

# emPower Music Rights Licensing Agreement

## Unity of Springfield, IL #USPIL5010-16

This Music License Agreement (the "Agreement") is between emPower Music and Arts ("emPower") and the church, religious or other organization written above ("Licensee").

emPower is the owner of certain licensing rights for Compositions including those listed online at [www.empowerma.com/musicrights/publisher/catalogs](http://www.empowerma.com/musicrights/publisher/catalogs) (the "Compositions").

Licensee desires to license the Compositions for certain specified uses in live church services and for CD and/or cassette recordings, pod-casts and live streamed versions of such church services, and for other events and purposes as specified herein.

The parties agree as follows:

### Grant

emPower grants to Licensee the following nonexclusive rights:

1. The right to play CDs and recordings of Compositions in church services and in locations such as church lobbies, bookstores, meeting rooms, concerts, social events, gatherings, seminars, conferences, and classes, and other areas used by Licensees.
2. The right to print words and/or music to the Compositions in programs, bulletins, and songsheets which will be distributed to congregants for use in church services.
3. The right to project the words and/or music to the Compositions onscreen at church services or other events via PowerPoint, or other similar media, for use in congregational singing.
4. The right to record and copy the Compositions as part of live recordings of church services and to sell CDs, cassette tapes or other media of such recordings as a service to congregation and organization members, event attendees and other parties associated with Licensee, so long as the recordings are not sold for more than \$5.00 (five dollars) per recording, and so long as recordings are not made or sold for mass distribution.
5. The right to record and copy the Compositions for rehearsal purposes, so long as recordings are returned to Licensee, erased, deleted or otherwise destroyed after use.
6. The right to record and transmit the Compositions as part of pod-casts of church services.
7. **The right to record and synchronize the Compositions as part of live-streamed versions of church services, and to archive video and audio versions of church services on organization's website or YouTube channels.**

### Modifications to Composition

Licensee shall not make any change to the original lyrics without written permission from the Publisher. This applies only to duplication of the Compositions. Duplication includes projection, recording and live-streaming.

### Territory

The rights granted in this Agreement are for the following: The United States and Canada (the "Territory").

### **License Payments**

As payment for the rights granted herein, Licensee shall pay emPower an annual fee upon acceptance of this agreement, per the "Licensee Pricing" table at emPowerMA.com.

### **Statements**

Licensee shall furnish to emPower an accurate statement of use of the Compositions within fourteen (14) days after the end of each calendar quarter. emPower shall furnish Licensee with appropriate forms to facilitate this process.

### **Warranty**

emPower warrants that it has the power and authority to grant the rights in this Agreement.

### **Credits**

**Publishers of the Compositions shall be acknowledged in all uses of Compositions where appropriate and where credits are given in essentially the following form: "Words and Music by \_\_\_\_\_, Copyright Owner / Publisher \_\_\_\_\_ . And the verbiage, "Used by permission: EmPower Music Rights License # \_\_\_\_\_."**

### **Term**

The term of this Agreement is for the term one (1) year from the date of this agreement.

### **Termination and Breach**

In the event that Licensee breaches this Agreement and fails to cure such breach within thirty (30) days after notice by emPower to Licensee, this license will automatically terminate and all rights granted under this Agreement shall revert to emPower.

### **Miscellaneous**

This Agreement may not be amended except in a writing signed by both parties. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior representations and understandings.

v. 01232009

Acknowledgement: I Agree