

Quick Start Guide

What is Sail?

Sail (Simple Agreement for Instant License) is a standardized music synchronization license designed for projects that need music quickly, clearly, and without the time and expense of a traditional negotiated license.

A Sail allows a rights holder and a producer to document permission for a specific use of music in a project using a simple, easy-to-understand agreement.

Think of Sail as a practical middle ground between:

- No license at all
- A heavily negotiated custom sync agreement

Sail is intended for a wide variety of projects including, but not limited to:

- Films
- Documentaries
- Student projects
- Social media content
- Agency pitches
- Internal corporate videos
- Investor presentations
- Conference presentations
- Brand content
- Product demos
- Crowdfunding campaigns
- Portfolio projects
- Editorial projects
- Festival submissions

Sail in 60 Seconds

Producer wants to use music.

↓

Rights holder agrees.

↓

Both parties complete a Sail.

↓

Producer pays agreed fee.

↓

Producer may use the music within the approved project and approved scope.

The Five Fields Most People Need

Most Sail agreements can be completed in less than five minutes.

1. Project Title

What project is using the music?

Examples:

- The Valley Buzz
- 2026 Investor Presentation
- Nike Summer Campaign Concept
- Agency New Business Pitch

2. Music / Recording

What song is being licensed?

Examples:

- "Sunset Drive"
- "Wild Horses"
- "Falling Apart"

3. Rights Covered

Select:

Both Master & Publishing

or

Master Only

or

Publishing Only

If you do not control both sides of the song, do not check both.

4. License Fee

How much is being paid?

Examples:

- \$0
- \$250
- \$1,000
- \$10,000

The amount is entirely negotiated between the parties.

5. Paid Promotion Cap

Optional. If the producer wants to run paid advertising promoting the project, the parties may specify a maximum advertising spend.

Examples:

- None
- \$500
- \$5,000
- \$50,000

Can I Use Sail For This?

Use Type	Use Sail?
Student Film	✓ Usually yes
Independent Film	✓ Usually yes
Documentary	✓ Usually yes
Festival Submission	✓ Usually yes
Agency Pitch	✓ Usually yes
Brand Concept Video	✓ Usually yes
Internal Corporate Video	✓ Usually yes
Investor Presentation	✓ Usually yes
Sales Presentation	✓ Usually yes
Conference Presentation	✓ Usually yes
Crowdfunding Campaign	✓ Usually yes
YouTube Content	✓ Often yes
Paid Social Promotion	✓ Often yes if expressly permitted
National TV Advertising Campaign	× Usually not
Broadcast Television Distribution	× Usually not
Major Streaming Distribution	× Usually not
Theatrical Release	× Usually not
Commercial Music Product	× Usually not

When In Doubt

If the project involves:

- broadcast
- major advertising
- large-scale distribution
- substantial media spending
- significant commercial use

the parties should usually negotiate a traditional custom license instead.

Why Sail Exists

Traditional music licensing often suffers from four problems:

1. Complexity

Many projects need a simple license but encounter large contracts designed for major productions.

2. Cost

Legal review can exceed the value of the project itself.

3. Delay

Negotiations can take days or weeks.

4. Uncertainty

Creators often don't know what rights they actually need.

Sail is designed to create a common starting point that both creators and rights holders can understand.

Additional Rights and Side Letters

Not every project fits neatly within a music synchronization license.

Sometimes parties wish to include additional rights or obligations that fall outside Sail's core purpose.

Examples may include:

- album artwork
- artist photographs
- soundtrack rights
- merchandising
- marketing participation
- premiere attendance
- custom approvals

In these situations, the parties should generally keep the Sail unchanged and document the additional arrangements in a separate side letter or companion agreement.

Before You Sign

Rights Holder Checklist

Confirm:

- ✓ You control the rights you are licensing
- ✓ The song information is accurate
- ✓ The fee is correct
- ✓ The project description is correct

- ✓ The scope matches your expectations

Producer Checklist

Confirm:

- ✓ You understand what project is covered
- ✓ The fee is correct
- ✓ The rights holder actually controls the rights
- ✓ The project fits within Sail's intended scope
- ✓ You are not planning uses outside the agreement

One Important Rule

Sail is designed to simplify licensing.

It is not designed to eliminate communication.

If either party is unsure whether a use is covered, talk to the other party before proceeding.

Most disputes are avoided by a simple conversation before the project expands.

Full User Guide

Understanding Music Rights

Master Rights vs. Publishing Rights

One of the most common sources of confusion in music licensing is that a single song often contains multiple copyrights.

Before using Sail, both parties should understand which rights are being licensed.

Two Separate Copyrights

Most commercially released music consists of:

1. The Musical Composition

The underlying song itself.

This includes:

- Melody
- Lyrics
- Musical composition

These rights are commonly referred to as *Publishing Rights*

2. The Sound Recording

The actual recorded performance.

This includes:

- The recorded audio file
- The studio recording
- The master recording

These rights are commonly referred to as *Master Rights*

Example

Imagine a producer wants to use "Hallelujah" performed by Jeff Buckley.

