

L I C E N S E

_____ ("composer") does hereby grant to the Composer's Society of Montgomery County, Inc. ("CSMC") an irrevocable but conditional, restricted and nonexclusive license to use in the manner specified herein the composer's musical composition entitled _____ ("the composition") that the composer voluntarily submitted to CSMC in connection with the CSMC concert, project or activity, known as _____, occurring on or about _____.

CSMC acknowledges the composer's copyright in and sole ownership of the composition. CSMC further acknowledges that CSMC shall have no right to use, exploit or commercialize, or allow others to use, exploit or commercialize the composition beyond the rights granted herein.

CSMC is hereby irrevocably granted the rights to use the composition in whole or in part, subject to the conditions set forth below (place initials beside each right to be granted):

- _____ to create a performance of the composition utilizing musicians of CSMC's choosing
- _____ to present the performance to the public in a CSMC concert
- _____ to use short excerpts from the composition for advertising, publicity or promotional purposes
- _____ to distribute and deal in reproductions of the performance (e.g., concert CD)
- _____ to distribute and deal in reproductions of the score
- _____ to present the performance to the public in recordings, television programming, film, theater, Internet distribution, and in all other media throughout the world
- _____ to create additional performances of the composition for any of the aforementioned purposes

The rights granted herein are conditioned on the following:

_____ The aforementioned rights are granted only if CSMC actually includes the composition in the program for the concert, project or activity specified above (place initials if wish to restrict).

- Other conditions:
1. CSMC shall use best efforts to ensure the composer is credited (composer name, contact information, and copyright notice) on all uses to the extent practicable.
 2. If the composer objects to the quality of the performance, CSMC shall not include the performance in CSMC recordings or otherwise use, exploit or commercialize the performance until the matter is decided by a majority vote of the CSMC membership at regularly scheduled meeting at which a quorum is present, or by such other decisionmaking provision as may be contained in the CSMC bylaws.

Composer Warranty of Originality - The composer hereby warrants that, to the best of the composer's knowledge and belief, the composition is an original work and presents no copyright infringement issues (disclose any collaborators here _____).

Revenue - The composer acknowledges that the rights granted above might generate revenue for CSMC - not the composer - from, among other things, charging admission to concerts, dealing in reproductions of the score or performance, incorporating the composition into compilation CD's, television, film, theater or other works, and distributing performances through paid music subscription services on the Internet.

Nonexclusive License - This license is nonexclusive. Nothing herein prevents the composer from undertaking or licensing others to make use of the composition. CSMC hereby licenses composer to use any performance of the composition created by CSMC, but only if the musicians engaged by CSMC have assigned all rights to the performance to CSMC.

The term of this license shall be perpetual (subject to statutory limits). This license may not be assigned or transferred.

Signed this _____ day of _____, 20____, by

COMPOSER: _____ Print Name _____