

Music Clearances: Licensed Music

- Unless otherwise approved in advance by YouTube Legal, all rights in and to the licensed music, including all public performance/communication/transmission/making available, reproduction, synchronization and master use rights in compositions and sound recordings contained in the content, must be fully cleared by Producer for all uses worldwide, including marketing and promotion, for the entire license period.
- **If a song (sound recording and composition) has been cleared for a particular duration of use and/or a particular use/scene, do not exceed that duration and/or use it in a different scene.** The license fee is likely to increase as a result and/or the approval may no longer apply.
- **Do not license from websites (including “royalty-free” or “creative commons licenses” websites) that attempt to operate like music libraries and require agreement to online terms.** These “click through” agreements generally do not include all of the required rights and licenses, such as performance rights, synchronization rights, representations and warranties about the music, a waiver of injunctive relief, assignment, etc., and they often limit the media in which the music may be used.
- **Do not use music from licensors (including music libraries) who won’t agree to the license terms required in the Agreement** (which, among other things, includes the right to modify and exploit the program on an audio-only basis and in any and all media, for all purposes contemplated in the Agreement). Avoiding the use is always better than placing it in the production on a temporary basis, only to have to remove it due to lack of clearance/lack of agreement to required terms.
- **In addition, each license must contain the following information and terms:**
 - Number of uses / type(s) of use / approximate timing(s).
 - Term: should be the same term as specified in the Agreement.
 - Territory: worldwide.
 - Rights: any and all media now known or hereafter devised.
 - In-context promotional/trailer/advertising rights.
 - Waiver of injunctive relief.
 - Synch licenses must also contain a full buyout of all mechanical rights. This is common practice when licensing music so should not be controversial.
 - A warranty and representation that the licensor owns and/or controls their respective share of the recording/composition, that the recording/composition does not infringe on the rights of any party and that there are no other consents or payments (including any vocalists, musicians, or unions/labor organizations) required in respect of the applicable use.
 - Music licensors must indemnify the Producer for any loss or liability in connection with any breach of the license agreement and there should be no limitation on the licensor's liability (e.g., their liability can't be limited to the amount of the license fee).
 - Ability to cure upon notice for the Producer.

- Right to assign the agreement (or any portion thereof) to any party.
 - Choice of Law/Venue: CA or NY
 - Dubbing, subtitling and captioning rights in all languages.
- *If you are unable to obtain these rights on a buy-out-basis, you must substitute with alternative licensed music.*