

TREASURY OF SACRED MUSIC, INC.

License Agreement for Musical Compositions and/or Texts

This Agreement is made and entered into as of _____, by and between (Full legal name as it appears on Submission Form) _____
(hereinafter the "Licensor") located at _____
and Treasury of Sacred Music, Inc. (hereinafter the "Licensee"), located at 611 Eden Circle, Eagan, Minnesota 55123.

In consideration of the opportunity for greater exposure for Licensor and Licensor's work, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. Licensed Work

Licensor is the sole owner of the copyright in and to the original musical compositions and/or texts for said compositions entitled:
[Please enter number of pages for each title]

(collectively, the "Licensed Work"), consisting of: _____ Music _____ Text/Lyrics- See Addendum if any.

2. Grant of License

Licensor hereby grants Licensee a non-exclusive, revocable, worldwide license to copy and store the Licensed Work submitted by Licensor on one or more servers maintained by or for Licensee, to display the Licensed Work to the general public through one or more internet websites maintained by or for and under the control of Licensee, and to grant nonexclusive licenses to Licensee's members ("Members") to:

- i. Access, download, and store the Licensed Work.
- ii. Make print and digital copies of the Licensed Work.
- iii. Distribute and display copies of the Licensed Work in print and digital formats to choir members and other musical performers for use in rehearsals and in live performances of the Licensed Work at worship services.
- iv. Distribute and display copies of the Licensed Work in print and digital formats to the member's congregation as part of and for use in a live worship service.
- v. Perform the Licensed Work at a live worship service.
- vi. Stream or otherwise broadcast or transmit real-time live performances of the Licensed Work at a worship service, including transmission of any display, by projection or otherwise, of the Licensed Work at that worship service.
- vii. Record performances of the Licensed Work at a live worship service, and stream or otherwise broadcast, transmit or make available such recordings, including any display of the Licensed Work at the worship service included in the recording.

Licensee shall establish the terms for license agreements with its Members, provided that Member license agreements shall not grant Members any rights other than those listed above. The license granted to Licensee hereunder shall be for the term of copyright in the Licensed Work, unless terminated earlier under Section 6.

3. Restrictions

Licensee shall not alter the Licensed Work without the prior written consent of Licensors. Licensee shall not claim authorship or ownership of the Licensed Work, or use or authorize use of the Licensed Work other than as permitted hereunder. Licensee shall only make the Licensed Work available to Members who have entered into a Member license agreement, and shall not make the Licensed Work available to any Member who Licensee knows or has reason to know will use the Licensed Work in any way that will violate that Member's license agreement, applicable laws or moral standards.

4. Ownership

Except for the license granted to Licensee hereunder, Licensors will retain ownership of all rights, including the copyright, in and to the Licensed Work.

5. Credit

Licensee shall credit Licensors as follows: “_____, composer” and/or “_____, text writer” in all displays of the Licensed Work on Licensee's internet website and shall require a Member to credit Licensors as copyright owner on all copies of the Licensed Work made by that Member.

6. Termination

This Agreement and the nonexclusive license granted hereunder may be terminated by either party upon 30 days' written notice, or immediately by written notice upon the breach by either party of any term hereof. Licensee may remove the Licensed Work and terminate this Agreement at any time if Licensee determines that the Licensed Work may be subject to a claim of infringement or may otherwise subject Licensee to undue risk of legal action, or that there is or may be a dispute with any other party claiming ownership of the Licensed Work. Licensors may terminate this Agreement if Licensee fails to display the Licensed Work and make the Licensed Work available to its Members within sixty (60) days after submission by Licensors, or if, after posting the Licensed Work and making the Licensed Work available to its members, Licensee removes the Licensed Work and does not make the Licensed Work available to its Members for a period of more than sixty (60) consecutive days.

Upon termination, Licensee shall immediately remove the Licensed Work from its internet website, destroy or return all copies of the Licensed Work in its possession to Licensors, and cease to make the Licensed Work available to its Members, provided that any Member who has entered into a license agreement for use of the Licensed Work may continue to use the Licensed Work in accordance with the terms of that Member's license agreement.

