

Submission to MTV

Here at MTV we are constantly craving new music for our shows and we don't always have giant budgets to license what we want. So we are offering something that is priceless in the end, and that is promotion for the artists! We have begun doing this in shows like Laguna Beach and PowerGirls already, it is a great way to get your music heard, not to mention a credit in the show and the MTV website.

If this is something you would be interested in, please send your or your artists CD to the address below. Attached is a standard agreement, please sign and send with any music you would like to submit, please write the society IE. (BMI or ASCAP) next to the artist and or writer in the schedule A of the release.

ALSO PLEASE MAKE SURE YOU HOLD THE RIGHTS TO THE MASTERS AS WELL AS %100 OF THE PUBLISHING FOR THE SONGS YOU ARE LICENSING TO US...

Attn. Mike Sneary - Music Supervisor
MTV News & Docs
770 Broadway 10th flr Suite #1072
New York, NY 10003

SYNCHRONIZATION / MASTER USE BLANKET LICENSE AGREEMENT

Agreement entered into as of the ____ day of _____, 2005, between _____ (the "Licensor"), address _____, and MTV Networks ("MTVN" or the "Producer"), a division of Viacom International Inc., 1515 Broadway, New York, New York

WHEREAS, Licensor owns, controls or administers the copyright in the musical compositions listed in the attached **Schedule A** (the "Composition") and also owns or controls the copyright in the master recording embodying the Composition (the "Master"); and

WHEREAS, Producer wishes to record the Composition/Master in synchronization and/or timed relation as part of Producer programming (the "Programming");

NOW, THEREFORE it is agreed as follows:

1. For promotional consideration and One Dollar (\$1.00), the receipt of which is hereby acknowledged, Licensor hereby grants to Producer the non-exclusive, irrevocable right and license to record and to perform the Composition/Master in synchronization and/or timed relation in the Programming. This License shall cover Producer's unlimited usage of any such Composition/Master or any portions or excerpts thereof, used within the Programming.

2. Producer shall have the right to use the Composition/Master within the Programming and to exploit the Programming in and by any and all media, methods, manner and formats now known or hereafter devised.

a) The term ("Term") of this license is perpetuity.

b) The territory ("Territory") covered by this license is the Universe

3. Licensor shall not have any right or interest in the Programming and Producer shall have the right to advertise, promote and otherwise make use of the Programming as Producer determines in its sole discretion and as such Producer shall have the right to use the Composition/Master as embodied in the Programming in connection with such advertising, promotion and exploitation of the Programming in and by any and all media, methods, manner and formats now known or hereafter devised (including, without limitation, television excerpts and trailers).

4. Producer shall be entitled to assign all or portion of the rights licenses granted herein for the purposes of authorizing or permitting the exhibition, broadcast, transmission, reproduction or performance of the Programming, and portions thereof, and shall be entitled to assign this agreement in its entirety to any person, firm or corporation acquiring ownership of or production rights to the Programming without further payment to Licensor.

5. MTVN programming services exhibiting the Programming containing the performance of the Composition shall be subject to the maintenance or procurement of a valid license from ASCAP, BMI or any other appropriate performing rights society.

6. Producer is under no obligation to include the Composition/Master within the Programming.

7. Licensor represents and warrants that (i) Licensor has full power and authority to enter into and fully perform this agreement and that it owns or controls the rights in the Composition and Master granted to Producer herein; (ii) all elements within the Composition and Master are either original with the Licensor or are fully cleared by the Licensor; (iii) Licensor's administrative share of the Composition is 100%; (iv) the Composition and Master are free and clear of any liens or claims with respect to the use of such Composition and Master in the manner authorized herein, and that such use authorized herein will not give rise to any claims of infringement, invasion of privacy or publicity or claims for payment of re-use fees or residuals (any and all third party payments shall be Licensor's responsibility) and (v) Licensor will not act in a manner or enter into any oral or written agreements inconsistent with this agreement.

8. Licensor shall indemnify and hold harmless Producer, its successors, assigns and licensees from and against any and all losses, damages, liabilities, reasonable attorneys' fees and costs, actions, suits, other claims arising out of Producer's exercise of such rights, or Licensor's breach or alleged breach, in whole or in part, of the foregoing representations and warranties. Licensor shall reimburse Producer upon demand for any payment made by Producer at any time with respect to such losses, damages, liabilities, attorneys' fees and costs, actions, suits or other claims to which the foregoing indemnity applies.

9. This license is binding upon and shall inure to the benefit of the respective licensees, successors, and assigns of the parties hereto. This agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of New York.

Agreed To And Accepted By:

MTV NETWORKS, a division of Viacom
International Inc.

An Authorized Representative

An Authorized Representative

Print Name:

Social Security Number or Federal ID:
