

EmberVox Music License Agreement

This Music License Agreement (the "Agreement") is entered into by and between:

- **Licensors:** EmberVox [Your Full Name or Legal Entity], located at [Your Address], (hereinafter referred to as the "Licensors"), owner of the copyright in the musical works listed in Schedule A (the "Works").
- **Licensee:** [Haunted House/Attraction Name], located at [Their Address], (hereinafter referred to as the "Licensee").

Recitals:

WHEREAS, the Licensors has created and owns the Works, which are original musical compositions suitable for use in haunted house attractions, events, and promotional materials;

WHEREAS, the Licensee desires to obtain a non-exclusive, royalty-free license to use the Works in connection with its haunted house operations;

WHEREAS, the Licensors is willing to grant such license under the terms and conditions set forth herein, including a requirement for attribution to promote the Licensors's work; NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:**1. Grant of License** The Licensors hereby grants to the Licensee a non-exclusive, worldwide, perpetual, irrevocable, royalty-free license to:

- a. Reproduce, perform, publicly display, and synchronize the Works (in whole or in substantial part) in the Licensee's haunted house attractions, including but not limited to queue lines, scare zones, themed rooms, live events, and on-site audio systems;
- b. Use the Works in the Licensee's promotional materials, such as trailers, social media videos, website content, and marketing flyers, provided such use is directly related to the haunted house attraction;
- c. Distribute physical or digital copies of the Works to visitors (e.g., via handouts or QR code flyers) solely for personal, non-commercial listening, as long as such distribution includes the required attribution under Section 3. This license does not include the right to:
 - (i) sublicense or transfer the Works to third parties without the Licensors's prior written consent;
 - (ii) use the Works in any derivative works, remixes, or alterations (e.g., editing, sampling, or adding vocals) without additional permission;
 - or (iii) use the Works outside of the haunted house context, such as in unrelated commercial products or broadcasts.

2. Compensation In exchange for this license, the Licensee agrees to provide attribution to the Licensors as set forth in Section 3. No monetary payment or royalties shall be required, provided the Licensee complies with all terms of this Agreement. This royalty-free structure is intended to facilitate creative use while ensuring proper credit.**3. Attribution**

Requirements The Licensee shall provide clear and conspicuous attribution to the Licensors for each use of the Works, using the following format (or substantially similar): "Music: '[Track Title]' by EmberVox (embervox.com). Licensed under a Custom Royalty-Free Attribution License. Scan QR code for more: [Insert QR Code Linking to Licensors's Spotify/YouTube Playlist]." Attribution must appear:

a. In all on-site displays, signage, programs, or handouts where the Works are played (e.g., queue posters or exit flyers);

b. In at least one promotional post or video per season on the Licensee's social media channels (e.g., "
@EmberVoxMusic
haunting [Attraction Name] this Halloween!");

c. In any metadata or credits for digital uses (e.g., video descriptions on YouTube or TikTok). The Licensors will provide a customizable QR code flyer template for the Licensee's use in distributing attribution to visitors. Failure to provide attribution constitutes a material breach of this Agreement.

4. Representations and Warranties a. The Licensors represents and warrants that it owns or controls all rights necessary to grant this license and that the Works do not infringe any third-party rights.

b. The Licensee represents and warrants that it will use the Works only in accordance with this Agreement and applicable laws, and that such use will not violate any third-party rights.

c. Both parties agree to indemnify and hold harmless the other from any claims arising from their breach of these warranties.

5. Term and Termination This Agreement shall commence on the date first written above and continue perpetually unless terminated. The Licensors may terminate this Agreement immediately upon written notice if the Licensee breaches any term (e.g., failure to attribute or unauthorized use). Upon termination, the Licensee shall cease all use of the Works within 30 days and destroy any copies in its possession. Termination shall not affect accrued obligations, such as ongoing attribution requirements for distributed materials.

6. Governing Law and Dispute Resolution This Agreement shall be governed by the laws of [Your State/Country, e.g., the State of [State], United States], without regard to conflict of laws principles. Any disputes arising hereunder shall be resolved exclusively in the courts located in [Your City/County], and the parties consent to such jurisdiction.

7. Miscellaneous a. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.

b. No amendment shall be effective unless in writing and signed by both parties.

c. If any provision is held invalid, the remainder shall continue in full force.

d. The Licensee may not assign this Agreement without the Licensors's consent.

e. Notices shall be sent via email to: Licensors at [Your Email]; Licensee at [Their Email].

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above

written. **Licensor:** _____ Date: _____

[Your Name]

EmberVox **Licensee:** _____ Date: _____

[Authorized Signatory Name]

[Haunted House/Attraction Name]