



BLANKET LICENSE MUSIC USE AGREEMENT

This Term Music Use Agreement ("Agreement") is made and entered into this 20th day of September, 2019 by and between Associated Production Music LLC ("APM"), with its principal offices at 6255 Sunset Boulevard, Suite 900, Hollywood, CA 90028 and City of Santa Fe ("Company"), with its principal place of business at Purchasing Office P.O. Box 909, Santa Fe, NM 87504.

WHEREAS, APM is the owner and/or administrator of certain rights in and to certain musical compositions and master recordings; and

WHEREAS, Company desires to have the right to review, audition and Synchronize Music (as defined below) into certain Productions (as defined below) and to exploit such completed Productions that incorporate Music.

NOW, THEREFORE, for good and valuable consideration, APM and Company agree as follows:

1. LICENSE GRANT.

1.1 **Music Use and Synchronization of Music into Productions.** Upon the signing of this Agreement, and subject to the terms and conditions of this Agreement including the payment by Company of the license fees listed on Schedule "A", APM hereby grants to Company a non-exclusive right and license to Synchronize an unlimited amount of APM's music ("Music") into an unlimited number of Productions during the Synchronization Term, within the Synchronization Territory and the in-perpetuity right and license to distribute and to authorize others to distribute such Productions in the Distribution Territory as described on the attached Schedule A.

1.1.1 **Synchronization Term Limitations.** During the Synchronization Term only, Productions may be altered, edited, modified, re-compiled or combined with other segments, each of which becomes an individual Production. Any change to a Production after the Term other than minimal editing will require a renewal of this Agreement or another agreement with APM. This license does not convey any rights of public performance. Performance rights are administered for us by ASCAP, BMI, SESAC and their worldwide agents and affiliated societies.

2. DELIVERY OF LIBRARY SELECTIONS AND MUSIC.

3.1 The entire APM music library is available to Company at www.apmmusic.com. Additionally, the Omni Music Library will be on the APM website once APM has uploaded the Omni content onto the site. The Omni Music Library can also be accessed by Company on the Omni Music website at www.omnimusic.com through the end of 2019.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

3.1 A small percentage of Music represented by APM contains restrictions on its use. These are the Music in the Libraries of NFL Films, Discovery, Voyant and Major League Baseball. Company agrees that Music from these Libraries cannot be used in circumstances which may result in injury to the reputation of, or damage the goodwill of NFL Films, Inc., the National Football League, Discovery Communications Inc., any Major League Baseball entity and all affiliates of the companies mentioned. Without limiting the foregoing, Company warrants that in no event will Music from any of these Libraries or any part thereof be licensed for or otherwise be used in connection with, or in any way related to adult entertainment. Additionally, the NFL and MLB libraries cannot be used in association with a lottery, game of chance, or any other type of gambling or wagering activity. In the event of there being any doubt, Company must contact APM

for clarification. All decisions by APM regarding the appropriateness of the use of the Music from these Libraries in a Production shall be final.

4. INDEMNITY.

- 4.1 Mutual Indemnification. ~~APM and Company shall defend, indemnify and hold harmless the other party, including parent companies and each of their respective officers, directors, shareholders, employees, representatives, agents, successors, and assigns from and against all claims of third parties, and all associated losses, including, without limitation, reasonable attorney's fees and expenses, which arise in connection with any breach, infringement of any copyright or other rights as it relates to the Music that is not in accordance with this Agreement.~~



5. TERMINATION.

- 5.1 Grounds for Termination. This Agreement shall terminate and shall have no further force or effect as of the expiration date. Notwithstanding the foregoing, nothing set forth in this Agreement shall relieve either party hereto from liability, or otherwise limit the liability of either party hereto, for any willful breach of this Agreement to prior to the expiration date.

6. GENERAL PROVISIONS.

- 6.1 Retained Rights. No rights, other than those expressly set forth in this Agreement, are granted to either APM or Company during the Synchronization Term hereunder, and no additional rights shall be deemed granted to either APM or Company during the Synchronization Term by implication, estoppel or otherwise. All rights not expressly granted by either APM or Company hereunder are reserved.
- 6.2 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.
- 6.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written agreements or communications. This Agreement shall not be modified except by a written agreement signed by each of the parties.

The parties have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

Associated Production Music LLC

City of Santa Fe

By: Adam Taylor

By: See Attached

Name/Title: Adam Taylor, President

Name/Title: _____

Date: September 20, 2019

Date: _____

City of Santa Fe (Company) and Associated Production Music, LLC. (APM)

ADDENDUM

TERMINATION

This Agreement may be terminated by the Company and APM upon 60 days written notice to the APM if the contractor fails to perform its obligations under the contract, if the Governing Body does not appropriate sufficient funding, or by mutual agreement of the parties. The right to terminate may only be exercised from one year after the execution of this Agreement.

INDEMNIFICATION

APM shall indemnify, hold harmless and defend the Company from all losses, damages, claims or judgments, including payments of all outside attorneys' fees and costs on account of any third party suit, judgment, execution, claim, action or demand whatsoever arising from any claim by any third party that any recorded selection(s) of APM music provided to Company infringes any copyright, but only to the extent of the consideration paid by Company hereunder.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Company in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The Company and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Company for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Company, this Agreement shall terminate upon written notice being given by the Company to APM. The Company's decision as to whether sufficient appropriations are available shall be accepted by APM and shall be final.

RELEASE

With consideration of all obligations established in the Term Music Use Agreement herein, APM, upon acceptance of final payment of the amount due under this Agreement, releases the Company, its officers and employees, from all liabilities, claims and obligations

whatsoever arising from or under this Agreement. APM agrees not to purport to bind the Company to any obligation not assumed herein by the Company unless APM has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

APM shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. APM shall furnish the Company with proof of insurance of APM's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

Signature Lines required:

Company:


Jarel Lapan Hill, City Manager

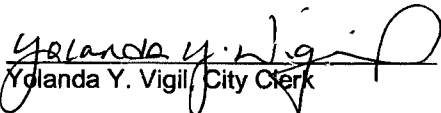

Date: 12/20/19

APM: Adam Taylor


Adam Taylor, President
Name & Title

Date: 11/06/19

Attest:


Yolanda Y. Vigil, City Clerk 

Approved as to form:


Erin K. McSherry, City Attorney 10/30/19

Approved:


Mary McCoy, Finance Director