

“Buy Out” License Agreement

WHEREAS B&H Gold Music owns the musical Composition(s) purchased from www.bhgoldmusic.com (Hereinafter "Composition(s)"), and; WHEREAS Licensee desires to utilize the Composition(s) throughout the term of 99 years from date of purchase;

NOW THEREFORE the parties hereto do hereby mutually agree as follows:

1. In consideration of the compensation payable by Licensee to B&H Gold Music and the other covenants herein on the part of the Licensee, B&H Gold Music hereby grants to Licensee, for the term of 99 years, the unlimited, nonexclusive right and license to:
 - (i) Record the Composition(s) in synchronization or timed relation with visual and / or audio elements in a Production(s); Production(s) may include but are in no way limited to: television, radio, audio-visual, commercials, infomercial, documentary, cd-rom, DVD, educational, corporate, trade shows, power point, internet audio streaming, flash presentations, web site, graphics, animation, promotional videos, retail videos, home videos, wedding videos, etc.
 - (ii) Reproduce and make physical copies of the Composition(s) embodied in the Production(s).
 - (iii) Distribute the Production(s) to the public by sale or other transfer of ownership up to 5,000 units.
 - (iv) To utilize the Composition(s) for internet audio streaming.
2. The rights granted herein are worldwide.
3. Additional licensing is required for: Feature Films, National Broadcasts, Network Broadcasts, Movies of The Week, Film Trailers, and Distributions of over 5,000 units. Contact info@bhgoldmusic.com or at: Tel: (705) 585-2029.
4. The rights and license granted herein may not be assigned, transferred, lent, donated, sold, leased or shared, placed on an online bulletin board or any other online services either affirmatively or by operation of law, without B&H Gold Music written consent.
5. Licensee shall not use any Composition(s) as a sampling source or add to in any way any Composition(s) without B&H Gold Music written consent.
6. No right to Mechanical or Performing Rights is granted.
7. Licensee must complete and sign a “Broadcast Music Cue Sheet” for any Composition(s) used in broadcast. Broadcasts include but are not limited to: Television, Radio, Internet, Trade Shows, Podcasts, Exercise Classes, Restaurants, Dance Shows, Night Clubs, etc.
(There is no cost for you whatsoever associated with this. Our composers earn a few extra royalty dollars (don't think Beatles, think more like “all dressed” instead of “pepperoni”) from their music broadcasts, but ASCAP, BMI or SOCAN won't pay them unless there is a Broadcast Music Cue Sheet filled out. We believe everyone has a right to earn a living and feed their kids, even musicians. This is why we are taking this initiative. So on behalf of our composers and their families, we thank you)
“Broadcast Music Cue Sheet” can be completed online or by downloading a PDF or Word copy:
 - Complete “[Broadcast Music Cue Sheet](#)” online
 - Download “[Broadcast Music Cue Sheet](#)”
 - Fax “Broadcast Music Cue Sheet” Fax: (705) 585-2029
 - [List of Performing Rights Organizations /Counties / Addresses](#)
8. B&H Gold Music warrants and represents that it has full right, power and authority to enter into and to perform this Agreement.
9. This Agreement shall be deemed made in and shall be construed in accordance with the laws of the province of Quebec, Canada.