

Synchronization License Agreement (Commercial)

Dated: 09-Mar-2017

THIS LICENSE AGREEMENT ("Agreement") is made by and between EMI ENTERTAINMENT WORLD, INC., 25 Madison Avenue, 24th Floor, New York, NY 10010-8601 ("Publisher"), and City of Franklin, TN, 109 Third Ave. South Franklin, TN 37064 ("Licensee"). All capitalized terms in this Agreement are defined in paragraph 1 of the parties' mutually negotiated standard terms and conditions ("Standard Terms"), attached hereto, unless otherwise indicated. The parties hereby agree that the Standard Terms are binding and are incorporated into this Agreement. In the event of any inconsistency(ies) between the provisions of the Standard Terms and the provisions set forth directly below, the latter shall control.

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license for the use of the below-specified Composition in the below-specified Commercial(s);

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

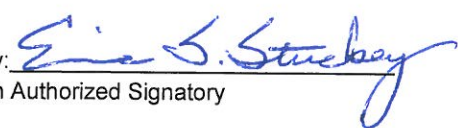
PRODUCT:	Making Municipal Magic - Franklin TN
COMPOSITION:	Magic
WRITER(S):	William Lyall, David Paton
PUBLISHER(S):	Used by Permission of EMI ENTERTAINMENT WORLD, INC All rights reserved.
% OWNED/CONTROLLED:	100 %
U.S. SOCIETY(IES):	ASCAP / BMI / SESAC
USE / TIMING:	1 Commercials/ Up to full length Bkgrnd Vocal / Bkgrnd Instr.
MFN:	With Master
TERRITORY:	World
TERM:	1 year commencing the earlier of the initial air date, or 17-MAY-17, and terminating 16-MAY-18.
RIGHTS GRANTED:	Internet Streaming (limited to city website and social media, no paid media)
FEE:	One Thousand Five Hundred Dollars (\$1,500.00) payable upon the earlier of execution hereof, or the initial airing of the Commercial.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed as of the date first written above, and acknowledge and agree that this AGREEMENT includes the Standard Terms attached below.

EMI ENTERTAINMENT WORLD, INC.

City of Franklin, TN

By: 
An Authorized Signatory

By: 
An Authorized Signatory

STANDARD TERMS1. Definitions.

(a) "Agreement" means this synchronization license agreement, which encompasses (i) the parties' mutually negotiated standard terms and conditions ("Standard Terms") as set forth below, and (ii) the signed instrument to which the Standard Terms are attached which lists specific Product, Term, Territory, Composition, number of Commercials, Fees, and details in connection with the licensed use of the Composition in the Commercial(s), as executed by the parties hereto. In the event an "agent" for a specified party is identified above in connection with the identification of Licensee and with execution of this Agreement, as a material inducement for Publisher to enter into this Agreement, the identified agent represents and warrants that (i) it has the express authority from the Licensee to act as the Licensee's agent, solely as set forth herein; and (ii) it has the express authority to bind Licensee to all of the terms and conditions contained herein.

(b) "Commercial" means a single creative concept advertisement for the Product (or Versions thereof, as defined in the next sentence) embodying the above-referenced Composition for exhibition in the manner and media described hereinabove (e.g., 2 Commercials means 2 differing creative concepts and Versions thereof; 1 Commercial means 1 creative concept and Versions thereof). Each Commercial may be edited to create edits, lifts, or tags of equal or shorter duration (each, a "Version") provided that no Version shall materially deviate from the original creative concept of its subject Commercial. Each Version may be exhibited and/or broadcast in the same media as its subject Commercial. For purposes of this Agreement, the term "Commercial" shall be deemed to include a Commercial and each Version thereof.

(c) "Composition" means the musical composition specified by title in this Agreement, which is owned and/or controlled in whole or in part by Publisher, and which is licensed hereunder for use in the Commercial(s) subject to the terms and conditions set forth in this Agreement. With respect to any Composition which is or may be owned or controlled by Publisher only in part, the term "Composition" shall refer only to that portion of the musical composition owned or controlled by Publisher.

(d) "Exclusivity" if any, means that Publisher hereby acknowledges and agrees that during the Term and in the Territory Publisher will not grant any license to use the Composition in the advertising, marketing or promotion of the specified exclusive product-class, if and as applicable hereunder, as shall be explicitly set forth above if at all. It is agreed and understood that the Exclusivity, if any, does not extend to the Internet Media (if/as applicable hereunder).

