



## TERMS AND CONDITIONS FOR EAR SHOCK MUSIC USAGE

This is Stock Production Music for your film and video productions. The fee paid for the music is the Synchronization Fee however you must complete Cue Sheets where applicable and credit the composer. Here is the Ear Shock music license agreement.

By using the CD you have purchased, you agree to the following:

1. You may use the music for any personal use, without additional fees.
2. You may use the music for any non-broadcast production (i.e., YouTube video, multimedia presentation, home video, editing, film, or any non-broadcast use) without additional fees.
3. You may use the music as background music for local or regional broadcast use such as in a radio spot, TV commercial, Internet site, P.A. system for retail store, without additional fees.
4. You may edit, re-format, or manipulate the audio to customize the music for your production.
5. This license agreement is effective for the lifetime of the copyright for this music and any additional extensions of copyright, which may be applied.
6. The music license granted herein is an agreement between you and Michael Hayes doing business as Ear Shock Music and is NOT TRANSFERABLE to any third party.
7. You may NOT INCLUDE the music or any part thereof in a collection on CD or on any format whatsoever intended to re-sell as a Stock Music Library or Sample Library.
8. You may NOT RE-SELL the music as a music collection, stock music collection, royalty free music collection, or any form of re-sale. You CANNOT re-sell this CD on EBay, any auction sites, or any used CD reseller businesses.
9. You may NOT USE the music for NATIONAL advertising without first obtaining further licensing and additional fees.
10. You may be able to include the music in videotape, DVD, film, or any format of a production that is intended as a product "for sale." (For example: You create a nature video that you are now selling which contains the music. You need to contact us for an additional agreement. In most cases, additional fees do not apply.)
11. You CANNOT claim ownership, authorship, writer credit, or publisher credits for MICHAEL HAYES or EAR SHOCK MUSIC.
12. **You must list Michael Hayes, Writer – BMI**, when using this music for NATIONAL and INTERNATIONAL broadcast use, on cue sheets, credits, or any documentation requiring ownership information.

You acknowledge that you have read this agreement understand it, and agree to its terms and conditions. Noncompliance with the terms of this agreement or failure to pay relevant invoices for the music on time will render this licensing agreement void.