

## MUSIC LICENSING AGREEMENT

This Agreement is made by and between AS220 and \_\_\_\_\_ (“Artist”),  
effective \_\_\_\_\_.

**1. ARTIST GRANT:** Artist hereby grants AS220 the worldwide, perpetual, royalty-free, non-exclusive license to copy, distribute, create derivatives, publicly perform, display and transmit Artist’s sound recording and musical compositions (the “Music”) at any and all AS220 performance venues, events, and over the Internet.

**2. ARTIST’S NAME AND LIKENESS:** Artist grants AS220 the right to use and reproduce Artist’s name, likeness or photograph, and biographical data solely in connection with the exhibition, advertising and promotion of the Music for AS220.

**3. CONSIDERATION:** In full consideration for all rights granted to AS220 in this Agreement, AS220 will provide Artist with a free performance space and/or cash payment according to AS220’s agreed upon payment policy whenever Artist books a show with AS220.

### 4. ARTIST WARRANTIES AND REPRESENTATIONS

Artist represents, warrants, and promises to AS220 that:

1. (a) Artist has the full right and legal capacity to enter into and fully perform this Agreement.
2. (b) Artist has read and will comply with AS220’s Artist will not perform cover songs and will only perform Artist’s original music.
3. (c) Artist is the true copyright owner of the Music delivered to AS220 for public performance.
4. (d) The Music is not copied from, in whole or in part, any other musical composition or sound recording.

5. (e) **If Artist is registered with a performing rights organization (such as ASCAP, BMI or SESAC), Artist will send a copy of this Agreement to Artist's performing rights organization before the performance. Please note that failure to do so could put AS220 at risk, therefore, any musician who fails to do so will not be allowed to perform at AS220 again.**

**5. INDEMNIFICATION:** Artist agrees to compensate, defend, and hold AS220 harmless from and against any and all costs, damages, liabilities and expenses (including attorneys' fees) that AS220 incurs in relation to any claim, demand or action by a third party based on any warranty, representation or other agreement made by Artist in this Agreement. **This includes but is not limited to claims by third parties that Artist does not own the copyright to the Music and did not have the right to license the Music.**

AS220 will have the right to employ AS220's own legal counsel. Artist remains solely responsible for AS220's defense and must obtain AS220's written consent to a settlement. Artist agrees to notify AS220 of a pending lawsuit claiming Artist violated a third party's intellectual property or other rights in connection with this Agreement. Artist agrees to confirm indemnification in case of a lawsuit; failure to do so may be considered a breach of this Agreement.

## **6. GENERAL PROVISIONS:**

**(a) Informal Resolution:** For any dispute under this Agreement, Artist agrees to first contact

AS220 to make an honest effort in good faith to resolve the dispute informally.

**(b) Severability:** If any provision of this Agreement is held to be invalid, unenforceable, or otherwise illegal by a court of law, (a) that provision will be amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected.

**(c) Waiver:** If either party waives any term, provision or breach of this Agreement, such waiver will not constitute a waiver of any other term, provision or subsequent breach by either party.

**(d) Entire Agreement and Modification:** This Agreement constitutes the entire understanding between the parties relating to this subject matter; replaces any and all former agreements relating to this subject matter; and cannot be modified except by a written instrument signed by the Artist and AS220.

**By signing this Agreement, Artist acknowledges that Artist is the true copyright owner of the Music and hereby agrees to AS220's use and public performance of the Music.**

**Agreed and Accepted By:**

**ARTIST**

**AS220**

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Signature: \_\_\_\_\_

Phone: \_\_\_\_\_ Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_