



ANNUAL AGREEMENT
Master and Synchronization Agreement

This Renewal agreement (the "AGREEMENT") is made this December 3rd, 2014 by and between Killer Tracks, a unit of Universal Music – MGB NA LLC, 2110 Colorado Avenue, Suite 110, Santa Monica, CA, 90404 (hereafter referred to as KT) and, **City of Franklin**, City Hall 109 3rd Avenue South, Franklin, TN, 37065 (hereafter referred to as COMPANY).

Whereas, KT is the owner or administrator of certain rights in and to the musical compositions and sound recordings (hereafter referred to as COMPOSITIONS) in the production music libraries as listed in Exhibit "A" (hereafter referred to as LIBRARIES). For the avoidance of doubt, the term "CD," as used throughout this AGREEMENT, shall mean a physical compact disc and/or a digital-file equivalent.

Whereas, COMPANY desires to license the music in the LIBRARIES for the purpose of synchronization with COMPANY's productions (the "PRODUCTIONS").

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, KT HEREBY GRANTS TO COMPANY THE FOLLOWING RIGHTS:

1. The non-exclusive right, license and authority to synchronize and embody those COMPOSITIONS in the LIBRARIES with COMPANY's PRODUCTIONS, to make copies of such embodiments and to distribute such copies throughout the TERRITORY (as defined in paragraph two (2) below) subject to the terms and conditions of this AGREEMENT. COMPANY may continue to distribute such copies in perpetuity, even after termination or expiration of this AGREEMENT, so long as the PRODUCTIONS are not altered in any way (either its audio or visual parts) provided it embodies the COMPOSITIONS in the manner set forth in paragraph four (4) herein. Upon expiration of this AGREEMENT, COMPANY's ability to download (if applicable) the musical COMPOSITIONS from www.killertracks.com (the "WEBSITE") and COMPANY's ability to possess, control, use or exploit any of the COMPOSITIONS from the LIBRARIES will terminate. To that effect, COMPANY shall, within ten (10) days of either (i) COMPANY's receipt of KT's notice of termination, or, (ii) expiration of this AGREEMENT, within ten (10) days of COMPANY's issuance of a termination notice, destroy all electronic files of the COMPOSITIONS in its possession, return to KT an executed Affirmation of Destruction and return any physical CD's in a commercially acceptable condition, all at COMPANY's expense.

2. The TERRITORY covered by this license is COMPANY'S location noted above as it relates to synchronization and the World as it relates to distribution.

3. The term (the "TERM") of this license is for a period of **three (3) years, commencing on October 21st, 2014 and ending on October 20th, 2017, upon execution, as evidenced by the signatures of the parties.**

4. COMPANY agrees that use of the productions embodying such COMPOSITIONS from LIBRARIES will be limited to the following clearances:

- **LOCAL BROADCAST (FREE TV/RADIO/BASIC CABLE)** - Programs, promos, commercials, infomercials and PSAs limited to COMPANY'S location(s) licensed under this agreement as specified above. DOES NOT INCLUDE EPISODIC SERIES OR THEMES.
- **NON-BROADCAST** - Audio, video, and digital media, corporate intranet, and closed circuit communications. Production not for sale to the general public.
- **INTERNET** - Free digital downloads/streaming. DOES NOT INCLUDE EPISODIC/SERIES PRODUCTIONS OR THEMES. For purpose of this Internet Clearance, the territory is considered to be the World.

Productions requiring any clearances other than those noted above must be licensed separately from this AGREEMENT at the prevailing rate card rates. **All rights not specifically granted above are reserved to KT.** License application forms will be supplied upon request. COMPANY acknowledges that any further or different uses of the COMPOSITIONS in the LIBRARIES are infringements of KT's copyrights.