There are two separate copyrights:

Publishing

The song written by Leonard Cohen.

Master

Jeff Buckley's specific recording.

Permission may be required from both rights holders.

Why Sail Has Rights Checkboxes

Sail allows parties to select:

- Both Master & Publishing
- Master Only
- Publishing Only

This is intentional.

Not every rights holder controls every right.

Common Scenarios

Independent Artist

The artist wrote the song and owns the recording.

They may control:

- ✓ Publishing
- ✓ Master

They can often license both rights through a single Sail.

Record Label

The label owns the recording.

The songwriter or publisher owns the composition.

The label may only control:

- ✓ Master
- × Publishing

In that situation, the label should only license the master rights it controls.

Music Publisher

The publisher controls the composition.

The label controls the recording.

The publisher may only license:

- ✓ Publishing
- × Master

Multiple Writers

Many songs have multiple writers.

Example:

- Writer A owns 50%
- Writer B owns 25%
- Writer C owns 25%

A rights holder should only license the rights they actually control.

What Happens If You Don't Control All Rights?

This is very common.

Suppose a filmmaker wants to use a song. The artist owns the recording. A publisher owns the composition.

The filmmaker may need:

Sail #1

Master license from the artist.

Sail #2

Publishing license from the publisher.

Together, those agreements create the full permission needed for the use.

What About Covers?

A cover recording creates an interesting situation.

Example:

A band records its own version of a famous song.

The band typically owns:

✓ The new recording (master)

But does not necessarily own:

× The underlying composition

The producer may need separate publishing permission depending on the project and jurisdiction.

When in doubt, consult qualified counsel.

What About Instrumentals?

Instrumental recordings generally follow the same rules.

Even without lyrics, there is still:

- a composition
- a sound recording

Both copyrights may still exist.

What About AI-Generated Music?

Ownership rules for AI-generated works vary significantly across jurisdictions and continue to evolve.

Before licensing AI-generated music, parties should carefully verify:

- ownership
- rights chain
- platform terms
- copyright status

The rights holder using Sail should only license rights they actually possess and control.

Ownership Representations Matter

Sail requires the rights holder to represent that they have authority to grant the selected rights.

That means:

If you check:

Both Master & Publishing

You should reasonably believe you control both.

If you only control one side, select only that side.

Practical Rule

When someone asks:

"Can you license this song?"

Ask:

Do I control the recording?

Do I control the composition?

Your answers determine which boxes should be checked in Sail.

Rights Ownership Examples

Situation	Master	Publishing
Independent artist owns everything	✓	✓
Label owns recording only	✓	×
Publisher owns composition only	×	✓
Artist owns recording, publisher owns song	✓	×
Multiple writers and splits	Depends	Depends

The Goal

Sail does not change copyright ownership.

Sail simply documents permission for specific uses granted by the rights holder.

Ownership remains with the rights holder unless a separate agreement states otherwise.

How Sail Works

A Step-by-Step Guide

One of Sail's goals is to make music licensing easier to understand.

Most Sail transactions follow the same basic process.

Step 1: A Producer Finds Music

A producer discovers music they would like to use in a project.

The producer may be:

- A filmmaker
- A production company
- An advertising agency
- A brand
- A marketing team
- A documentary producer
- A content creator
- A startup
- A conference organizer

The project may be anything from a festival film to a sales presentation.

At this stage, no rights have been granted.

The producer has simply identified music they would like to use.

Step 2: The Producer Contacts the Rights Holder

The producer reaches out to the person or company controlling the music.

This may be:

- An artist
- A label
- A publisher
- A manager
- A licensing representative

The producer explains:

- The project
- The intended use
- The expected audience
- The distribution plans
- Any promotional plans

The rights holder then decides whether they are interested in granting permission.

Step 3: The Parties Agree on Terms

Before completing Sail, both sides should agree on the core business terms.

Typically these include:

The Project

What is being created?

The Music

What song or recording is being used?

The Rights

Master?

Publishing?

Both?

The Fee

How much will be paid?

Credit

Will any credits be provided?

Paid Promotion

Will paid advertising be allowed?

If so, how much?

Step 4: Complete the Sail

The parties complete the Sail agreement.

Most Sail agreements require only a handful of decisions.

The agreement documents:

- The parties
- The project
- The music
- The rights being granted
- The fee
- Any permitted promotion
- Credit requirements
- Restrictions

The agreement creates a written record of what both parties agreed to.

Step 5: Execute the Agreement

Both parties sign.

Electronic signatures are generally acceptable if permitted under applicable law.

The parties should each retain a copy for their records.

Step 6: Payment

The producer pays the agreed fee.

Payment methods vary.

Common examples include:

- ACH
- Wire transfer
- Check
- PayPal
- Stripe
- Other agreed methods

Unless otherwise agreed, payment should generally occur before use begins.

Step 7: Music Is Added to the Project

The producer may now synchronize the music with the approved project.

This may include:

- Editing
- Timing
- Placement
- Synchronization with visuals

The producer may use the music only within the scope authorized by the Sail.

