LICENSEE ADDRESS] (“Licensee”).

Plain-English summary (not part of the legal terms): Licensee wants to use Licensor’s song — both the **recording (master)** and the **song itself (composition/publishing)** — synchronized to picture in a specific project. This License grants that one specific use, for a defined media, term, and territory, in exchange for a one-time fee. It does not transfer ownership of anything.

Two rights, sometimes two papers: A “sync” use of an existing recording requires (1) a **synchronization license** for the composition (the song) and (2) a **master use license** for the specific recording. This template grants **BOTH** because Licensor controls both. **If the composition is co-written or co-published by parties not signing here, Licensee must clear those shares separately** — see Section 9.

1. Licensed Work

1.1 Master recording (“Master”): the sound recording titled “[TRACK TITLE]” as performed by [ARTIST/PROFESSIONAL NAME], version: [ORIGINAL / RADIO EDIT / INSTRUMENTAL / REMIX BY ____ / OTHER], approximate duration [TRACK LENGTH], ISRC: [ISRC].

1.2 Composition (“Composition”): the underlying musical composition embodied in the Master, written by [SONGWRITER(S)], ISWC: [ISWC], administered by [PUBLISHER/ADMIN].

1.3 Licensor represents it controls [LICENSOR’S MASTER SHARE, e.g., 100]% of the Master and [LICENSOR’S PUBLISHING SHARE, e.g., 50–100]% of the Composition. *(If less than 100% of publishing, identify uncontrolled co-writers in Schedule A and require separate clearance in Section 9.)*

2. The Production / Permitted Use

2.1 **Production:** [PROJECT TITLE], a [FILM / EPISODIC SERIES (Season , **Episode**) / TRAILER / TV COMMERCIAL / DIGITAL AD / SOCIAL VIDEO / VIDEO GAME / PODCAST / CORPORATE/ INTERNAL / WEDDING/EVENT VIDEO / OTHER] produced by [PRODUCER].

2.2 **Manner of use:** ☐ background instrumental / ☐ background vocal / ☐ featured/visual vocal / ☐ main title / ☐ end credits / ☐ trailer/promo. The Master/Composition may be used ☐ in full / ☐ up to [USAGE LENGTH, e.g., 0:60] / ☐ for [NUMBER] cue(s).

2.3 **Number of uses:** ☐ one use / ☐ up to [N] uses within the Production.

2.4 Licensee may make customary edits (length, fades, looping for cue timing) but may **not** materially alter the lyrics, re-record, sample, or create a derivative/parody without Licensor's separate written approval.

3. Media, Term, Territory

3.1 **Media / Platforms:** [ALL MEDIA NOW KNOWN OR HEREAFTER DEvised / specify: theatrical, broadcast TV, basic+pay cable, streaming/SVOD, AVOD, home video, in-context promotion, festival, free social media (YouTube/TikTok/Instagram), paid social/digital advertising, in-game]. **In-context promotion** (trailers, ads, EPK using the Production) is ☐ included / ☐ excluded.

3.2 **Term (license duration):** ☐ in perpetuity / ☐ [TERM LENGTH, e.g., 1, 3, 5 years] from the Effective Date / ☐ life of the Production. For advertising uses, the Term is typically the **flight/campaign period:** [CAMPAIGN START]–[CAMPAIGN END].

3.3 **Territory:** ☐ the World / ☐ [LIST COUNTRIES/REGIONS] / ☐ North America / ☐ United States only.

3.4 **Festival/option carve-out (optional):** If this is an initial **festival/“film festival use only”** license, the broader media grant in 3.1 takes effect only upon Licensee's written exercise of the buy-out option in Section 4.4.

4. License Fee

4.1 **Total License Fee:** \$[TOTAL FEE], allocated as: **Master use:** \$[MASTER FEE]; **Sync (publishing):** \$[SYNC FEE]. *(A 50/50 split of the total between master and sync is a common default for an even one-stop deal.)*

4.2 **Payment terms:** ☐ 100% on signature / ☐ 50% on signature, 50% on [first air/delivery] / [other]. Due within [PAYMENT DAYS, e.g., 30] days of invoice. No license rights vest until the initial payment is received.

4.3 **Most-favored-nations (MFN):** [] This fee is on an MFN basis with [the other side's master/sync fee / other licensors in the Production], meaning if a comparable license is granted on better economic terms, Licensors' fee adjusts up to match. / [] No MFN.

4.4 **Option / step-up fees (if festival or limited initial grant):** Festival use: \$[FESTIVAL FEE]. Buy-out to all-media/term/territory in 3.1: additional \$[BUYOUT FEE], exercisable by written notice within [OPTION WINDOW] of [festival premiere].

4.5 **Performance royalties unaffected:** This License does **not** assign or waive public performance royalties. Licensee shall include the Composition on the Production's **music cue sheet** and submit it to the applicable PROs so Licensors and the writer(s) receive PRO performance income for broadcast/streaming performances. Cue-sheet submission is a material obligation.

