

# Sync Licensing Agreement

**This Sync License Agreement (“Agreement”)** is entered into between **Michael Turnbull / VMTD Records** (“Licensor”) and the purchaser (“Licensee”). By purchasing and downloading the licensed audio file(s), Licensee agrees to the following terms.

## 1. Grant of License

Licensor grants Licensee a **non-exclusive, non-transferable, perpetual license** to synchronize the purchased audio clip(s) with visual media. This license applies **only** to the specific audio file(s) purchased. The licensed audio file(s) may not be edited, remixed, altered, or otherwise modified, except for reasonable timing edits, level adjustments, or fades necessary solely for synchronization with visual media.

## 2. Permitted Uses

Licensee may use the licensed audio clip(s) in film, television, streaming, web video, social media, commercials, trailers, promos, corporate, educational, or personal projects, and podcasts or other audio-visual presentations. Unlimited audience size. Unlimited platforms.

## 3. Prohibited Uses

Licensee may not resell, sublicense, share, or distribute the audio file(s) as a standalone product; use the audio in music libraries, stock sites, NFTs, or AI training datasets; claim ownership or authorship of the composition or recording; or use the audio in defamatory, unlawful, or pornographic content.

## 4. Ownership & Copyright

All rights not expressly granted remain with Licensor. Composition © Michael Turnbull. Sound Recording © Michael Turnbull / VMTD Records. This is a **license**, not a sale.

## 5. Credit (Optional)

Credit is appreciated but not required. If provided: *Music by Michael Turnbull*.

## 6. Performance Royalties

This license does not waive public performance royalties. If applicable, performance royalties may be collected through ASCAP or other performing rights organizations.

## 7. Warranty & Indemnification

Licensor warrants that they control the rights necessary to grant this license. Licensee agrees to indemnify and hold harmless Licensor from any claims arising from Licensee’s use or misuse of the licensed audio.

## 8. No Refunds

Due to the nature of digital downloads, all sales are final.

## 9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **State of Idaho, United States**.

## 10. Acceptance

Purchase, download, or use of the licensed audio file(s) constitutes acceptance of this Agreement.

**Licensor:** Michael Turnbull  
VMTD Records  
© 2025 All rights reserved.