(e) "Media" or "Rights Granted" means Licensee's right to exhibit the Composition as embodied in the Commercial in certain forms of media, as specifically set forth above. Media / Rights Granted may include exhibition in any or all of the following media, or as otherwise specifically set forth above, subject to the terms and conditions of this Agreement: (i) on free, basic cable, spot, satellite and VOD television stations and systems ("TV"); (ii) on radio stations and systems ("Radio"); (iii) at internal or in-house meetings or presentations, or trade shows and/or conventions ("Industrial"); (iv) during the "on hold" portion of telephone calls placed by individuals to Licensee's internal corporate offices ("On Hold"); (v) in motion picture theaters, and to publicly perform the Composition (as embedded in the Commercial(s)) in motion picture theaters throughout that portion of the Territory comprised of the United States to the extent that such rights are held by Publisher ("Cinema"); (vi) by means of display located in retail establishments where the Product is sold ("In-Store"); (vii) on ScreenVision, DiamondVision, Jumbotron and comparable big screen television and/or video systems located in stadia and arenas ("Stadia"); (viii) in streaming format on Licensee's proprietary website(s) and/or websites approved by Licensee, ("the Website(s)"), provided that the Commercial (and the Composition) as embedded in the applicable web page of a Website cannot and shall not be offered or provided in or as a separate, downloadable, or alterable file ("Internet Streaming"); (ix) by means of an in-flight video presented on airline flights originating and terminating in the Territory only ("In Flight"); (x) to print and reprint (or cause to be printed and reprinted) the title and/or the lyric of the Composition in newspapers, magazines, posters, banners, hang tags, window displays, signage and other similar printed material used in connection with point-of-purchase materials for the purpose of advertising the Product, as more specifically set forth above, provided that Licensee shall obtain or secure (and maintain during the Term) all necessary and required licenses covering Licensee's use of all other intellectual property embodied in each use to which the title or lyrics are made ("Print").

(f) "Options", if any, shall be exercisable by written notice to Publisher not later than thirty (30) days prior to the applicable Option commencement date (unless otherwise specified above), which notice shall accompany payment in full for such Option. Written notice unaccompanied by such requisite payment shall not constitute an exercise of the applicable Option. Licensee will promptly furnish Publisher with written confirmation of the first air date of the Commercial during an Option Term.

(g) "Product" means Licensee's product or service as specified in this Agreement, which the Commercial

embodying the Composition is licensed hereunder to advertise or promote.

(h) The "Term" and "Territory" licensed hereunder are specified above, and refer to the time period and geographic area licensed hereunder, respectively. Licensee will promptly furnish Publisher with written confirmation of the first air date of the Commercial(s) during the Term. If and as applicable hereunder, the Term and/or Territory of this Agreement shall embody the initial Term / Territory, and any and all Options timely exercised and paid hereunder. Notwithstanding the foregoing, in the event that the Territory rights granted hereunder encompass a limited geographical area, and Internet Streaming is specifically granted above, it is hereby acknowledged that Licensee may be unable to limit such Internet exhibition to the Territory, but Licensee shall use reasonable commercial efforts to ensure that exhibition is within the Territory.

(i) "Use / Timing" means the number and length of the Commercial(s) licensed hereunder, and other applicable details relating thereto.

2. Synchronization Rights. In consideration of the non-refundable sum(s) set forth in this Agreement, to be paid upon the execution and delivery hereof and/or upon exercise of the specified option hereunder, Publisher hereby grants Licensee the non-exclusive right (except as may be modified above) to record the Composition in synchronism or in timed-relation with the Commercial, but not otherwise, and to make copies of such recordings in the form necessary for the exhibition, transmission or distribution of the Commercial as herein provided for, strictly in accordance with the terms, conditions and limitations set forth in this Agreement.

3. Commercial In Its Entirety / Manipulating the Composition. Licensee shall not be permitted to use the Composition in whole or in part in any device or manner which does not embody the Commercial substantially in its entirety or which is programmed in such a manner as to permit the viewer to manipulate, modify or otherwise alter the images and/or audio program material in a non-linear (i.e., nonsequential) progression. For the purposes hereof, the ability of a viewer to stop/start/pause/rewind/fast forward the Commercial, or the inclusion of chapter stops or other addressable locator codes on the applicable transmission device shall not be deemed to constitute non-linear manipulation. In no event shall the Composition be featured separately from the Commercial, or in any manner other than as originally embodied in the Commercial (i.e., manner, placement, use), or be offered or provided in or as a non-linear, separate, downloadable, or alterable file, unless otherwise specifically agreed in writing.

4. Performance. No right of public performance is granted under this Agreement, such right being licensed by the U.S. performance society listed above, or such other performing rights society representing Publisher in the Territory. On any notification that is required by stations over which a Commercial is broadcast/exhibited, Licensee shall indicate that Publisher is the proprietor of the copyright in the Composition and that only said writers indicated above are to receive writer credit therefor. Upon Publisher's request, Licensee shall furnish Publisher with detailed reports of all uses of the Composition pursuant to this Agreement including, without limitation, Station(s) (defined below), dates, times, type of usage (i.e., original/vocal, instrumental, parody). If Product tags or other musical compositions are featured in the Commercial pursuant to such specific grant of rights hereunder, if any, Publisher shall remain entitled to its pro-rata share of the public performance royalties payable for the entire Commercial. Upon Publisher's request, Licensee shall furnish Publisher with one (1) digital audio/visual copy of the Commercial(s) (via MP3 or otherwise), or a link to access such copy and each Version produced hereunder.

