

## License for Use of Song Lyrics

**This Packet Includes:**

1. General Information
2. Instructions and Checklist
3. License for Use of Song Lyrics

## **General Information**

### **License for Use of Song Lyrics**

This License for Use of Song Lyrics is between a lyricist (also referred to as "licensee") and a company who desires to license and promote the song lyrics. This agreement sets out the specific details of the arrangement including granting of the license to use the lyrics, the purposes for which the lyrics may be used and any restrictions on the licensed lyrics use. It also sets out the license fee which will be paid and the independent contractor status of the parties.

It is crucial that this license agreement be clearly and succinctly set out in writing. A well-written License for Use of Song Lyrics will prove beneficial in the event of miscommunication or disagreements between the parties.

## Instructions and Checklist

### License for Use of Song Lyrics

- The parties should read the document carefully.
- Insert all requested information in the spaces provided on the form.
- This form contains the basic terms and language that should be included in similar agreements.
- This form includes an exhibit which should be attached and incorporated as part of this agreement. You must ensure that the song lyrics to be licensed are fully set forth on this exhibit.
- Read the "Grant of License" and "Restrictive Covenants" provisions carefully. If there are disagreements, they will likely focus on these provisions.
- This license must be signed by both the licensor and licensee.
- The parties should retain either an original or copy of the signed license.
- All legal documents should be kept in a safe location such as a fireproof safe or safe deposit box.

**DISCLAIMER:**

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**LICENSE FOR USE OF SONG LYRICS**

**THIS LICENSE FOR USE OF SONG LYRICS** is made and executed on this the \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by and between:

**PARTIES:**

1. \_\_\_\_\_, an individual, aged \_\_, residing at \_\_\_\_\_ having Social Security Number: \_\_\_\_\_ (hereinafter referred to as "Licensor") which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all persons deriving title under the Licensor.

**TO AND IN FAVOR OF**

2. \_\_\_\_\_, an individual aged \_\_, residing at \_\_\_\_\_ having Social Security Number \_\_\_\_\_ (hereinafter referred to as "Licensee") which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include survivor or survivors of his/her and the heirs and persons deriving title under the Licensee

OR

\_\_\_\_\_, a company incorporated under the laws of the State of \_\_\_\_\_ and having its principal office at \_\_\_\_\_ represented by its \_\_\_\_\_ (hereinafter referred to as the "Licensee") which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all persons deriving title under the Licensee.

**RECITALS:(Please change the recitals in accordance with your needs)**

- A. WHEREAS**, the Licensor is a Lyricist and has composed a song lyrics (hereinafter referred to as "Lyrics"). The Licensor has all the rights in his capacity as the author of the Lyrics.
- B. WHEREAS**, the Licensor has expressed his desire to grant license with regard to the use of the Lyrics. The Licensor has offered to grant the License for the use of lyrics in favor of the Licensee and the Licensee has accepted the offer.
- C.** Based on the same this Agreement is entered into between the Licensor and the Licensee.
- D.** The terms of license, the period of license, obligations, and all other stipulations governing the license and incidental to such license are covered by this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the reasons set forth and in consideration of the covenants and promises of the parties hereto, parties

agree as follows:

## **1. INTERPRETATIONS**

Unless the context of this Agreement otherwise requires:

- 1.1** The headings of the clauses to this Agreement are for convenience only and shall be ignored in construing this Agreement;
- 1.2** The singular includes the plural and vice versa;
- 1.3** References to a party or the parties are references to either the Licensor or the Licensee or both, as deemed appropriate.
- 1.4** References to other agreements and documents shall be deemed to be references to such agreements and documents as amended, replaced, substituted, assigned, novated, supplemented or otherwise modified from time to time; and the words "include" and "including" shall be deemed to be qualified by a reference to "without limitation".

## **2. EFFECTIVE DATE & TERM OF THE LICENSE**

- 2.1** The effective date of this Agreement shall be \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ and all rights and obligations of the parties hereunder shall be effective as of that date.
- 2.2** The term of the license shall commence from the effective date to \_\_\_\_\_ that is for a period of \_\_\_\_\_ (days / months / years) (herein after referred to as the "Term").
- 2.3** The terms so specified herein shall remain in full force and effect for the duration of the term of this agreement and it includes any renewals or extensions of this agreement unless and until this Agreement is so terminated by either of the Parties in accordance with the Clause on Termination in this Agreement.

## **3. GRANT OF LICENSE**

- 3.1** The Licensor hereby grants a Non Exclusive License (the "License") to the Licensee for the use of the Song Lyrics (the "Lyrics") which is more specifically described in Schedule A of this Agreement.
- 3.2** The Licensee shall have the right to use the Lyrics for the following purposes:

- 3.2.1 \_\_\_\_\_
- 3.2.2 \_\_\_\_\_
- 3.2.3 \_\_\_\_\_
- 3.2.4 \_\_\_\_\_

3.3 The Licensee is further permitted to use this License so granted for any of the following purposes:

- 3.3.1 \_\_\_\_\_
- 3.3.2 \_\_\_\_\_
- 3.3.3 \_\_\_\_\_
- 3.3.4 \_\_\_\_\_
- 3.3.5 \_\_\_\_\_
- 3.3.6 \_\_\_\_\_

3.4 The Licensee is granted the right to use the Lyrics throughout the \_\_\_\_\_ (insert the name of the place with regard to which the License is so granted).

3.5 Except as provided herein, no license under any copyright or intellectual property rights, express or implied are granted by the Licensor to the Licensee under this Agreement.

3.6 Licensee shall not remove any copyright notices on the documentation of the Lyrics; Licensor retains all the rights with regard to the Lyrics. Licensee shall have no rights whatsoever except for the rights specifically granted herein.

#### 4. RESTRICTIVE COVENANTS

4.1 This License does not grant the Licensee the right to use the Lyrics for the following purposes:

- 4.1.1 \_\_\_\_\_

4.1.2 \_\_\_\_\_

4.1.3 \_\_\_\_\_

4.1.4 \_\_\_\_\_

4.1.5 \_\_\_\_\_

4.1.6 \_\_\_\_\_

## 5. LICENSE FEE

5.1 The License fee with regard to the License is \$ \_\_\_\_\_.

5.2 The Licensee shall pay the Licensor the license fee in the following manner:

5.2.1 \_\_\_\_\_

5.2.2 \_\_\_\_\_

5.2.3 \_\_\_\_\_

## 6. EXCLUSIVE RIGHTS

6.1 The Licensor shall have the copyright with regard to the Lyrics and the same is not transferred by virtue of this Agreement.

6.2 The Licensor shall further own all the rights with regard to any translation, modification or alteration of lyrics.

## 7. TERMINATION OF THIS AGREEMENT

7.1 In the event of any material breach by the Licensee, or by acting beyond the scope of the License or acting beyond the powers so granted under this Agreement, this Agreement shall stand terminated.

7.2 All the rights and licenses so granted hereunder in favor of the Licensee shall stand



terminated at such time.

7.3 The Licensee can terminate this Agreement after giving the Licensor a notice of \_\_\_\_\_ days.

## 8. ASSIGNMENT

Licensee shall not assign or otherwise transfer any of its rights or obligations so granted and so owed by virtue of this Agreement. Any purported or attempted assignment or other transfer or delegation in violation of this Section shall be null and void.

## 9. INDEMNIFICATION

If the Licensee acts beyond the rights so granted under the License and if the Licensor sustains any injury due to such unauthorized use of the Lyrics, the Licensee hereby agrees to indemnify the Licensor for all such damages so sustained by the Licensor due to the unauthorized acts of the Licensee.

## 10. RELATIONSHIP BETWEEN PARTIES

Each party is an independent contractor of the other party. Nothing herein will constitute a Partnership between or joint venture by the "Parties", or constitute either Party the agent of the other.

## 11. NOTICE

Any notice to be given by one Party to the other under, or in connection with this Agreement shall be in writing, signed by or on behalf of the Party giving it, and addressed to the recipient at the address or facsimile number set out below or to such other address or facsimile number as that Party may notify to the other Party:

To the Licensor:

Address: (Mention full name and address) \_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile no: \_\_\_\_\_

To the Licensee:

Address: (Mention full name and address) \_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile no: \_\_\_\_\_

## 12. AMENDMENTS OR MODIFICATIONS

No modification of or amendment to this Agreement will be effective unless in writing signed by authorized representatives of both Parties.

### **13. NO WAIVERS**

The rights and remedies of the Parties to this Agreement are cumulative and not alternative. No waiver of any rights is to be charged against any Party unless such waiver is in writing signed by an authorized representative of the Party so charged. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

### **14. SEVERABILITY**

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the Party's intent.

### **15. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in counterparts (which may be exchanged by facsimile), each of which will be deemed an original, but all of which together will constitute the same Agreement.

### **16. GOVERNING LAW AND FORUM**

The validity, construction, interpretation of this Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to principles of conflicts of law.

The parties hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in \_\_\_\_\_ for all suits, actions or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum, and each party hereby irrevocably submits to the jurisdiction of such courts in any suits, actions or proceedings arising out of or relating to this Agreement.

### **17. ENTIRE AGREEMENT**

This Agreement and the Schedule A provided herein constitutes the entire Agreement

between the parties with respect to the subject matter contained herein, superseding all previous Agreement pertaining to such subject matter, and may be modified only by an amendment executed in writing by the authorized officers of both parties hereto. All prior agreements, representations, warranties, statements, negotiations, understandings and undertakings are superseded hereby. Both parties hereto represent that they have read this Agreement, understand it, agree to be bound by all terms and conditions stated herein, and acknowledge receipt of a signed, true and exact copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first written above.

\_\_\_\_\_  
(Signature of the Licensor)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of the Licensee)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

**SCHEDULE A  
SONG LYRICS**