Step 8: The Project Is Released

The project may now be used within the permissions granted by the agreement.

Examples include:

- Film
- Festival screenings
- Documentary
- Educational screenings
- Agency Project
- Client presentations
- Brand Content
- Website publication
- Conference Content

- Event presentations
- Creator Content
- YouTube publication

Step 9: The Project Evolves

This is where many licensing questions arise.

Projects often grow.

A project that began as a small use may later become something much larger.

Examples:

- A festival film receives distribution.
- A startup video becomes a national campaign.
- A pitch video becomes a commercial.
- A conference presentation becomes a public marketing asset.
- A YouTube video becomes part of a major advertising effort.

This does not mean anyone has done anything wrong.

It simply means the project has changed.

Step 10: Evaluate Whether Additional Rights Are Needed

When a project expands, the parties should review whether Sail still covers the intended use.

Sometimes the answer is yes.

Sometimes additional permission is needed.

When in doubt, contact the rights holder before proceeding.

Many successful licensing relationships begin with a Sail and later evolve into broader agreements as projects grow.

Sail Is Not a Rights Transfer

A common misunderstanding is that licensing transfers ownership.

It does not.

The rights holder continues to own the music.

The producer receives permission to use the music in the agreed project and within the agreed scope.

Ownership remains unchanged.

Sail Is Project-Specific

A Sail generally applies to a specific project.

For example:

Approved

“The Valley Buzz”

Not Automatically Approved

- A second film.
- A second advertisement.
- A separate marketing campaign.
- A different documentary.
- A different presentation.

If a producer wants to use the same music in a different project, a new agreement is generally appropriate.

Example: Documentary Producer

A filmmaker discovers a song.

The filmmaker contacts the artist.

The artist agrees to license both master and publishing rights.

The parties sign a Sail.

The filmmaker pays \$500.

The song appears in the documentary.

The documentary is screened at festivals.

Everything proceeds exactly as intended.

This is a classic Sail use case.

Example: Advertising Agency

An agency creates a concept video for a prospective client.

The agency wants to use a specific song in the presentation.

The rights holder agrees.

The parties complete a Sail.

The video is shown privately to the client.

The pitch concludes.

This is also a classic Sail use case.

Example: Project Expansion

A documentary initially licensed under Sail receives an offer from a major streaming platform.

The filmmaker contacts the rights holder.

The parties negotiate expanded rights.

A separate agreement is executed.

This is exactly how many projects evolve.

The Big Picture

Sail is intended to make common licensing situations faster and easier.

It does not eliminate communication.

It does not eliminate copyright.

It does not eliminate ownership.

It simply provides a practical framework for documenting permission when both sides want to move forward.

Common Sail Use Cases

One of Sail's strengths is its flexibility.

While every project is different, most Sail agreements fall into a handful of common categories.

This section explains how Sail is commonly used and when it may or may not be appropriate.

Independent Films

Independent films are one of the most natural use cases for Sail.

Examples include:

- Short films
- Feature films
- Student films
- Proof-of-concept films
- Festival films
- Self-funded productions

In many cases, a filmmaker has identified a song that perfectly fits a scene but does not have the budget, timeline, or distribution plan that would justify a full negotiated commercial license.

Sail provides a framework for documenting permission while the project is still in its early stages.

Example

A filmmaker licenses a song for:

- Festival screenings
- Private screenings
- Film markets
- Award submissions
- Crowdfunding promotion

The project later secures broader distribution.

The parties then negotiate expanded rights separately.

This is exactly the type of progression Sail is designed to accommodate.

Documentaries

Documentary projects often evolve over time.

A documentary may begin as:

- A student project
- A grant-funded project
- A nonprofit project

- An independently financed production

Years may pass before broader distribution opportunities emerge.

Sail allows filmmakers and rights holders to document permissions during those early stages without attempting to predict every future possibility.

Advertising Agencies

Many agency uses are surprisingly well-suited for Sail.

Agencies frequently create content that is never publicly distributed but still requires music.

Examples include:

- New business pitches
- Creative concepts
- Mood films
- Storyboards with audio
- Internal presentations
- Client demonstrations
- Strategy presentations

These projects often need music to communicate creative vision but may never become public-facing campaigns.

Example

An agency is pitching a new automotive client.

The agency creates a concept video using a song to establish tone and emotion.

The presentation is shown privately to the prospective client.

The campaign is not yet approved.

This may be an ideal Sail use case.

Brand and Corporate Uses

Companies create far more media than many people realize.

Examples include:

- Investor presentations
- Sales presentations
- Product launch materials
- Corporate events
- Employee meetings
- Internal training videos
- Conference presentations

- Trade show content

Many of these uses involve limited audiences and limited distribution.

Sail can provide a practical framework when the intended use fits within the agreement's scope.

Example

A startup creates a presentation for investors.

The presentation includes a short video featuring licensed music.

The video is shown during fundraising meetings and investor events.

This is often very different from a national advertising campaign and may be well suited for Sail.

Conferences and Events

Event organizers frequently create media that requires music.