(a) Licensee agrees to cooperate fully with performing rights societies and Publisher in promptly providing a "media buy" schedule or such other information as may be needed to collect performance fees on the broadcasts of the Commercial. Licensee further acknowledges and agrees that should Licensee default in the foregoing reporting of information and such default results in the non-receipt of public performance revenues which would have been paid by the applicable performance society(ies) hereunder, then Licensee shall be liable to Publisher and writer(s) for all performance royalties which would otherwise have been so paid.

(b) Exhibition or broadcast of a Commercial by stations and systems ("Stations") not licensed by the applicable performance society(ies) hereunder, is subject to clearance of the performing right either from Publisher or such society(ies) or from any other licensor acting for or on behalf of Publisher. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees. In no event shall the negotiations exceed ninety (90) days from the date the Stations advise Licensee, Publisher or the applicable performing rights society(ies) that the Stations do not have a performance license.

(c) Unless otherwise expressly licensed hereunder, this Agreement does not include a grant by Publisher to Licensee of the right to use or reprint the title and/or lyric(s) of the Composition in connection with the Product, a Commercial or otherwise.

(d) Irrespective of any of the foregoing, if and as applicable, it is understood that clearance by performance rights societies in such portion of the Territory as is outside of the United States will be in accordance

with their customary practices and the payment of their customary fees.

5. Licensing Fees. Fees hereunder shall be calculated and paid in United States Dollars, and shall be sent to EMI Entertainment World, Inc., Attention: Music Licensing, MSC 410820, PO BOX 415000, Nashville, TN 37241-0820, by executing a paper check through a United States bank made payable to EMI Entertainment World, Inc., or, alternatively, by method of telegraphic bank wire transfer as follows: Regions Bank, Birmingham AL, International Wire SWIFT (or BIC) Code: UPNBUS44, Domestic Wire Routing Number: 062005690, Account Name: EMI Entertainment World, Account Number: 0169575436. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Payments due hereunder are payable upon the earlier of: (a) execution hereof (or timely exercise of the applicable Option, if any), or (b) upon the initial air date of the Commercial.

6. Favored Nations. If applicable, as may be specifically set forth above, during the Term of this Agreement, if Licensee shall pay to a music publisher and/or an entity that owns/controls the master recording of the Composition (or other musical composition, if applicable) licensed for use in the Commercial(s) a proportionate fee in excess of the fees set out herein, or shall license on terms more favorable than those set forth herein, for use of the Composition as set forth herein, Licensee shall pay to Publisher a corresponding amount equal to the proportionate difference between the fee set out herein and the fee paid to said publisher or entity and this Agreement shall be deemed to contain such more favorable term or condition retroactive to the date of this Agreement. Favored nations provisions, if any, shall be abbreviated above, in accordance with the provisions of this paragraph, as follows: with "co-publishers" (i.e., use of the Composition is MFN with co-publishers of the Composition), with "master" (i.e., use of the Composition is MFN with the master of the Composition).

7. Arrangements. Any arrangement(s) (or changed or parody lyrics if and as applicable as must be specified and approved above) which Licensee shall cause to be made of the Composition shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement (and / or changed or parody lyrics) shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement (and or modified or parody lyrics) to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger (and or lyricist) shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of the Composition or from Publisher or from any performing rights society. Publisher shall have the unrestricted right to exhibit the Commercial(s) for internal creative purposes, and at internal and industry meetings. In the event that any union or other fees shall become due and payable to a third party as a result of Publisher's use in accordance with this paragraph 7, as between Licensee and Publisher, such fees shall be solely Publisher's responsibility.

