



POWERHOUSE MEDIA ENTERPRISES LICENSE AGREEMENT

This License Agreement is made this _____ day of _____, 20____ by and between Power House Media Enterprises (“PHME”) and _____ (“Client”) with the following facts in mind:

A PHME is actively engaged in the business of licensing written material for use in all forms of media, including motion pictures, broadcast television and cable.

B Client owns and/or controls the rights to license either single scripts or multiple scripts (“Client’s Catalogue”) of written material as follows:

(a) “Written Material” means script or scripts entitled:

.....

(b) Ownership percentage of material and Copyright Society:

.....

C Client desires to appoint PHME as its non-exclusive agent to secure licenses for use of Client’s written material in all media.

1. Client hereby appoints PHME as Client’s non-exclusive worldwide agent to license Client’s written material and/or catalogue in all media. PHME is specifically authorized to make all, or such portion as PHME may in its absolute discretion decide, of Client’s Single script and/or catalogue available for licensing on PHME’S web-site.
2. Within 30 days of the execution of this License Agreement, Client shall make Client’s Written Material and/or catalogue available to PHME for PHME’s review. PHME shall thereafter review Clients Written Material and/or catalogue and determine in PHME’s sole discretion the identity of the written material that PHME shall attempt to license. During the term of this agreement Client may submit additional written material for consideration by PHME for licensing pursuant to this agreement.

3. The licenses granted by PHME pursuant to the authority of this License Agreement may be in perpetuity for life of any applicable copyrights and worldwide or for such lesser term or territory as PHME in its sole discretion shall decide. PHME will not grant an exclusive license in any written material from Client's Written Material and/or catalogue unless it has received Client's prior authorization to do so.
4. The fee to be charged (the "License Fee") for the license of the written material and/or catalogue shall be set by PHME in its sole discretion.
5. Client shall be entitled to 60% (Sixty Percent) of all net License Fees received and collected by PHME as a result of the Licensing by PHME of Client's Written Material and/or catalogue. PHME shall account to and pay Client the portion of the License Fees due Client hereunder on a semi-annual basis on or before September 30 of each year for the prior six month period ending June 30 and on or before March 31 of each year for the prior six month period ending December 31 based on collections. No accounting is required for any period in which no payment is due Client.
6. Client represents and warrants that it has full authority to enter into this License Agreement and grant PHME the rights to license granted herein. Client hereby agrees to indemnify, hold harmless and defend PHME, its agents, officers and employees, against any and all claims or suits arising from, or alleging, a breach by Client of any of the representations, warranties or covenants made by Client herein. PHME will promptly notify Client of any such claim or suit and, in addition to any other remedies available to PHME under the terms of this License Agreement or the law, PHME may withhold all or any portion of the License Fees otherwise due to Client hereunder until such claim or suit has been fully resolved.
7. In the event that any other producer, writer or talent has participated in the production of, or contribution to, the Written Material, the Client shall identify all such persons and secure their consent and approval of Writers grants of rights to PHME, by having all such person(s) execute the License Agreement, including song percentage splits where relevant. The Client warrants that if applicable, a copy of all relevant producer agreements, sideman, co-writer and/or publisher/label agreements must be disclosed and shall be sent by facsimile accompanying the return of this license agreement.
8. This License Agreement may be terminated by either party upon 30 days written notice. All licenses issued by PHME prior to the effective date of the termination of this License Agreement shall be valid and binding on Client.

9. This License Agreement shall be governed by the Laws of the State of Georgia. Any disputes hereunder shall be submitted to arbitration before the American Arbitration Association in Atlanta, Georgia, to be heard by one arbitrator who is familiar with the music business. The prevailing party in any such dispute shall be entitled to recovery of its reasonable attorney fees and costs incurred in addition to any other relief granted. Judgment on any arbitration award may be entered in any State or Federal Court in the County of Atlanta, State of Georgia.

10. Notices hereunder shall be in writing and sent by facsimile and overnight delivery service to the addresses provided below. Notices shall be deemed received the next business day after having been sent in accordance with this paragraph. Notices should be sent as follows:

If to PHME:

Power House Media Enterprises
3799 N Camp Creek Pkwy SW
Atlanta, Georgia 30331
Fax: 888-606-7463

If to Client:

Fax: _____

11. This License Agreement may be executed in counterparts. Facsimile signatures shall be treated as originals.

Agreed and accepted.

Power House Media Enterprises

By: _____
CEO

Dated: _____

Client

By: _____
Title: _____

Dated: _____