Examples include:

- Opening videos
- Closing videos
- Event trailers
- Presentation materials
- Award ceremonies
- Speaker introductions

When the use remains limited to the event and related promotion, Sail may be appropriate.

Educational Uses

Educational institutions often create projects with limited audiences and limited commercial objectives.

Examples include:

- Student films
- Classroom projects
- Research projects
- University showcases
- Academic presentations

These projects frequently need clear permission while operating under constrained budgets.

Content Creators

Many creators produce content for:

- YouTube
- Vimeo

- Podcasts with video
- Social media
- Online communities

Some creator projects fit comfortably within Sail's intended scope.

Others may grow into substantial commercial operations.

Creators should carefully evaluate their intended use and expected audience.

Example

A creator licenses music for a documentary-style YouTube project.

The video is educational and independently produced.

The parties complete a Sail.

The project launches within the agreed scope.

Portfolio Projects

Creative professionals frequently need music for portfolio materials.

Examples include:

- Director reels
- Agency reels
- Designer showcases
- Production company demos
- Personal websites

Portfolio uses are often exactly the type of limited-scope project Sail was created to address.

Crowdfunding Campaigns

Many creative projects seek funding before production is complete.

Examples include:

- Kickstarter campaigns
- Indiegogo campaigns
- Grant submissions
- Investor materials

Music often plays an important role in communicating the vision of the project.

Sail may provide a practical licensing framework during these early fundraising stages.

Startups

Startups create an enormous amount of media.

Examples include:

- Product videos
- Demo videos
- Investor materials
- Website content
- Launch announcements
- Internal presentations

Some of these uses may fit comfortably within Sail.

Others may require broader licensing depending on distribution, audience, and commercial objectives.

Nonprofits

Nonprofits frequently create media with limited budgets but meaningful public impact.

Examples include:

- Awareness campaigns
- Educational content
- Community initiatives
- Fundraising materials

Sail may help rights holders support these projects while maintaining clear documentation and boundaries.

Uses That May Require Additional Evaluation

Some projects occupy a gray area.

Examples include:

- Large paid social campaigns
- National advertising
- Major streaming distribution
- Broadcast television
- Theatrical distribution
- Global product launches

These situations are not necessarily prohibited.

However, they often justify a more customized licensing discussion.

A Useful Question

When evaluating whether Sail may be appropriate, ask:

Is the project primarily limited in scope, audience, distribution, and commercial use?

If yes, Sail may be a strong fit.

If the project is expected to reach large commercial audiences or involve significant media spending, the parties should consider whether a custom agreement is more appropriate.

The Bigger Opportunity

Many licensing discussions never happen because the perceived cost and complexity are too high.

Sail exists to reduce that friction.

By creating a common framework for everyday licensing situations, Sail can help more projects obtain permission, more rights holders generate revenue, and more creative work reach audiences.

Project Expansion, Distribution, and Upgrade Paths

One of the most important concepts in music licensing is that projects evolve.

A project that begins as a small, limited-use production may eventually become something much larger.

This is normal.

In fact, many successful projects begin with modest expectations and later attract substantial audiences, commercial partners, distributors, broadcasters, or advertisers.

Sail was designed with this reality in mind.

A License Is A Snapshot In Time

When parties sign a Sail, they are making decisions based on what they know at that moment.

At the time of signing:

- The project may not be finished.
- Distribution may be uncertain.
- Funding may not yet exist.
- Audience size may be unknown.
- Commercial opportunities may not have emerged.

The agreement reflects the project as it exists today.

Not necessarily what it may become years later.

Most Projects Never Expand

It is worth remembering that most projects remain within their original scope.

Examples:

- Festival films remain festival films.

- Internal presentations remain internal presentations.
- Agency concepts remain concepts.
- Investor decks remain investor decks.
- Student projects remain student projects.

In these situations, the original Sail may be sufficient for the entire life of the project.

Some Projects Become Bigger

Occasionally, a project gains traction.

Examples include:

- A film secures distribution.
- A documentary is acquired by a streaming platform.
- A startup video becomes part of a major marketing campaign.
- An agency concept becomes an approved national campaign.
- A social media project attracts a large audience.
- A conference presentation becomes a public promotional asset.

When this happens, additional rights may be needed.

Expansion Is Not Failure

Some people mistakenly think needing a new license means something went wrong.

Quite the opposite.

Expansion usually means the project succeeded.

The project became more valuable than originally anticipated.

The rights holder may now be licensing music into a significantly larger opportunity than existed when the Sail was signed.

Example: Independent Film

A filmmaker licenses music under Sail.

The film is submitted to festivals.

The film wins awards.

A distributor offers a commercial release.

At this point, the filmmaker contacts the rights holder.

The parties negotiate expanded rights appropriate for commercial distribution.

This is a common and expected outcome.

Example: Agency Pitch

An agency licenses music for a new business presentation.

The presentation wins the account.

The client approves a national campaign.

The agency contacts the rights holder.

A broader commercial advertising license is negotiated.

Again, this is exactly how many successful projects evolve.

