

This Music License Agreement (“AGREEMENT”) is dated this Monday Jul 03, 2023 (“EFFECTIVE DATE”) by and between Hartford Public Library (referred to as “**LICENSEE**”), a nonprofit corporation with an address of 500 Main Street, Hartford, Connecticut, 06103-3075, and Kermit The Frog (referred to as “**LICENSOR**”), with an address of The Swamp, Swamp City, CT, 00000.

**WHEREAS** the **LICENSEE** desires to provide opportunities for **LICENSOR** to showcase work by providing greater professional exposure through Music Streaming, Downloads and potentially with HPL collaborative partners; and

**WHEREAS** the **LICENSOR** owns the exclusive rights under the U.S. Copyright Act, including the right to authorize others to play, stream and download the musical works; and

**WHEREAS** the **LICENSEE** will maintain digital recording(s) of the work as furnished by the Licensor on a third-party web-based content sharing service to promote make available musical sound recordings herein described in Exhibit A for use in programming and events, streaming in the Hartford region and downloads to Hartford Public Library cardholders; and

**WHEREAS** the **LICENSEE** desires to make available the music of the Licensor to Hartford Public Library cardholders for streaming and downloads and to the Hartford region for streaming and to add said musical work(s) to its permanent music collection.

#### **RECITALS.**

**LICENSOR** represents and warrants to the **LICENSEE** that the **LICENSOR** has all rights and permission to grant such licenses and permissions from all such individuals regarding copyright and all other related intellectual property rights to the album or collection of musical recordings which are described in **Exhibit “A”** attached hereto and incorporated herein by this reference (hereinafter referred to as “**WORK**” or “**WORKS**”).

**LICENSEE** will maintain digital recording(s) of the **WORK** as furnished by the **LICENSOR** via a third-party web-based content sharing service, platform, furnished by contracted third-party.

**LICENSOR** grants the **LICENSEE** license to provide HPL card holders and those in the Hartford region ( hereafter referred to as “Customer”) the **WORK** via the service, subject to the terms and conditions set forth in this AGREEMENT.

**LICENSOR** grants the **LICENSEE** license to use said works at Hartford Public Library for streaming, downloads, marketing the **LICENSOR**, events and programs to promote said works.

**NOW THEREFORE, in consideration of the promises, conditions, covenants and warranties herein contained, the parties agree as follows:**

#### **1. GRANT OF LICENSE.**

a. **LICENSOR** hereby grants to the **LICENSEE** the non-exclusive right and license to make the **WORK** available to play for Hartford Public Library card holders and those in the Hartford Region, for permanent download and streaming on Hartford Public Library’s music website, and to play at Hartford Public Library events and programs following execution of this **AGREEMENT**.

b. Once any **WORK** is downloaded by any Customer, the license is perpetual to that Customer. Hartford Public Library will provide a written declaration in the terms of service posted on Hartford Public Library’s website that Customers are not to copy and provide the **WORK** to

others. Hartford Public Library is not responsible for ensuring such behavior does not occur and Hartford Public Library and its President & Chief Executive Officer, Board of Directors, Officers, Directors, Managers and Employees are not responsible for ensuring such behavior does not occur and are hereby released from any liability for such distribution.

c. **LICENSEE** is hereby granted the right to synchronize, sample, reproduce, and integrate the **WORK** to its website in order to promote the services provided by **LICENSEE** to customers.

d. **LICENSEE** is hereby granted the right to integrate the **WORK** within applications, tools, and other functionality featured by the service in order to promote the services provided by **LICENSEE** the Hartford Public Library to customers.

e. **LICENSOR** hereby grants **LICENSEE** the right to use the name of **LICENSOR** and the composer and artists involved in the **WORK** in connection with library's website. **LICENSOR** represents and warrants that it has the full right and permission to grant such licenses and permissions from all such individuals.

f. **LICENSEE** may at its sole discretion provide opportunities to the **LICENSOR** for live performances with collaborative partners. **LICENSOR** grants the right to **LICENSEE** to use public service announcements, flyers, and other digital marketing resources to promote said live performances. **LICENSOR** will have the right to contract separately with **Hartford Public Library COLLABORATIVE PARTNERS** to showcase **WORK**. **LICENSEE** shall only provide the opportunity. Final determination and agreements of live performance shall be determined by and between the **LICENSOR** and **COLLABORATIVE PARTNER(S)**.

g. **LICENSOR** hereby grants **LICENSEE** access to live and prerecorded performances associated with **COLLABORATIVE PARTNER** relationships for broadcasting and/or streaming. **LICENSEE** may use public service announcements, flyers, and other digital marketing resources to promote said performances and third-party web-based content sharing service platform.

h. **LICENSOR** grants permission to **LICENSEE** to create one copy of the **WORK** using a method and format of **LICENSEE'S** choosing for **LICENSEE'S** archival purposes.

## **2. COMPENSATION FOR LICENSE.**

In consideration of the license granted herein, the **LICENSEE** agrees to pay a one-time license fee to **LICENSOR** in the amount of \$250.00.

Such license fee shall be due and payable through **LICENSEE** within thirty (30) days following receipt of the **WORK** by **LICENSEE** in a digital format acceptable to **LICENSEE**. The right to use the **WORK** shall commence immediately upon execution of this **AGREEMENT**.

