

2008

Roadtrip Productions Music Release

This Agreement is between Roadtrip Productions, Ltd., d/b/a Roadtrip Nation, corporation with its principal place of business at 760 Newton Way Costa Mesa, CA 92627 (“Licensee”), and _____, an individual residing at _____ and performing in a band known as _____ (the “Licensor”) with respect Licensor’s granting a license to Licensee with respect to Licensor’s recording(s) or album(s) entitled “_____” (collectively the “Work” and further defined below) and Licensee’s use of the Work in Licensee’s body of work (the “Program”).

1. Prior to licensing the Work, Licensee requires the Licensor to disclose the owner(s) of master recording/master license rights and the synchronization/”synch” rights (as these terms are commonly used within the industry). Licensor hereby represents and warrants that the information provided below in this Section 1 is true and correct, and Licensor agrees to indemnify, defend and hold harmless Licensee against any breach of that representation and warranty with respect thereto.

Work Information

Song Name: _____
Songwriter(s) name(s): _____
Ownership Interest: _____

**Master Recording/
Master License Information**

Song Name: _____
Licensor/Band Name: _____
Controlling Party: _____

Synchronization License Information

Song Name: _____
Controlling Party: _____

Performance Rights Society Information (Circle):

ASCAP BMI SESAC Other None

Licensor represents and warrants that, except as otherwise disclosed above, Licensor exclusively owns or controls all rights in and to the Work, the sound recording(s) thereof (the “Master Recordings”), and any publishing-related rights (synch license).

2. Licensor hereby grants to Licensee, and its successors and assigns, a non-exclusive, gratis and royalty-free license to a non-exclusive right to use the Work, or any portion(s) thereof, in the Program. Licensee’s rights shall include the following license:

(a) to record, dub and incorporate the Work or the Master Recordings, or any portion thereof, in the Programs in synchronized or non-synchronized relation to any or all video elements, including, but not limited to, screen shots, menus, cut scenes, trailers, photographs, graphics, animation, video and audio, in digital, computer readable or other form, on any platform, device, format and/or method of distribution by which video and audio content may be used by or delivered to end-users, whether now existing or hereafter created in perpetuity (“Licensed Media”), forever into the future and throughout the universe (“Territory”);

(b) to loop the Work and the Master Recordings for purposes of multiple sections or uses in the Programs;

(c) to exploit the Work, the Master Recordings and work information and/or master recording information through the reproduction, manufacture, publishing, distribution and sale of copies of the Programs in any and all Licensed Media throughout the Territory;

(d) to edit the Work and the Master Recordings for inclusion in the Programs and advertising, marketing and promotional materials therefore, including, without limitation, for timing purposes;

(e) to change and/or remove lyrics of the Work or the Master Recordings which are unsuitable for inclusion in the Program (as determined by Licensee in its sole and exclusive discretion);

(f) to use and include the Work Information and/or Master Recording Information in connection with the Program packaging (front and back of box) and the related documentation, including without limitation DVD inserts, as well as advertising, marketing and promotional materials therefore;

(g) to use the Work, the Master Recordings and Work Information and Master Recording Information for the advertising, marketing and promotion of the Program through and by any and all means in any and all media (including without limitation print publications, newspapers, magazines, multimedia demonstration disks, television, radio and internet promotions), on any media type, now or hereafter known or in existence, including without limitation, the right to use the Work and the Master Recordings, in whole or in part, in connection with:

i. the production of commercials or other programs advertising or promoting the Program and the broadcasting of such commercials and programs in any broadcast media in perpetuity;

ii. online trailers or segments of the Program;

iii. point-of-purchase public display and print and multimedia promotion and sales materials; and

iv. the exhibition of the Program at conventions, and at “in-house” presentations.

