

# THE INTIMATE GUITAR SUITES MUSIC TRACK LICENSE AGREEMENT

## 1. TRACK LICENSING

The INTIMATE GUITAR SUITES Music Licensing Store allows you to purchase licenses to specific tracks for specific uses. When you select a track for purchase, you are agreeing, for each category that you select, to be bound by the exact parameters of use as outlined in the [Glossary](#) of terms. Expanding usage parameters will require a separate and individual contract which includes your desired features. (We are glad to work with you to develop a separate agreement that will better meet your needs better if you request it).

INTIMATE GUITAR SUITES may provide you the opportunity to download (through specials/promotionals, etc. or even as a standard feature of each product) an audio file of the Track for evaluation purposes only. In this case, INTIMATE GUITAR SUITES grants you a non-transferable, non-exclusive license to store, reproduce (including making a copy onto your computer's hard drive) and use the Track solely for evaluation purposes, to test the Track (including using the Track in animatic and video sequences) or for demonstration to your clients, but only when used in a non-commercial manner (*unless noted otherwise on the product page associated with the item*).

Outside of the conditions described above, rates and rights must be negotiated before use. All Tracks and all rights not expressly granted in writing remain the exclusive property of INTIMATE GUITAR SUITES and its affiliated artists.

Unless permitted in the License, you may not:

- Sublicense, re-license, rent or lease any Track
- Copy or publish any Track to a network or bulletin board
- Otherwise distribute or allow any Track to be distributed to or used by anyone other than the authorized users, without prior written consent from INTIMATE GUITAR SUITES
- Use any Track in a libelous, defamatory, fraudulent, infringing or otherwise illegal manner
- Use any Track to promote a business that sells or licenses Tracks, or otherwise competes with INTIMATE GUITAR SUITES in any manner
- Ship, transfer or export any of the Tracks into any country or use any of the Tracks in any manner prohibited by any export laws, restrictions or regulations.

## 2. CUE SHEETS

Cue sheets are an important and necessary step in the remuneration process for INTIMATE GUITAR SUITES and its artists. Before you release any production containing music licensed on this site, you are required to fill out and submit (or arrange to have us fill out and submit) a cue sheet identifying exactly how the music is being used. You can find an explanation for [why cue sheets matter](#) along with a [sample and blank copy](#) for you to use. Or you can fill out this [convenient online form](#).

## 3. ENFORCEMENT AND INDEMNIFICATION

INTIMATE GUITAR SUITES will pursue all necessary legal action and will seek all available financial compensation and damages (including statutory copyright damages up to \$150,000 per item) should INTIMATE GUITAR SUITES be notified or otherwise discover any infringement or wrongful use of any Track, information, or content available through this website – you must adhere to the specific parameters of the licensing options chosen.

You will indemnify INTIMATE GUITAR SUITES, its affiliates and licensors against any losses, expenses, costs or damages incurred by any or all of them as a result of your breach of these Terms or your

unauthorized use of the Tracks, content and related rights.

#### 4. LEGAL

##### Governing Law and Venue

These Terms will be interpreted, construed and governed by the laws of the state of Oregon, without reference to its laws relating to conflict of laws and not including the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Venue for all disputes arising under these Terms will lie exclusively in state or federal courts located in Portland, Oregon and each party agrees not to contest the personal jurisdiction or venue of these courts. Notwithstanding the foregoing, however, INTIMATE GUITAR SUITES will have the right to commence and prosecute any legal or equitable action or proceeding before any non-U.S. court of competent jurisdiction to obtain injunctive or other relief in the event that, in the opinion of INTIMATE GUITAR SUITES, such action is necessary or desirable. (include binding arbitration clause)

##### Waiver or Amendment

No action of INTIMATE GUITAR SUITES, other than an express written waiver or amendment, may be construed as a waiver or amendment of any of these Terms. Should any clause of these Terms be found unenforceable, wherever possible, this will not affect any other clause and each will remain in full force and effect.

We reserve the right, in our sole discretion, with immediate effectiveness, to change, modify, add, remove or otherwise alter these Terms at any time without notice. It is your responsibility to check these Terms periodically for any changes. Your continued use of our websites or services following the posting of any changes to these Terms constitutes your acceptance of such changes.

These Terms set out the entire agreement between INTIMATE GUITAR SUITES and you relating to your use of this website.

*Please download a copy of this  [download label="IGS Music Track License Agreement"]http://localhost:8888/wp-content/uploads/2013/03/IGS-Music-Track-License-Agreement.pdf[/download] for your records.*