



Language to Consider When Providing Uncleared Materials

This may be used for the bid or PO:

Any music, sound effects, materials or anything else added by editorial company (“Offline Elements”) in the offline is a placeholder for illustrative purposes only. All Offline Elements may require licensing by Agency or Advertiser if Agency or Advertiser desires to use any of the same in the final finished commercial. [Post Production Company Name] shall not be responsible for licensing any Offline Elements for use in the final finished commercial and shall not be liable for any unlicensed use of the same.

This alternative language may be used on the PO standard terms or contract:

Advertiser and Agency acknowledge that post-production company may provide interim deliverables or final deliverables to each of them that may contain sound effects, music, work product or the like, including third party materials, the rights to which are owned by third parties but that have not been licensed to or cleared by post-production company [and are for offline purposes only] (“Uncleared Materials”). Agency and Advertiser acknowledge that Uncleared Materials are intended solely for internal evaluation and assessment and may not be used in the final, finished commercials unless Agency/Advertiser procures the applicable rights or licenses from the applicable third party rights holders for distribution or use in the final, finished commercials. Accordingly, Agency and Advertiser agree that neither of them shall use the Uncleared Materials for any external purpose whatsoever and post-production company shall have no liability therefor. Advertiser and Agency shall indemnify, defend, and hold post-production company harmless from and against all uses of the Uncleared Materials and any and all claims asserted by any third party based thereon.