Example: Startup Launch Video

A startup licenses music for an investor presentation.

Months later, the company decides to use the same video in a major public marketing campaign.

The company contacts the rights holder.

The parties evaluate whether additional rights are needed.

Think of Sail as a Launchpad

Sail is often the beginning of a licensing relationship.

Not the end.

Many rights holders would rather:

- License a small project today
- Build a relationship
- Revisit the conversation if the project grows

... than lose the opportunity entirely because the initial project could not support a full negotiated license.

Signs a Project May Need Review

A producer should consider contacting the rights holder if the project begins to involve:

Broadcast Television

Examples:

- National television broadcasts
- Network distribution
- Cable distribution

Major Streaming Distribution

Examples:

- Global streaming releases

- Subscription streaming platforms
- Large-scale VOD distribution

National Advertising

Examples:

- Television advertising
- Large digital campaigns
- National media buys

Significant Paid Media

Examples:

- Large advertising budgets
- Major social media promotion
- Extended campaign spending

Commercial Productization

Examples:

- Soundtrack releases
- Standalone music products
- Products where the music itself becomes a primary commercial asset

A Simple Rule

If the project becomes substantially larger than what both parties reasonably contemplated when signing Sail, it is usually worth having a conversation.

That conversation may result in:

- No changes
- A simple amendment
- A new agreement
- Expanded rights
- Additional compensation

Every situation is different.

Rights Holders Benefit Too

Project expansion is not only a producer issue.

Rights holders benefit from expansion as well.

When a project grows:

- More people hear the music.
- More exposure may occur.
- More revenue opportunities may emerge.
- Larger licensing opportunities may become available.

The expansion process should be viewed as an opportunity for both parties.

Good Communication Solves Most Problems

The overwhelming majority of licensing disputes occur because assumptions were made rather than discussed.

The easiest solution is often the simplest:

- Contact the other party.
- Explain what changed.
- Discuss the new opportunity.
- Decide together whether additional permissions are appropriate.

The Goal

The goal is not to predict every future possibility.

The goal is to allow creators and rights holders to move forward today while preserving the ability to address tomorrow's opportunities when they arise.

Agency, Brand, and Corporate Use Cases

One of the most misunderstood areas of music licensing involves projects that are commercial in nature but are not traditional advertising campaigns.

Many organizations create music-driven content every day without intending to release it to the general public.

These uses often fall into a gap between:

- Personal projects
- Traditional commercial advertising

Sail was designed in part to help address these situations.

Not Every Commercial Use Is Advertising

Many people assume that if a company is involved, a full commercial advertising license is automatically required.

In reality, businesses create thousands of pieces of media that are never distributed broadly.

Examples include:

- Internal presentations
- Sales presentations
- Investor presentations
- Client pitches
- Product demonstrations
- Conference materials
- Training videos
- Concept videos
- Research presentations

The fact that a project has a commercial objective does not automatically make it a national advertising campaign.

Agency Pitches

One of the clearest examples is the agency pitch.

Advertising agencies frequently produce creative materials before a campaign has been approved.

Examples include:

- Spec commercials
- Concept videos
- Mood films
- Storyboards with music
- Creative treatments
- New business presentations

These materials are often shown only to:

- Agency teams
- Prospective clients
- Internal stakeholders

In many cases, the campaign itself does not yet exist.

Example

An agency is competing for a major automotive account.

The creative team develops a concept video using a song to communicate tone, pacing, and emotion.

The video is shown privately during the pitch process.

No public campaign has been launched.

No media buy exists.

No advertising inventory has been purchased.

This type of use may be well suited for Sail.

Mood Films

Mood films are commonly used throughout creative industries.

Their purpose is not distribution.

Their purpose is communication.

Examples include:

- Creative direction
- Brand identity
- Campaign exploration
- Product positioning
- Visual inspiration

Music is often central to these presentations.

Without music, much of the emotional context is lost.

Client Presentations

Creative agencies frequently present work to clients.

Examples include:

- Campaign concepts
- Brand strategies
- Video concepts
- Content plans

Music often helps communicate the intended emotional direction of the work.

The presentation itself may never be publicly distributed.

Investor Presentations

Startups and established companies increasingly use video in fundraising.

Examples include:

- Investor decks
- Product demonstrations
- Founder presentations
- Company overview videos

These materials may be shown to:

- Venture capital firms
- Private equity firms
- Strategic partners
- Corporate development teams

The audience is often limited and highly targeted

Example

A startup creates a three-minute video introducing its product.

The video is shown during fundraising meetings and investor events.

The company wants professionally licensed music rather than generic stock music.

This may be an appropriate Sail use case.

Internal Corporate Uses

Many companies create content that never leaves the organization.

Examples include:

- Executive presentations
- Employee meetings
- Training materials
- Corporate events
- Town halls
- Annual meetings

These projects frequently require music but are not intended for public distribution.

Conference Presentations

Conferences increasingly rely on video content.

Examples include:

- Opening videos
- Speaker introductions
- Highlight reels
- Event trailers
- Awards presentations

These projects are often event-specific and audience-specific.