## **3. TERM OF LICENSE.**

a. This license agreement shall be effective upon the **EFFECTIVE DATE**.

b. The license granted hereunder to use the **WORK** within the scope and terms set forth herein shall be perpetual.

c. After two years following the **EFFECTIVE DATE**, **LICENSOR** may by written notice request for **LICENSEE** to remove one or more of the **WORKS** from HPL's streaming and download services. This request shall be made in writing to HPL at the address below 30 days prior to the

expiration of the second year of this agreement. Written requests for removal shall not be unreasonably denied. If such request is not made said works shall become part of **LICENSEE'S** permanent music collection and such license may not be revoked.

Mary Tzambazakis Chief Administrative Officer Hartford Public Library 500 Main Street Hartford, CT. 06082

#### **4. REPRESENTATIONS AND WARRANTIES.**

**LICENSOR** makes the following representations and warranties to **LICENSEE**, which representations and warranties shall apply during the term of this **AGREEMENT** and shall continue to apply indefinitely. **LICENSOR** shall indemnify and hold the **LICENSEE** Hartford Public Library and its President and Chief Executive Officer, Board of Directors, Officers, Directors, Managers and Employees, past, present, and future, harmless from and against claims made against the relating to the representations and warranties of **LICENSOR** made herein.

- a. **LICENSOR** is the sole and exclusive owner of the **WORKS** and the copyrights and other proprietary rights contained therein.
- b. The **WORKS** do not infringe upon or violate the copyrights, trademarks, patents, or other proprietary rights of any other party.
- c. **LICENSOR** has the unrestricted right and power to enter into this **AGREEMENT** and to license the **WORKS** to the **LICENSEE** as provided herein.
- d. There are no other agreements, court orders or the provision of any law or administrative rule that interferes with **LICENSOR'S** right to license the **WORKS** hereunder.
- e. **LICENSOR** has obtained all necessary consents, permissions, licenses and other documents from recording companies, composers, musicians, musician unions and other labor unions, copyright owners and others with any interest in the **WORK** or who performed on the **WORKS**, at **LICENSOR'S** sole cost and expense and will indemnify and hold the **LICENSEE** Hartford Public Library, the Library's President and Chief Executive Officer, Board of Directors, Officers, Directors, Managers and Employees, past, present, and future, harmless from and against any and all claims, suits, threats, demands, actions, and causes of action brought directly or indirectly by any of these parties.

#### **5. COPYRIGHT NOTICES/RETAINED RIGHTS.**

- a. **LICENSEE** shall place on its website a notice of copyright relative to the **WORKS** and credits to the songwriter and artists performing in the **WORKS**.
- b. **LICENSOR** shall retain the copyright to the **WORKS** and all right, title, and interest in and to the **WORKS**, including the right to publish, distribute, publicly perform, modify, enhance, change, and improve, and all other exclusive rights of the copyright owner, except only for the right of license granted to **LICENSEE** hereunder.
- c. The **LICENSEE** hereby agrees to and acknowledge the rights retained by **LICENSOR** hereunder and acknowledge that the **LICENSOR** shall retain all exclusive rights of the **LICENSOR** and holder of a copyright.

d. **LICENSOR** shall have the sole right to pursue any party that infringes upon the **LICENSOR'S** copyright or other proprietary rights in and to the **WORKS** and shall bear all expenses of prosecuting such infringement actions against third parties. In no way shall the **LICENSEE** be responsible for policing and prosecuting said rights.

#### **6. NO ASSIGNMENT.**

Neither this **AGREEMENT** nor any right, interest, duty, or obligation hereunder may be assigned by the parties hereto.

#### **7. GOVERNING LAW.**

In interpreting the terms of this **AGREEMENT**, the parties agree that the laws of the state of undefined shall be applicable. All suits permitted to be brought in any court shall be in undefined.

#### **8. ENTIRE AGREEMENT.**

This AGREEMENT contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes and replaces all prior discussions, agreements, proposals, understandings, whether orally or in writing, between the parties related to the subject matter of this AGREEMENT. This AGREEMENT may be changed, modified, or amended only in a written agreement that is duly executed by authorized representatives of the parties. If any provision(s) hereof is deemed to be illegal or unenforceable by a court of competent jurisdiction, the enforceability and effectiveness of the remainder of the AGREEMENT shall not be affected and this AGREEMENT shall be enforceable without reference to the unenforceable provision(s). No party's waiver of any breach or accommodation to the other party shall be deemed to be a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the dates set forth above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof. BY SIGNING BELOW, LICENSOR REPRESENTS AND WARRANTS THAT LICENSOR IS THE SOLE AND EXCLUSIVE OWNER OF THE WORKS AND ALL COPYRIGHTS AND OTHER PROPRIETARY RIGHTS CONTAINED THEREIN.

**HPL, by Bridget Quinn - Library Director (or their designee)** Mailing Address of:  
undefined

**LICENSOR, by** Kermit The Frog Mailing Address of:

Street Address Line 1: The Swamp

Street Address Line 2: Lily Pad #42

City, State, ZIP: Swamp City, CT 00000

And an email address of:

kermit.t.frog@gmail.com

**EXHIBIT A**

RECORDINGS

Album or Song Title(s): I Love Being Green

Artist: Kermit The Frog

Date Released: 2022-01-01

LICENSED ART

Album Cover Art: <https://jsfs.thebeathartford.co/complete-submission/albums/tester-testing/1688397190000-217-800x800.jpg> Artist Banner Image:

<https://jsfs.thebeathartford.co/complete-submission/artists/tester/1688397081000-fish-under-ripples.jpg>

Licensed Art Preview:

