

## Musical Composition License

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, by and between \_\_\_\_\_ (“Owner”) and

\_\_\_\_\_, (“Licensee”), for the musical composition entitled \_\_\_\_\_ (“Composition”) written by \_\_\_\_\_; and registered in the United States Copyright Office on \_\_\_\_\_ by the owner.

Whereas, the Licensee desires to use the composition in a certain live theatrical event entitled \_\_\_\_\_ (the “play”), written by \_\_\_\_\_, in the following manner \_\_\_\_\_

\_\_\_\_\_. The amount of the composition the licensee intends to use will be limited to \_\_\_\_\_.

Therefore, in consideration of the mutual covenants and considerations given herein, the parties agree as follows:

1. The Owner hereby grants to Licensee a nonexclusive license to use the Composition in the manner and amount described herein above at the Licensee’s primary facility located on or at \_\_\_\_\_

\_\_\_\_\_, (the “Facility”) beginning on \_\_\_\_\_ and terminating

\_\_\_\_\_, for \_\_\_\_\_ performances (including previews and free performances.) In the event the

Licensee desires to extend the number of performances, He will promptly notify the Owner and additional fees will be paid

on the same terms as hereinafter required. The Licensee represents and warrants that:

A. At full capacity, the Facility seats \_\_\_\_\_ persons;

B. Ticket prices for the performances will be not less than \_\_\_\_\_ and not more than \_\_\_\_\_.

C. The level of production will be \_\_\_\_\_.

2. The Owner hereby grants a license for the use of the Composition as herein described solely in the said Play and solely for the Licensee’s production as described in paragraph 1 above.

3. The Licensee will pay to the Owner royalties in the following amounts and manner:

[A flat fee in the amount of \_\_\_\_\_, which will cover all performances of the play as contemplated in Paragraph 1 above. Said fee shall be due and payable \_\_\_\_\_ days prior to the first performance before an audience, whether paid, free, or preview. ]

[Alternative]

[A royalty per performance in the amount of \_\_\_\_\_, based on the ticket prices described in paragraph one (B) above and the number of performances as described in Paragraph 1 above, for a total fee of \_\_\_\_\_.

Said fee will be due and payable \_\_\_\_\_  
days prior to the first performance before an audience, whether paid, free, or preview.]  
[Alternative]

[A royalty in the amount of \_\_\_\_\_percent of the gross weekly box office receipts. Gross weekly box office receipts will consist of all moneys due from ticket sales from all sources whatsoever, less sales commissions and taxes. Said royalties will be due and payable on each Wednesday for the previous performance week and will be accompanied by an itemized box office statement, certified by both the treasurer and the Licensee.]

4. The Owner will have the right to inspect all books of the Licensee for the production during regular business hours.

5. No recordings by film, audio, video, or any other technologies, whether known at this time or hereinafter discovered, will be made of the play (including recordings “for the archives”) wherein the Composition is used.

6. The Owner represents that it owns and controls the rights to the Composition and therefore has full power and authority to enter into this agreement and grant said license hereunder. The Owner will hold the Licensee harmless and indemnify him against any claims that this agreement and the license granted thereunder will infringe upon the rights of any third parties.

7. This License is for utilization of the music and lyrics of the composition only in the manner stated in paragraph one above. The music and lyrics of the Composition may not be printed and distributed to patrons or published in any publication of the play without addition License from and fees paid to the Owner and codified in a separate agreement therefore.

8. In all programs, credit must be given to the Owner and Writers of the Composition in substantially the following manner:

“ \_\_\_\_\_ (title of musical composition)

Music by \_\_\_\_\_ (Composer)

Lyrics by \_\_\_\_\_ (Lyricist)

Copyright \_\_\_\_\_ by \_\_\_\_\_ (Owner).

Used under license from \_\_\_\_\_.”

9. This Agreement will be governed by the laws of the State of \_\_\_\_\_. This Agreement may not be modified, except in a writing signed by both parties. This document contains the entire Agreement of the parties.

In Witness Whereof, the parties have placed their hands and seals on the day above written.

Owner:

By: \_\_\_\_\_

Licensee:

By: \_\_\_\_\_

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Attorney, producer, and playwright Charles Grippo is the author of *Business and Legal Forms for Theater* and *The Stage Producer's Business and Legal Guide*.