The music is supporting the presentation rather than serving as a standalone commercial product.

Trade Shows and Industry Events

Companies regularly create media for:

- Trade shows
- Industry conferences
- Product showcases
- Customer events

The content may be displayed:

- On booths
- On screens
- During presentations
- During demonstrations

The audience is often limited to event attendees.

Product Demonstrations

Technology companies frequently produce videos demonstrating products.

Examples include:

- Software demonstrations
- Hardware launches
- Prototype showcases
- Feature walkthroughs

These videos may be used:

- Internally
- During sales meetings
- At conferences
- During fundraising

Brand Concept Development

Before a major campaign launches, brands often experiment with concepts.

Examples include:

- Campaign prototypes
- Creative testing
- Internal review materials
- Strategic presentations

At this stage:

- Distribution may be unknown
- Budgets may not be finalized
- Campaign approval may not exist

The project remains exploratory.

When Additional Rights May Be Needed

The key question is not:

"Is a company involved?"

The better question is:

"How is the music being used?"

A project may require additional review when it begins to involve:

- National advertising
- Large media buys
- Broadcast television
- Major streaming campaigns
- Extensive paid promotion
- Long-term commercial use

At that point, a broader licensing discussion may be appropriate.

The Agency-to-Campaign Path

One of the most common upgrade paths looks like this:

Stage 1 – Agency pitch.

↓

Stage 2 – Client approval.

↓

Stage 3 – Campaign development.

↓

Stage 4 – Commercial advertising launch.

Each stage represents a larger opportunity than the one before it.

Sail may be appropriate during the earlier stages.

A custom agreement may become appropriate as the campaign expands.

Why Rights Holders Often Like This Approach

Without a framework like Sail, many early-stage projects simply proceed without permission or avoid using the music entirely.

Sail creates an opportunity to:

- Establish permission
- Establish compensation
- Build relationships
- Create future licensing opportunities

A successful pitch today may become a much larger licensing opportunity tomorrow.

The Practical Reality

Much of modern business communication now includes video.

Video often includes music.

Many of those projects need a licensing solution that sits somewhere between:

No license —or— A major custom advertising agreement

Sail was created to help fill that gap.

A Helpful Rule

If the music is helping communicate an idea, concept, proposal, presentation, or project within a limited scope, Sail may be worth considering.

If the music becomes part of a large-scale commercial campaign reaching broad public audiences, it may be time to revisit the licensing discussion.

Social Media, Creators, YouTube, Podcasts, and Online Content

The internet has dramatically changed how music is used.

Today, creators publish videos, podcasts, livestreams, documentaries, educational content, reviews, tutorials, and storytelling projects to audiences around the world.

Many of these projects are far smaller than traditional television productions but still deserve a clear and professional licensing framework.

Sail can help bridge that gap.

The Creator Economy

Millions of people now create media professionally.

Examples include:

- YouTubers
- TikTok creators
- Instagram creators
- Twitch streamers
- Podcasters
- Journalists
- Educators
- Reviewers
- Documentary creators
- Independent media companies

Many of these creators produce work that falls somewhere between a personal project and a traditional media production.

Not Every Creator Is The Same

A common mistake is treating all online content as identical.

There is a substantial difference between:

Creator A: A filmmaker with 5,000 subscribers making a documentary.

— and —

Creator B: A creator running a global media business with millions of followers and substantial advertising revenue.

Both are creators.

Their licensing needs may be very different.

Documentary-Style Content

Many creators produce educational or documentary-style content.

Examples include:

- History videos
- Travel documentaries
- Investigative journalism
- Cultural analysis
- Educational content
- Interview series

These projects often resemble traditional documentaries more than traditional advertising.

Example

A creator produces a 20-minute documentary about independent musicians in Nashville.

The creator licenses a song through Sail.

The music appears in the documentary.

The documentary is uploaded to YouTube.

This is often the type of use Sail was designed to facilitate.

Educational Content

Educational creators frequently use music to improve storytelling and audience engagement.

Examples include:

- University channels
- Online courses
- Educational YouTube channels
- Science explainers
- Historical content

These projects may benefit from access to properly licensed music without requiring complex negotiations.

Independent Journalism

Journalists increasingly publish video content.

Examples include:

- News explainers

- Investigative reporting
- Interviews
- Feature stories
- Mini-documentaries

Music can be an important part of storytelling while remaining secondary to the underlying editorial content.

Podcasts

Podcast licensing can be more complicated because podcast formats vary significantly.

Examples include:

- Audio-only podcasts
- Video podcasts
- Documentary podcasts
- Interview shows

The suitability of Sail depends on the intended use and project structure.

Parties should carefully evaluate the specific circumstances of the project.

Creator Portfolio Projects

Many creators build:

- Demo reels
- Showreels
- Portfolio pieces
- Director reels
- Production samples

These projects are often limited in scope and intended to demonstrate professional capabilities rather than serve as standalone commercial products.

Monetization Does Not Automatically Change Everything

One of the most common misconceptions in online media is:

"The moment a creator earns money, everything becomes commercial advertising."