3. Licensors acknowledge and agree that Licensee retains all ownership of, and interest in, the Program, forever and without limitation, that Licensors do not and shall not acquire any rights to the Program (other than the rights explicitly set forth herein) at any time, and that Licensee may sell, exploit, copy, distribute, market, broadcast or otherwise use the Program, or any portion thereof, in any format and in any

medium now known or hereafter devised, forever and throughout the world, in its sole discretion.

4. In exchange for Licensor's granting the license herein to Licensee, Licensee agrees to provide to Licensor the following consideration to which Licensor would not be otherwise entitled: Licensee shall give the Licensor on-screen credit (to include song name, artist, composers and copyright information) wherever the Work appears in the Program in any medium/Licensed Media. This may include, but shall not be limited to: television (e.g., PBS documentary airings); Licensee DVD releases; internet video content (e.g., MSN); Licensee's official website (www.roadtriplnation.com); and any other medium in which Licensor's Work appears as part of the Program, whether now existing or hereinafter created. Notwithstanding the foregoing, Licensee's failure to do so shall not be considered or deemed a breach of this Agreement, provided that Licensee shall make reasonable efforts to ensure that the appropriate credit is included in future manufacturing/production/exhibition of the Program upon receipt of notice of such failure. Licensor acknowledges and agrees that, in the event that Licensee, in its sole and exclusive discretion, chooses not to include the Work in the Program and/or in any medium/Licensed Media, no credit shall be given to Licensor therein. With respect to any broadcast of the Program in any medium, Licensee shall not provide any monetary compensation to the Licensor for any such broadcast, except that Licensee shall comply with each broadcaster's reporting requirements (e.g., BMI, ASCAP, etc.) in accordance with each broadcaster's ordinary practices and procedures.

5. Licensor hereby represents and warrants that, except as otherwise set forth herein and above, that:

a. the Work is the Licensor's own original work, that Licensor wholly and exclusively owns all rights to the Work except as otherwise listed herein (except that Licensor may assign non-exclusive rights to the Work provided that Licensor makes all such non-exclusive assignments known to Licensee prior to entering into this Agreement and, at Licensee's request, provides a copy of all agreements containing such assignments), that Licensor is the sole author of the Work, and that no other person or entity is entitled to payment from Licensee by means of Licensee's use and distribution of the Work within the Program (except as listed herein).

b. when used by Licensee as contemplated herein, Licensee's use of the Work will not infringe upon any copyright, in any form, of any person or entity anywhere in the world.

c. this Agreement does not conflict with any other agreement to which Licensor is a party.

Licensor agrees to defend, indemnify and hold harmless Licensee for Licensor's breach of any representation or warranty contained herein, and against all claims or actions of any third party arising out of Licensee's use of the Work, including without limitation any third party allegation of infringement, improper or unlawful use of trademark, trade name, copyright, logo, song or song title or band name, with respect to the Work.

6. This Agreement represents the entire understanding between the parties regarding the subject matter hereof and supersedes all previous communications between the parties, both oral and written. No waiver, modification, or addition to this Agreement shall be valid unless in writing and signed by the parties hereto. Neither party shall make any claim that this Agreement has been orally modified.

7. The invalidity of any part of this Agreement will not and shall not be deemed to affect the validity of any other part. In the event that any provision(s) of this Agreement is/are held to be invalid, the parties agree that the invalid part or parts shall be stricken, and the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the deletion of the invalid provision.

8. This Agreement shall be construed in accordance with the laws of the State of California, applicable to contracts entered into and performed therein, without giving effect to its conflict of laws principles. Venue for any action arising under or by virtue of the parties' obligations under this Agreement shall lie exclusively in the state and federal courts located in Orange County, California.

9. Licensee may assign this Agreement to its successors and assigns without consent of the Licensor. Licensor may not assign this Agreement without written consent of Licensee.

INTENDING TO BE LEGALLY BOUND HEREBY, the parties hereby execute this Agreement.

ROADTRIP PRODUCTIONS, LTD.

LICENSOR

(Signature)

(Signature)

(Print Name)

(Print Name)

(Dated)

(Dated)

(contact address)

(email address)