



City, State, Zip









FULL COMMERCIAL RIGHTS MASTER AGREEMENT

Licensee:	Composition:
<mark>Name</mark>	
<mark>Address</mark>	

This license agreement (the "License") is made by and between LEAD ALLIANCE, LI	LC,
(hereinafter "Publisher") and (hereinafter "Licensee"),	for
the exclusive, non-transferable right to use the musical composition known	as
(the "Composition") for all commercial recording, performi	ng,
broadcasting and distribution purposes.	

- 1. RIGHTS GRANTED: This License permits the non-exclusive, worldwide and lifetime use of the Composition or any portion thereof in particular recordings made in connection with the Composition, including the exclusive right to perform, broadcast and distribute any derivative thereof. This License is non-assignable and any attempt to reproduce, share or re-sell the Composition itself is strictly prohibited. Publisher reserves and retains all rights and privileges not expressly granted to Licensee hereunder including, but not limited to, 100% use of the Copyright of the Composition. Upon accepting the Composition from Publisher, Licensee agrees to be bound by the terms of this License.
- **2. FEES:** This license is granted for and in consideration of the sum of valuable consideration, receipt of which is hereby acknowledged.
- **3. WARRANTIES:** Unless otherwise agreed in writing, Publisher offers the Composition as-is and makes no representations or warranties of any kind concerning the work, including, without limitation, warranties of title, merchantability, fitness for a particular purpose, non-infringement, or the absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not discoverable.
- **4. SALES & ROYALTIES:** Publisher and Writer shall share in the sales, royalties and copyright interests for the distribution, broadcast, performance and exploitation of any derivative of the Composition as follows:

25% - Lead Alliance, LLC / ASCAP # 581.59.84.07 **Publishing Shares:** 25% - Licensee 25% -**Writing Shares:** ASCAP/BMI # 25% - Licensee Licensee hereby grants to Publisher the worldwide right to include any derivative work resulting from Licensee's use of the Composition in any compilation album released by Publisher at Publisher's sole discretion. If Licensee's derivative work is used by Publisher on any such compilation album. Licensee will be paid a royalty of fifty percent (50%) of net profit from his pro-rata contribution to the compilation. 5. LIMITATION ON LIABILITY: Except to the extent required by applicable law, in no event will Publisher be liable to Licensee on any legal theory for any damages arising out of this License or the use of the Composition, even if Publisher has been advised of the possibility of such damages. 6. TERM AND TERMINATION: This License and the rights granted hereunder shall commence on the date hereof and shall continue for the lifetime of Licensee unless otherwise terminated by the provisions herein and shall automatically terminate upon any breach by Licensee of the terms of this License. For Company: Mike Downey, CEO

3% net sales revenue to Publisher; 97% to Licensee

Sales Shares:

Licensee