Reality is more nuanced.

Many projects generate some revenue while remaining fundamentally creative, editorial, educational, or documentary in nature.

Monetization alone does not necessarily determine whether Sail is appropriate.

The broader context matters.

Audience Size Matters

As projects grow, licensing considerations may change.

Examples include:

Small Audience

Niche channel
Specialized educational content
Limited distribution

— versus —

Massive Audience

Millions of subscribers
Significant advertising revenue
Major sponsorship relationships
Large-scale promotional activity

The larger and more commercially significant a project becomes, the more likely it is that the parties should revisit the licensing arrangement.

Sponsored Content

Sponsored content deserves special attention.

Examples include:

- Brand integrations
- Sponsored videos
- Paid endorsements
- Influencer campaigns

These situations often involve commercial relationships beyond ordinary content creation.

Parties should evaluate whether the intended use remains consistent with the scope of the Sail.

Paid Promotion

Many creators use paid promotion to expand reach.

Examples include:

- YouTube advertising
- Instagram advertising
- Facebook advertising
- TikTok promotion

If paid promotion is anticipated, the parties should carefully review the promotion provisions of the Sail and agree on an appropriate promotion cap.

Clear expectations at the beginning often prevent confusion later.

Livestreams

Livestreaming presents unique licensing considerations.

Examples include:

- Live broadcasts
- Recorded streams
- Archived streams
- Event livestreams

The suitability of Sail depends on the nature and scope of the project.

When in doubt, parties should discuss the intended use before proceeding.

Short-Form Content

Short-form content continues to grow rapidly.

Examples include:

- TikTok videos
- Instagram Reels
- YouTube Shorts
- Social clips

Some uses may fit comfortably within Sail.

Others may function more like advertising campaigns.

Context matters.

Viral Growth

One of the defining characteristics of internet content is unpredictability.

A creator may expect:

500 views

and receive:

5 million views

...overnight.

This does not necessarily mean anyone violated the agreement.

It simply means the project succeeded beyond expectations.

What If A Video Goes Viral?

The answer is generally simple: Do not panic.

A viral outcome does not automatically invalidate the original agreement.

However, if the success leads to:

- substantial commercialization
- major sponsorships
- advertising campaigns
- new distribution opportunities

the parties should consider whether additional discussions are appropriate.

Music Should Not Become The Product

A useful principle for evaluating many creator uses is:

Is the music supporting the content?

— or —

Is the music becoming the product?

Examples:

Supporting the Content

Documentary

Educational video

Interview

Storytelling project

These are often strong Sail candidates.

Becoming the Product

Music-focused commercial distribution

Standalone music distribution

Soundtrack releases

Music products

These situations often require additional consideration.

The Goal

Sail is intended to help creators obtain permission rather than operate in uncertainty.

Creators deserve a practical path to licensing.

Rights holders deserve clear documentation and control.

A well-structured Sail can provide both.

A Practical Rule

When evaluating online content, ask:

Is the music helping tell the story?

— or —

Is the music itself becoming the commercial product?

That question often provides a useful starting point for determining whether Sail may be appropriate.

Frequently Asked Questions

General Questions

What is Sail?

Sail (Simple Agreement for Instant License) is a standardized music synchronization licensing agreement developed by MusicAtlas.

It is designed to help rights holders and content creators quickly document certain limited-use music licenses using a common framework rather than negotiating a custom agreement from scratch every time.

Who created Sail?

Sail was developed by MusicAtlas based on real-world licensing discussions involving filmmakers, agencies, artists, labels, publishers, rights holders, music supervisors, licensing professionals, and legal counsel.

Is Sail an official industry standard?

No.

Sail is an open licensing framework created by MusicAtlas.

Anyone may choose whether or not to use it.

Our goal is to make limited-use licensing simpler, faster, and more accessible.

Is Sail legally binding?

When properly completed and signed by the parties, Sail is intended to function as a legally binding contract.

Parties should consult their own legal counsel regarding specific transactions.

Do I need a lawyer to use Sail?

Not necessarily.

Many parties may be comfortable using Sail without legal review.

However, MusicAtlas strongly recommends consulting qualified legal counsel whenever significant rights, money, risk, or uncertainty are involved.

Is Sail free to use?

Yes. MusicAtlas makes Sail available at no cost.

Should I modify Sail?

Generally, no.

Sail is designed to function as a standardized licensing framework. When additional rights, obligations, approvals, deliverables, or special business terms are needed, the parties should generally document those items in a **separate side letter**, addendum, or companion agreement rather than altering the core Sail language.

Examples may include:

- Album artwork rights
- Poster artwork rights
- Artist appearance obligations
- Premiere participation
- Soundtrack album rights
- Merchandising rights
- Custom approval requirements

Parties remain free to modify Sail if they choose, but preserving the standardized framework often makes future administration and interpretation easier.

What is a side letter?

A side letter is a separate agreement that addresses rights, obligations, approvals, or business terms that fall outside the standard Sail framework.

The Sail remains the primary music synchronization license, while the side letter addresses the additional arrangements.

