

## **BLUE SQUARES MUSIC ARRANGEMENT LICENSE**

This agreement sets forth the terms upon which Adam Gwon, on behalf of Blue Squares Music (the "Publisher") shall commission Govenaires Drum & Bugle Corps (the "Arranger") (the Publisher and the Arranger collectively referred to herein as the "Parties") to create an arrangement of "Hundred Story City" by Adam Gwon (the "Arrangement").

1. **Ownership of Arrangement.** The Parties specifically acknowledges that the Arrangement, at all stages of development, shall be considered a work made for hire, as contemplated and defined in section 101 of the United States Copyright Act as in effect on the date of this agreement, and as may be amended from time to time hereafter, as a specially ordered and commissioned work prepared for publication as a secondary adjunct to a work by another author.

To the extent, if at all, that the Arrangement is determined not to be a work made for hire, the Arranger, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby assigns, sets over, transfers and conveys to the Publisher all right, title and interest the Arranger may have had, now has or hereafter may have in and to the Arrangement, including and without limitation any and all copyrights and copyright rights therein arising under the laws of each territory of the universe, to have and to hold absolutely for the full term of each and every such right including any renewal, reversion, extension, restoration or revival now existing or hereafter created or discovered.

2. **Description of Arrangement.** The Arrangement shall be for Drum and Bugle Corps in 16 musical parts.
3. **License to Reproduce.** Provided that the Arrangement is used only in connection with performances by Govenaires Drum & Bugle Corps from July 7, 2019 to September 1, 2019 and that such performance is done without any purpose of direct or indirect commercial advantage, that Arranger shall be permitted to produce no more copies than are reasonably required for administration and execution of said performances. In consideration for the foregoing grant, the Arranger shall pay the Publisher US\$180.00, contemporaneous with the complete execution of this agreement.
4. **Reservation of Rights.** All rights in and to the Arrangement, except as specifically granted to the Arranger herein, are hereby reserved by the Publisher for the Publisher's use. The Arranger specifically acknowledges that no right to record or reproduce additional copies is granted by the Publisher herein. Any such further reproduction, recording, and/or distribution of the Arrangement shall be by a separate permission upon the Arranger's written request, and at the discretion of the Publisher. The Arranger shall not further distribute, sell, loan, lease and/or rent the copies of the Arrangement made pursuant to this letter agreement to any third party for any purpose whatsoever.
5. **Credit.** Each copy of the Arrangement shall bear on the title page or at the head of the first page the following inscription:

This arrangement was prepared by permission of Blue Squares Music.

Each page of the Arrangement shall bear the following copyright notice:

© 2019 Blue Squares Music. All rights reserved.

6. **Gratis Copies of the Arrangement.** The Arranger shall provide the Publisher with three (3) gratis copies of the Arrangements within 30 days following Arranger's completion of the Arrangement.
7. **Arranger's Representative and Warranties.** The Arranger hereby represents and warrants that:
  - a. Neither the Arrangement nor any part thereof will violate or infringe the copyright or literary, music, personal, private, civil or property right of any third party; and
  - b. Nothing contained in the Agreement contravenes any pre-existing agreement which Arranger may have with any third party.
8. **Notices.** All notices to be addressed by Publisher to the Arranger in connection with this agreement shall be given in writing to: Terry Lillis, Director, Govenaires Drum & Bugle Corps, PO Box 235, St. Peter, MN 56082, (218) 639-0034, director@govenaires.org.

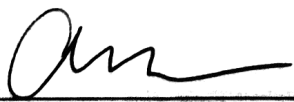
All notices to be addressed by Arranger to the Publisher in connection with this agreement shall be given in writing to: Adam Gwon, 47-46 40<sup>th</sup> Street #1H, Sunnyside, NY 11104, (917) 975-5395, adamgwon@gmail.com.

9. This agreement constitutes the entire understanding of the signatories concerning its subject matter, shall not be amended except in writing signed by all signatories hereto, and shall be interpreted according to the internal laws of the State of New York.

If the foregoing correctly sets forth the parties' understanding, please confirm such by signing where indicated. This document may be executed in counterparts which taken together shall constitute a single instrument. Publisher shall return one fully executed copy to Arranger, and Arranger shall remit license fee, payable to Adam Gwon, to the following address: Adam Gwon, 47-46 40<sup>th</sup> Street #1H, Sunnyside, NY 11104, upon receipt.

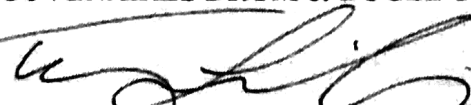
Accepted and agreed to:

FOR BLUE SQUARES MUSIC:

  
\_\_\_\_\_  
Adam Gwon

5/7/19  
\_\_\_\_\_  
Date

FOR GOVENAIRES DRUM & BUGLE CORPS:

  
\_\_\_\_\_  
Terry Lillis, Director

5/7/2019  
\_\_\_\_\_  
Date