



The O'Neill Brothers Music

Royalty Free Music Buyout Agreement - Royalty Free Music License
Synchronization – Performance – Studio License



The Licensee has purchased a Royalty Free Music License to use the licensed “The O’Neill Brothers” Music Track(s) in accordance with the terms and conditions of this license. Proof of payment is the valid Haven Sound/PD Info Invoice, showing the name of the Licensee and the “The O’Neill Brothers” Music Track(s) licensed. By using any “The O’Neill Brothers” Music Tracks, you agree to the following terms and conditions:

For consideration of all fees paid, The O’Neill Brothers grant the non-exclusive rights to use the licensed Music Track(s). **You may** use the music for mechanical reproduction via synchronization to any film, video, or audio production. **You may** play the music for listening, live performance, or background ambience. **You may** use the music as live or background recorded music for singing or playing instruments. **You may** use the music for background music for internet web sites. **You may** use the music for Telephone-On-Hold or as background music in a public venue. For-profit or not-for-profit use may include, but not be limited to, video, film, television, kiosk or other multimedia productions, playing the music live with or without singing, telephone-on-hold music, or producing and selling karaoke style recordings with significant added singing voices.

You may NOT copy, sell, or distribute copies of the The O’Neill Brothers Music tracks either for free or for payment. **You may NOT** copy sell or distribute any of the The O’Neill Brothers Music tracks in unmodified form as provided at download. **You may NOT** offer the unmodified music as download from any web site. **You may NOT** use the tracks for cell telephone “ringtones.” You must either play the music from the disc provided or substantially alter the music track by incorporating the music into an integrated product by adding video or pictures, singing, significant additional instruments, or embedding the music in a tangible product.

CD / DVD / Website use requires the audio files to be embedded or "hidden" (rendered) with the video content so as the audio files cannot reside freely on the **CD/DVD** to allow any third party to be able to copy them off of the **CD/DVD** unto themselves. Outside of the USA, you need to check with the local performance organization on clearance of public performance of the music in foreign countries.

The exclusive rights and copyrights to the music are held and controlled in whole by The O’Neill Brothers Music, and ownership of the music remains with The O’Neill Brothers Music. These Music Tracks are licensed to you only, and the musical tracks remain the property of The O’Neill Brothers Music. You have purchased the lifetime rights to use the compositions in accordance to the terms of this License. You have not purchased the right to claim ownership of the music.

The total liability of The O’Neill Brothers Music under this license is limited to that part of the consideration paid to Haven Sound, Inc. The O’Neill Brothers Music (OBM) and Haven Sound, Inc. (HSI) assume no liability, and grant no warrantee to performance or product, with the exception of replacing defective product within 5 days of receipt of returned said product. HSI / OBM assume no liability for the misuse or use of this product resulting in any personal or corporate harm. End user should not use this product without proper knowledge and care of using CD Digital Audio.

This agreement may not be modified orally and is binding and effective upon the download of this music. This agreement and its rights are not transferrable. The music cannot be re-sold, traded, donated, decompiled, auctioned, or given away singularly or in whole. This is a single site/user agreement, granted to the original purchaser only. We may modify this agreement at any time to comply to any new laws. All rights specifically not granted to the licensee are reserved by HSI / TM. The downloading of this music constitutes your accepting and understanding the terms of this agreement. Foreign and overseas use of the music is applicable to the local governing laws. Neither The O’Neill Brothers Music nor any of its agents or employees shall be liable to any distributor or other reseller, customer, end user or other person or any indirect, incidental, special or consequential damages (including loss of profit, business, revenue, goodwill or anticipated savings) resulting from its performance or non-performance of this Agreement or the use of, or inability to use, the content provided under this Agreement or arising (or which might be claimed) under any other cause of action or theory of claim. Moreover, the liability of The O’Neill Brothers Music, Haven Sound, Inc., or its agents and employees in respect of any other cause of action (whether arising in tort, contract or otherwise and notwithstanding any negligence or other fault) shall in no event exceed the sales value of product purchased.

The O’Neill Brothers Music
111 West Main Street
New Prague, MN 56071
952-758-9300

Haven Sound, Inc.
225 Corinth Court
Roswell, GA 30075
770-993-8074