8. Restrictions / Reservation of Rights. This Agreement does not authorize or permit any use of the Composition not expressly set forth herein and does not include the following rights unless otherwise expressly set forth herein: to alter the fundamental character of the music or the lyrics of the Composition; to parody the music and/or create parody lyrics of the Composition and/or to make foreign adaptations and/or translations of the music and/or lyrics of the Composition unless and until such changed or parody lyrics and/or translation shall have been approved in writing by Publisher prior to use in a Commercial; to use the story of the Composition or dramatically depict the Composition; to use a particular master recording or soundalike recording and/or any audiovisual master of the Composition not owned or separately licensed by Licensee, such rights to be licensed separately from the applicable copyright owner thereof, it being specifically understood and agreed that Publisher makes no representation and warranty as to the use of any master recording or soundalike recording of the Composition (i.e., the music track and/or vocal used in the Commercial(s) shall not feature performances in a style or manner similar to that of any recording artist or group of artists who have made a distinctive recording of the Composition or be recorded or presented in any manner which might lead the general public to believe that any such individual or group were performing the Composition or endorsing the Product); to use or reproduce any visual image of any motion picture, television series, or other production in which the Composition was used as a soundtrack composition, nor are any rights granted to create any pastiche or audiovisual images substantially similar to such production or which portrays any of the principal characters or key locations of that production and Licensee shall indemnify Publisher against any and all damages and costs resulting from Licensee's failure to obtain any necessary third party rights; to use the Composition in any manner not specifically enumerated herein or with respect to which no grant of rights is specified. Use of the Composition on any service, program, platform, medium, or storage device, or promotional use not specifically enumerated herein, shall require Publisher's prior written consent. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder, except as shall be expressly specified to the contrary, are granted on a non-exclusive basis. No right whatsoever is being granted hereunder to use or authorize other persons to use the name (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding (any of) the writer(s) of the Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of the Product or in

any press release or public disclosure related to the Product(s).

9. Warranties, Representations and Indemnity.

(a) Publisher warrants that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Subject to Licensee's full compliance with all of the material terms and conditions contained in this Agreement, Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Licensee Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by Licensee Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Licensee Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for the Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; that it has the legal right, power and authority to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations does not and shall not infringe upon the rights of any person whatsoever. Licensee agrees to indemnify and hold harmless Publisher and its respective officers, directors, and employees (hereinafter, the "Publisher Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by Publisher Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by Publisher Indemnitees, by reason of any breach by Licensee of any of its warranties or representations hereunder. Licensee's representations, warranties and indemnifications shall apply throughout the Term and shall survive the expiration of the Term hereof.

10. Cure. Without limiting or affecting the rights or remedies which Publisher may have under this Agreement at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that in the event of a default or breach on the part of Licensee, Publisher will notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days (except five (5) business days if with respect to payment of any monies whatsoever) from receipt of such notice in which to cure such default or breach after which time this Agreement and all of Licensee's rights and remedies hereunder shall automatically terminate. In the event of an automatic termination under this paragraph and without prejudice to any other rights and remedies, Publisher shall have the rights and remedies for copyright infringement, including injunctive relief. The termination of this Agreement pursuant to this paragraph shall render the further exhibition of a Commercial actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

11. Termination. Upon termination of this Agreement, Licensee shall not make or permit any use of the Commercial(s), except as may be required by Licensee for creative reference use.

12. Assignment. Publisher may assign this Agreement and any of its rights hereunder to any third party. Licensee may not assign this Agreement, or any of its rights hereunder, without the prior written consent of Publisher.

13. Governing Law. This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering it or mailing it by registered or certified mail, directed to the address specified in this Agreement. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

14. Notice. All notices hereunder required to be given to either party shall be sent to such party at the address

set forth above or to such other address as such party may hereafter designate by notice in writing to the other party. Notice sent to Publisher shall be sent to the attention of the Executive Vice President, Commercial Music Group.

15. No Partnership. Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are with respect to each other independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any third party as having authority.

16. Bankruptcy. In the event of non-payment of any fees due hereunder, in the event of Licensee's dissolution or the liquidation of its assets, or the filing of a petition in bankruptcy or insolvency, or for an arrangement or reorganization, by, for, or against Licensee or the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment, or if Licensee makes an assignment for the benefit of creditors or commits any act for or in bankruptcy or becomes insolvent, then at any time after the occurrence of any such event, in addition to any other remedies under this Agreement or otherwise, Publisher shall have the right to terminate the Term of this Agreement by written notice to Licensee which termination shall be effective upon Licensee's receipt of such notice of termination.

17. Entire Agreement. This Agreement sets forth the entire understanding between the parties to this Agreement relating to the subject matter of this Agreement and cannot be modified or terminated except by an instrument signed by an officer of Publisher and Licensee. All prior and contemporaneous conversations, negotiations, agreements and alleged agreements, representations, covenants and warranties concerning the subject matter of this Agreement are merged herein. This is a fully integrated agreement. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative, and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party, whether expressed herein or otherwise. Licensee shall comply with all applicable laws and limitations regarding the subject matter hereof, including but not limited to copyright laws, throughout the Territory. Licensee shall not take any action nor make any application intended to claim any proprietary or other right in/to any part of the Composition, including, without limitation, any rights arising under trademark law or The Lanham Act. The rights granted herein shall be subject to any applicable rules and regulations of any local rights, collection or other society to whom Publisher has granted or may grant rights in or with respect to the Composition affected by this Agreement anywhere in the Territory. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement. This Agreement shall not become effective until executed by all proposed parties hereto and the Fee has been paid. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement.

-END STANDARD TERMS AND CONDITIONS-