5. **COMPANY agrees to pay KT for the rights granted herein the sum of One Thousand Eight Hundred Fifty US Dollars (\$1,850.00), due in full within thirty (30) days from the signing and execution of the AGREEMENT.**

6. KT shall make available to COMPANY the music in the LIBRARIES in the form of compact discs and/or digital equivalent (CD) recordings, and any automatic updates as listed in EXHIBIT "A", which are *on loan* to COMPANY during the TERM hereof. Upon termination of this AGREEMENT, if COMPANY possesses any physical CDs, all CDs must be returned in good condition within thirty (30) days, to KT at COMPANY's expense. COMPANY agrees to reimburse KT in the amount of Seventy-Five US Dollars (\$75.00) for each missing or damaged physical CD. Any temporary copies of the COMPOSITIONS made by COMPANY during the course of normal production must be returned or destroyed.

7. Upon COMPANY's request, COMPANY may preview additional CDs not listed in EXHIBIT "A", at any time during the term of this AGREEMENT. In the event COMPANY would like to add any CDs to this AGREEMENT, each additional CD will be invoiced at a rate of One Hundred US Dollars (\$100.00) per CD for the balance of the term of the AGREEMENT. All terms of this license shall apply to any additional CDs retained by COMPANY during the TERM of this AGREEMENT.

8. The LIBRARIES are granted by the AGREEMENT to COMPANY solely for its benefit and usage. COMPANY agrees that it shall not make any copies of the COMPOSITIONS other than for COMPANY's use as permitted by this AGREEMENT. COMPANY shall not sell, lease, lend, give, physically convey, or otherwise transfer, the KT compact discs, to any person, firm or corporation without KT's prior written consent. Upon KT's request, COMPANY agrees to supply KT with an audio-video copy in a mutually agreed upon format of a specific production(s) produced by COMPANY utilizing KT's LIBRARIES solely for the purpose of promoting its music library.

9. KT represents and warrants that it has the full right, power and authority to make this AGREEMENT and grant the rights granted herein. Other than such limited rights of synchronization and uses designated in Paragraph four (4) herein, KT reserves to itself all rights and uses of every kind and nature whatsoever in and to the LIBRARIES including, without limitation, the mechanical and the grand and small performing rights. All other rights or uses shall be negotiated separately with KT. With respect to the performing rights, COMPANY shall negotiate directly with KT or with the appropriate performing rights society.

10. In the event that COMPANY violates this AGREEMENT or breaches any of its covenants contained herein, COMPANY, upon written notice from KT, shall have a period of thirty (30) days to materially cure such claim. If claim is not resolved during such period, the license hereunder may be terminated at KT's sole discretion. KT shall thereafter be under no obligation to license to COMPANY the use of the LIBRARIES or any COMPOSITIONS contained therein for any purpose whatsoever. In addition to any other remedy available to KT, should COMPANY be unable to cure such claim during the thirty (30) days, KT shall thereupon be entitled to seek an injunction to enjoin COMPANY from any **new** use of said LIBRARIES produced before or after notification of breach.

11. COMPANY warrants and represents that: (i) it has the right and power to enter into this AGREEMENT, and to fully perform in accordance with all of the terms hereof; and (ii) it shall comply with all applicable laws, rules and regulations in the performance of its obligations hereunder. COMPANY shall indemnify, defend and hold harmless KT from and against any loss or damage suffered by KT as a result of any use of any COMPOSITION that is inconsistent with the terms of this AGREEMENT or any breach or alleged breach of COMPANY's warranties or representations hereunder.

12. Based upon COMPANY's full and complete performance under this AGREEMENT and provided that COMPANY is not in breach of this AGREEMENT, KT agrees to indemnify COMPANY and hold it harmless from and against any and all losses and damages, incurred as a result of a breach of KT's representations and warranties hereunder,

13. This AGREEMENT shall be governed by and construed in accordance with the Laws of the State of Tennessee and the jurisdiction of any dispute hereunder shall be with the United States Courts of Williamson County, Tennessee.