7. Representations & Warranties

Licensors represents and warrants that: (i) Licensors is the sole creator of the Licensed Work and/or the sole owner of the copyright in and to the Licensed Work, and has the right to grant the license granted hereunder; (ii) no portion of the Licensed Work was generated using any artificial intelligence technology or system or any other form of virtual generation; (iii) the Licensed Work does not infringe on any copyright, right of privacy, right of publicity, right of confidentiality or other right of any other party; (iv) there are no pending or threatened claims, actions, or proceedings relating to the Licensed Work; and (v) this Agreement and the license granted to Licensee hereunder do not violate any other agreement or restriction to which Licensors or the Licensed Work is subject.

8. Indemnification

Licensors shall indemnify, defend, and hold harmless Licensee from and against any claims, damages, or legal actions based on or arising from the breach or alleged breach of any of the representations and warranties made by Licensors in Section 7 of this Agreement.

9. Assignment

This Agreement shall be freely assignable by either party and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. Survival

The representations, warranties and indemnification obligations of Licensor shall survive the termination of this Agreement.

11. Force Majeure. Licensee shall not be liable for any delay or failure in performance hereunder resulting from any events beyond the reasonable control of Licensee, including but not limited to fire, flood, earthquake or other action of the elements, strikes, materials shortages, acts of terrorism, civil commotion, or any government or court order, and the time for performance shall be extended by the period of such event of force majeure.

12. Governing Law

This Agreement shall be governed by the laws of the State of Minnesota.

13. Entire Agreement

This document represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior communications or understandings, whether oral or written, with respect to the subject matter hereof. This Agreement may be modified or amended only by an instrument in writing signed by Licensor and Licensee.

14. Waiver.

No waiver by either party of any provision hereof shall be construed as a waiver of any other provision or any subsequent breach. The failure of any party hereto to enforce at any time any provision hereof shall not be construed as a waiver of the right to enforce such provision or any other provision at any future time.

15. Notices.

All notices hereunder shall be in writing and shall be given by email to the party at the address set forth below or such other address as such party shall have designated in accordance with the provisions of this Section. Notices shall be deemed given upon receipt.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Licensor Signature:

Please enter full legal name as it appears on Submission Form

_____ Date _____

Email: _____

Licensee Signature: Treasury of Sacred Music, Inc.

Email: admin@treasuryofsacredmusic.org

By: _____ Date _____

Title: _____

COMPOSER/TEXT WRITER SUBMISSION FORM										
COMPOSER NAME (Full Legal Name as it appears on License Agreement)										
TITLE OF WORK										
TEXT WRITER NAME (Full Legal Name as it appears on License Agreement)										
CHECK ALL BOXES THAT APPLY										
USE		LANGUAGE		VOICE		ACCOMPANIMENT		INSTRUMENTAL		TYPE
General	☐	English	☐	Unison	☐	Keyboard	☐	Woodwind	☐	Mass
Seasonal*	☐	Spanish	☐	Descant	☐	Organ	☐	Strings	☐	Cantata
Advent	☐	Latin	☐	SA	☐	Percussion	☐	Brass	☐	Psalm
Christmas	☐	Other*	☐	SAB	☐	Other	☐	Guitar	☐	Hymn
Lent	☐			SATB	☐			Handbells	☐	Anthem
Easter	☐			Assembly	☐			Other	☐	Other
Other*	☐			Other	☐					
*Please provide additional information immediately below if the categories above do not describe this work sufficiently, such as specific USE or an unlisted LANGUAGE:										
ENTER YOUR PERSONAL BIOGRAPHICAL INFORMATION BELOW										
Please limit to 100 words										
ARE YOU WILLING TO POST A PERSONAL HEADSHOT? YES ☐ NO ☐										
Each individual composition and text must be accompanied by this form and the signed Intellectual Property License Agreement. If the text writer is different from the composer both must submit the signed Intellectual Property License Agreement.										
PLEASE BE SURE TO SAVE THE COMPLETED DOCUMENTS BEFORE SENDING AS ATTACHMENT(S) OR YOU COULD LOSE THE ENTRIES YOU MADE AND WOULD HAVE TO START OVER.										