

SAIL
(Simple Agreement for Instant License)

This Sail Agreement (“Agreement”) is entered into as of the Effective Date below by and between the undersigned rights holder (“Licensor”) and producer, filmmaker, creator, agency, brand, marketing team, or production entity (“Producer”).

The Sail is designed to provide a simple, standardized framework for limited-scope synchronization and media usage of music across creative, promotional, editorial, branded, online, presentation, social media, and related projects. This Sail Agreement is based on the standard form made available at <https://musicatlas.com/documents>. The Licensor and Producer acknowledge that this version has not been materially modified except for project-specific information and agreed business terms.

1. PROJECT & LICENSE TERMS

Project Title: _____

Producer / Production Entity: _____

Music / Recording: _____

Artist / Rights Holder: _____

License Fee: _____

License Territory (worldwide if blank): _____

License Term (duration of copyright in licensed work if blank): _____

Permitted Paid Promotion Cap (aggregate media spend - optional): _____

Effective Date: _____

Rights Covered (check one):

- Both Master & Publishing Rights
- Sound Recording (Master) Only
- Musical Composition (Publishing) Only

Licensor represents and warrants that they have the full right, authority, and permission necessary to grant the rights selected above under this Agreement.

For clarity, the sound recording and musical composition are separate copyrighted works. Where both Master and Publishing Rights are selected above, this Agreement grants rights for both works under a single unified agreement.

If no License Territory is specified above, the permitted uses granted under this Agreement shall be worldwide. If no License Term is specified above, the rights granted under this Agreement shall continue for the duration of copyright in the licensed work solely for the permitted uses described herein.

2. LICENSE GRANT

Licensors grants Producer a limited, non-exclusive license to synchronize and use the above-referenced musical composition and/or sound recording (“Music”) within the Project identified above, solely as permitted under this Agreement.

Producer may permit its employees, contractors, production vendors, hosting providers, platform operators, distributors, and service providers to exercise such rights solely on Producer’s behalf and solely in connection with the permitted uses described herein.

No ownership rights are transferred under this Agreement.

Except as expressly set forth herein, no public performance rights are granted under this Agreement.

3. PERMITTED USES

Producer may:

- Synchronize the Music within the Project
- Reproduce, host, store, encode, transmit, and technically process the Music solely as incorporated within the Project through servers, cloud infrastructure, hosting providers, apps, websites, social media platforms, and related systems used by or on behalf of Producer in connection with the permitted uses described herein
- Exhibit, display, distribute, and promote the Project at festivals, screenings, showcases, competitions, conferences, trade events, industry events, websites, apps, Vimeo, YouTube, and social media platforms
- Use the Project for portfolio, promotional, educational, crowdfunding, pitch, presentation, internal business, editorial, and limited-distribution purposes
- Use the Project in private or non-broadcast commercial presentations, including investor presentations, sales presentations, internal communications, and client demonstrations
- Submit the Project to grants, labs, contests, and awards programs
- Share, publish, distribute, and promote the Project, including excerpts or clips of the Project, through websites, apps, social media platforms, and paid social media promotion of the Project itself, provided aggregate media spend associated with such promotion does not exceed the Permitted Paid Promotion Cap set forth above unless otherwise authorized in writing by Licensors
- Excluded Platforms (optional): _____

If no Permitted Paid Promotion Cap is specified above, no paid promotional amplification rights are granted under this Agreement.

For clarity, permitted uses may include limited online, social media, promotional, branded, editorial, presentation, portfolio, internal business, and non-broadcast commercial usage of the Project, including limited

paid promotion expressly permitted under this Agreement, provided such use does not constitute broadcast distribution, standalone commercialization of the Music, or material commercial media exploitation beyond the scope described herein.

4. RESTRICTIONS

Unless a separate written license is executed with Licensor, Producer may NOT:

- Publicly distribute, broadcast, sublicense, commercially distribute, or otherwise commercially exploit the Project beyond the permitted uses expressly granted under this Agreement
- Use the Music in paid advertising, media buying, or commercial promotional campaigns beyond the limited paid promotion expressly permitted under this Agreement
- Exploit the Music separately from the Project
- Distribute the Music separately from the Project as a phonorecord or standalone audio release in any format, including as a soundtrack album, streaming release, download, or other standalone music product
- Claim ownership of the Music or any associated rights

For clarity, this Agreement does not include rights for broader commercial exploitation of the Project or Music beyond the permitted uses described herein, including without limitation:

- Commercial streaming distribution
- Television or broadcast distribution
- Theatrical release
- Paid VOD or digital sales
- Studio, network, or distributor acquisition
- Paid advertising campaigns, media buying, or broader commercial promotional uses
- Brand-funded distribution
- Commercial licensing partnerships

5. OWNERSHIP

Licensor retains all right, title, and interest in and to the Music, including all copyrights and neighboring rights.

Producer retains ownership of the Project itself, excluding the Music.

6. CREDIT

Where reasonably possible, Producer agrees to provide substantially similar credit:

“[Song Title]” performed by [Artist Name]

or other customary industry credit.

7. LICENSE FEE

Producer agrees to pay Licensor the License Fee specified above.

Unless otherwise agreed in writing, the License Fee constitutes full compensation for the rights expressly granted under this Agreement.

8. DELIVERY

Unless otherwise agreed in writing, the parties agree to cooperate in good faith regarding delivery of the audio files associated with the Music and payment of the License Fee specified above within a reasonable timeframe.

9. REPRESENTATIONS

Licensor represents and warrants that they have the full right, authority, and permission necessary to grant the rights described in this Agreement for the Rights Covered selected above.

Producer represents that the Project will not contain unlawful, defamatory, hateful, or misleading use of the Music.

Producer acknowledges that use of the Music may require clearance of both sound recording and musical composition rights unless expressly covered under this Agreement.

Nothing in this Agreement shall require Producer to release, distribute, publicly exhibit, or otherwise use the Project. Producer's payment obligations under this Agreement shall remain due regardless of whether the Project is completed, released, or publicly exploited.

10. TERMINATION

If Producer materially breaches this Agreement, Licensor may terminate the license upon written notice.

Termination of this Agreement shall not entitle Licensor to seek injunctive relief, removal, takedown, or restraint of distribution of the Project, and Licensor's remedies shall be limited to monetary damages and other remedies available at law.

Sections relating to ownership, restrictions, fees owed, remedies, and commercial distribution obligations shall survive termination.

11. ENTIRE AGREEMENT

This Agreement constitutes the complete understanding between the parties regarding the Music and Project identified above and supersedes prior discussions relating thereto.

Any modifications must be in writing and signed by both parties.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of law principles.

13. MISCELLANEOUS

If any provision of this Agreement is determined to be unenforceable, the remaining provisions shall remain in full force and effect.

Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other rights under this Agreement.

Section headings are included for convenience only and shall not affect interpretation of this Agreement.

14. ELECTRONIC SIGNATURES

Electronic signatures, scanned signatures, PDF counterparts, and signatures executed through electronic signature platforms shall be deemed original signatures and fully enforceable.

SIGNATURES

LICENSOR

Name: _____

Company/Label (if applicable): _____

Signature: _____

Date: _____

PRODUCER

Name: _____

Production Entity (if applicable): _____

Signature: _____

Date: _____