5. Exclusivity

5.1 This License is **non-exclusive**. Licensors may license the Master and Composition to others.
(Default. Use 5.2 only if Licensee is paying for exclusivity.)

5.2 **Optional exclusivity:** For an additional \$[EXCLUSIVITY FEE], Licensors will not license the Licensed Work for use in [DEFINED CATEGORY, e.g., competing [PRODUCT CATEGORY] advertising] within [TERRITORY] during [EXCLUSIVITY PERIOD]. Exclusivity is limited strictly to the category and period stated; all other uses remain available to Licensors.

6. Credit

6.1 Where customary and feasible, Licensee shall accord the following credit in the Production's end credits and/or music section:

“[TRACK TITLE]” — Written by [SONGWRITER(S)]. Performed by [ARTIST/PROFESSIONAL NAME]. Courtesy of [LICENSOR / LABEL]. Published by [PUBLISHER] ([PRO]).

6.2 Inadvertent failure to provide credit is **not** a material breach if Licensee cures prospectively within [CREDIT CURE DAYS, e.g., 15] days of written notice. Credit on social/short-form may be given in caption/description where end-credit placement is impractical.

7. Licensors Warranties

7.1 Licensors warrants that it owns or controls the share of the Master and Composition stated in Section 1; has the right to grant this License; and that the Licensed Work, to Licensors' knowledge, does not infringe third-party rights **with respect to the share Licensors controls**.

7.2 Licensor makes **no** warranty as to any third-party share it does not control (see Section 9), or as to **samples, interpolations, or third-party recordings** embedded in the Master unless listed and cleared in Schedule A.

7.3 Licensor will indemnify Licensee for direct losses from a breach of Section 7.1, **capped at the total License Fee actually paid** (the “Liability Cap”), excluding consequential or punitive damages.

8. Licensee Warranties

8.1 Licensee warrants it will use the Licensed Work only as permitted here; will not use it in any [defamatory, hateful, unlawful, or specifically prohibited] context — including [POLITICAL / TOBACCO / ADULT / WEAPONS / OTHER PROHIBITED USE] — without Licensor’s separate written approval; will submit the cue sheet per 4.5; and will pay all fees when due.

8.2 Licensee will indemnify Licensor for losses arising from the Production (other than the licensed musical use) and from Licensee’s breach.

9. Third-Party Clearances (one-stop vs. split)

9.1 [] **One-stop:** Licensor controls 100% of both master and publishing; no further clearance needed.

9.2 [] **Split rights:** Licensor controls only the share in Section 1. Licensee is responsible, at its own cost, for separately clearing the remaining **[UNCONTROLLED %]**% of the [master / publishing] from [CO-OWNER(S) / OTHER PUBLISHER], listed in Schedule A. This License is valid only as to Licensor’s controlled share.

10. General

10.1 **No assignment** by Licensee without Licensor’s written consent, except to a successor-in-interest of the Production with notice.

10.2 **Reservation of rights.** All rights not expressly granted are reserved to Licensor. Ownership of the Master and Composition does not transfer.

10.3 **Notices** to the addresses above; email: Licensor [LICENSOR EMAIL] / Licensee [LICENSEE EMAIL].

10.4 **Governing law / venue:** State of [GOVERNING STATE]; disputes in [court in [COUNTY/STATE] / arbitration per [RULES] in [LOCATION]].

10.5 **Entire agreement / amendment** in a signed writing only. **Severability** preserves the remainder. This License may be signed in counterparts and by electronic signature.

Signatures

Licensors

Signature: _____ Date: _____ Name / Title: [LICENSOR SIGNATORY],
[TITLE] Company: [LICENSOR COMPANY]

Licensee

Signature: _____ Date: _____ Name / Title: [LICENSEE SIGNATORY],
[TITLE] Company: [LICENSEE COMPANY]

Schedule A — Licensed Work Detail & Third-Party Elements

Field	Detail
Track title	[TRACK TITLE]
Artist	[ARTIST/PROFESSIONAL NAME]
Version / duration	[VERSION] / [LENGTH]
ISRC (master)	[ISRC]
ISWC (composition)	[ISWC]
Songwriter(s) & splits	[WRITER — %]
Master owner(s) & splits	[OWNER — %]
Publisher(s) / PRO	[PUBLISHER] / [ASCAP/BMI/SESAC]
Samples / interpolations	[NONE / DESCRIBE + clearance status]
Uncontrolled shares to clear	[DESCRIBE or “None”]

Schedule B — Use Summary (quick reference)

- **Production:** [PROJECT TITLE]
- **Use:** [MANNER OF USE] / [USAGE LENGTH]
- **Media:** [MEDIA]
- **Term:** [TERM]
- **Territory:** [TERRITORY]
- **Total fee:** \$[TOTAL FEE] (Master \$[MASTER FEE] / Sync \$[SYNC FEE])
- **Exclusivity:** [YES — category/period / NO]
- **Cue sheet required:** Yes