14. The license granted herein shall not become effective for any purpose until accepted and executed by an authorized representative on behalf of COMPANY and by an authorized representative on behalf of KT., and payments are made by COMPANY as provided herein. Notwithstanding the foregoing, this AGREEMENT shall be binding upon full and complete execution by the parties hereto. Neither party may assign this AGREEMENT or any of its rights or obligations hereunder without the prior written consent of the other party, and any such attempted assignment shall be void, except that KT may, without the consent of COMPANY, assign this AGREEMENT, or any of its rights or obligations hereunder, to any party controlling, controlled by or under common control with KT, to any party as part of a sale by KT of stock or a substantial portion of KT's assets or to any party with whom KT may merge or enter any other business combination.

15. This AGREEMENT and the attached addendum constitutes the entire agreement of the parties hereto and may not be amended except by an agreement in writing executed by the parties hereto. To the extent that the terms and conditions of this AGREEMENT conflict with another unexecuted document (i.e., purchase order, etc.) then the terms of this AGREEMENT shall prevail. COMPANY and KT agree that a faxed or emailed counterpart of the AGREEMENT evidencing the signature of a party shall be effective as an original signature for all purposes.

Eric S. Stuckey
AUTHORIZED SIGNATURE
City of Franklin

City Administrator
TITLE

Eric S. Stuckey 12/3/14
PRINT NAME DATE

Don Moyer
Don Moyer - Account Executive
Killer Tracks, a unit of Universal Music – MGB NA LLC
Federal Tax ID 95-310-4625

APPROVED AS TO FORM

By: Kristen Alon
Title: Staff Attorney

EXHIBIT A

Music Item Label	Num. CDs per Label	Updates
Network Music	20	No
TOTAL CD COUNT		20

City of Franklin / Shipping Contact & Email Ray Foglia
rayf@franklin.il.gov

City of Franklin / Billing Contact & Email Ray Foglia
rayf@franklin.il.gov

Please make checks payable to Killer Tracks at address below
15044 Collections Center Drive
Chicago, IL 60693
Website: www.killertracks.com
Phone: (800) 454-5537 Fax: (800) 787-2257

**Addendum of Standard Terms and Conditions
City of Franklin, Tennessee**

This addendum shall modify and supersede the attached contract titled **MASTER AND SYNCHRONIZATION AGREEMENT** and entered into on the ____ day of _____, 2014, by the City of Franklin, Tennessee and Killer Tracks ("Vendor") and together with same shall constitute the entire agreement ("Contract").

1. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
2. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to the Contract, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which this Addendum may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin
Attn: Ray Foglia
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305
E-mail: rayf@franklintn.gov

In the case of Vendor:

5. Waiver. Neither party's failure or delay to exercise any of its rights or powers under the Contract will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
6. Severability. If any term or provision of the Contract is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Contract will not be affected.
7. Precedence. In the event of conflict between the provisions of this Addendum and any contract, agreement or other document which this Addendum may accompany, the provisions of this Addendum will to the extent of such conflict take precedence unless such document expressly states that it is amending this Addendum.
8. Entire Agreement. This Addendum, including any contract, agreement or other document which this Addendum may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Addendum. The terms and conditions of this Addendum may

**Addendum of Standard Terms and Conditions
City of Franklin, Tennessee**

not be changed except by an amendment expressly referencing this Addendum by section number and signed by an authorized representative of each party.

9. Breach. Upon deliberate breach of this Contract by either party, the non-breaching party shall be entitled to terminate this Contract without notice, with all of the remedies it would have in the event of termination under section 10 above, and may also have such other remedies as it may be entitled to in law or in equity.
10. Survival. This Addendum shall survive the completion of or any termination of any contract, agreement or other document which this Addendum may accompany.

City of Franklin, Tennessee

Killer Tracks

By: Eric S. Stuckey
Eric Stuckey
City Administrator

By: Don Moyer
Don Moyer
Account Executive

Approved as to form by:

Kristen Corn
Kristen L. Corn
Staff Attorney