

## Public Performance License Agreement

This agreement ("Agreement") is made between the purchaser (Licensee) \_\_\_\_\_ and Digital Sound Media (Stockmusic.net), a division of REM Publishing Ltd. per Dan Schmidt, on the date of \_\_\_\_\_ set forth below, collectively ("the Parties").

**GENERAL TERMS:** The "public performance license" allows use of the Represented Tracks (below) for on hold/ background music, music in an office, restaurant, retail environments, institutions or other public places. This option is available at checkout when you purchase music from the "on hold" or "retail/ restaurant" sections of the Stockmusic.net website. Stockmusic.net and all related music and sounds are owned by Digital Sound Media, a division of REM Publishing Inc. This license is between Digital Sound Media and the purchaser. The rights granted include:

### 1. On Hold Music

The right to play the Represented Tracks for the purpose of entertaining listeners placed "on hold" through telephone systems, or other communication devices used for the purpose of facilitating audio conversations. The music may be combined with voiceover or other audio elements as needed.

### 2. Public Performance

The right to use the music for ambience or background music in a public place. Public places may include a bars, restaurants, retail locations, public institutions, arenas, theatres, tradeshow, or other public places where music is required.

### GUARANTEE:

Stockmusic.net guarantees that it owns and controls the rights represented herein with respect to the recordings and the musical compositions in each of the Represented Tracks and has and will hold throughout the Territory and during the Term the above listed rights to exploit the Represented Tracks as contemplated herein. Licensor shall indemnify and hold Licensee harmless from any and all claims, liabilities and costs, losses, damages or expenses (including reasonable attorney's fees) arising out of any breach or failure of any covenants or warranties made by Licensor herein.

### YOU THE PURCHASER MAY:

1. Use the Represented Tracks without restriction for the lifetime of the purchaser
2. Use the Represented Tracks within as many different public performance applications as required

## **LIMITATIONS**

The Represented Tracks may not be resold as part of other music or audio-related collections, in part or in whole. They may not be used or resold as a commodity except as part of a media production that is clearly unique and distinct from the track itself. Tracks may not be copied or duplicated except for use in the licensee's productions and must only be used by the person to whom the license was given. Tracks may not be traded or exploited for profit or any other reason. Stockmusic.net/ Digital Sound Media maintains all intellectual property rights with regard to the marketing and sales of all tracks and any infringement thereof is punishable by law.

## **YOU THE PURCHASER MAY NOT:**

1. Re-record or change the music in any way without the written consent of the owners. (You may, however, edit the music to fit your needs.)
2. Claim ownership or authorship of the music represented under this agreement.
3. Transfer, share or sub-lease this license agreement with any other party. Every business location or separate business entity must purchase a separate license.
4. Sell the music contained herein outright to any other individual or party (although the music can be sold as part of your production, which is a clear and distinct product from the music itself.)

This is a legal agreement between you, the end user, and Stockmusic.net/ Digital Sound Media, a division of REM Publishing Ltd.

## **TERM**

For the lifetime of the purchaser.

## **TERRITORY**

The world.

## **REPRESENTED TRACKS:**

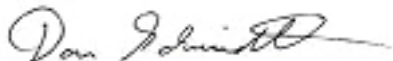
(list below)

**AGREED AND ACCEPTED:**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

By: Dan Schmidt .



Title: President, Stockmusic.net/ Digital Sound Media, a division of REM Publishing Ltd

Dated: \_\_\_\_\_

SM:

Address:

Stockmusic.net

PO Box 89

Station Caledon East

Caledon, Ontario

Canada L7C 3L8

Tel No: 1-866-HIPTUNES

Fax No: 416-849-0482

Email Address: [contact@stockmusic.net](mailto:contact@stockmusic.net)

URL: [www.stockmusic.net](http://www.stockmusic.net)