Examples include:

- Use of album artwork
- Use of artist photographs
- Soundtrack release participation
- Festival attendance commitments
- Custom credit requirements
- Merchandising rights
- Marketing collaboration obligations

Using a side letter allows parties to preserve the simplicity of Sail while documenting project-specific arrangements separately.

Why was Sail created?

Many music licensing transactions fall into a gap:

- Too important to proceed without a written agreement
- Too small to justify extensive legal negotiations

Sail was designed to help address that gap.

Rights Holder Questions

Who can license music using Sail?

Only parties with the legal authority to grant the rights selected in the agreement.

Can an independent artist use Sail?

Yes.

Can a record label use Sail?

Yes. Independent labels, major labels, and catalog owners may all use Sail when appropriate.

Can a music publisher use Sail?

Yes. Publishers may use Sail when licensing publishing rights they control.

Can a company that controls both master and publishing rights use Sail?

Yes. In many situations this is one of the simplest Sail use cases.

Can multiple rights holders participate?

Yes. The parties should ensure all necessary rights are properly cleared.

Can I use Sail if I only control the master recording?

Yes. Sail allows rights holders to specify which rights are being granted.

Can I use Sail if I only control publishing rights?

Yes.

Can I license only a portion of a song?

Generally no. You should only grant rights you actually control.

What if there are multiple songwriters?

Each relevant publishing interest may need to be licensed separately unless one party controls all necessary publishing rights.

What if there are multiple master owners?

The same principle applies. Necessary rights should be obtained from all relevant owners.

Filmmaker Questions

Is Sail appropriate for short films?

Often, yes.

Is Sail appropriate for feature films?

Potentially. The key question is whether the intended use falls within the scope of the specific Sail.

Can Sail be used for student films?

Yes. Student films are one of the most common potential use cases.

Can Sail be used for festival submissions?

Yes. Festival use is specifically contemplated.

Can Sail be used for film school projects?

Yes.

Can Sail be used for independent documentaries?

Frequently, yes.

Can Sail be used before distribution is secured?

Yes. This is often one of its primary purposes.

What happens if my film gets picked up by a distributor?

The parties should review the scope of the Sail and determine whether additional licensing is required.

What happens if Netflix wants my film?

Congratulations. You should revisit your music licensing arrangements before entering distribution agreements.

What happens if my project exceeds the original scope?

Additional rights may need to be negotiated.

Agency Questions

Can advertising agencies use Sail?

Yes. This may be one of the most important use cases.

Can agencies use Sail for pitches, concepts, presentations, proposals, creative testing, and internal strategy work?

Often yes. These are among the most common use cases for Sail. Examples may include: New business pitches, Concept videos, Client presentations, Internal creative reviews, Strategy presentations, Mood films, and Speculative campaign development

Can agencies use Sail for commercial advertising campaigns?

Not automatically. Commercial advertising campaigns often require broader licensing discussions.

What if a pitch becomes an actual campaign?

The parties should revisit the licensing arrangement and determine whether expanded rights are required.

What if the client approves the concept?

That may trigger the need for additional licensing depending on the intended use.

Creator Questions

Can creators, educators, journalists, nonprofits, museums, and other organizations use Sail?

Potentially, yes. The key consideration is not who is creating the project but how the music will be used and whether the intended use falls within the scope of the agreement.

Can creators monetize content licensed through Sail?

Possibly. The specific facts and agreement terms matter.

What if my video goes viral?

A successful project does not automatically invalidate the original agreement. However, substantial commercialization may justify additional discussions.

What if I gain one million subscribers?

Congratulations. The answer depends on how the music is being used and whether the project remains within the agreed scope.

Music Usage Questions

Can I release the song as a soundtrack?

No. Soundtrack rights generally require separate permission.

Can I release the song on Spotify?

No.

Can I sell the song separately?

No.

Can I distribute the music by itself?

No.

Can I sample the music?

Not unless specifically authorized.

Can I create a remix?

Not unless specifically authorized.

Can I create a derivative work?

Not unless specifically authorized.

Can I edit the music for timing purposes?

Often yes, provided the agreement permits synchronization within the project.

Can I loop the music?

Potentially. The parties should clarify expectations when necessary.

Can I use only part of the song?

Often yes.

Can I use multiple songs under one Sail?

Potentially. The parties should clearly identify all licensed works.

Social Media Questions

Can I post the project on YouTube?

Often yes.

Can I post the project on Vimeo?

Often yes.

Can I post the project on Instagram?

Often yes.

Can I post the project on TikTok?

Often yes.

Can I post the project on LinkedIn?

Often yes.

Can I post the project on Facebook?

Often yes.

Can I promote the project on social media?

Potentially, depending on the terms of the agreement.

Can I run paid ads promoting the project?

Only if the agreement permits it.

What is a promotion cap?

A promotion cap establishes a maximum advertising spend authorized under the agreement.

AI Questions

Can AI-generated music be licensed through Sail?

Potentially, if the rights holder has authority to grant the necessary rights.

Does Sail guarantee ownership of AI-generated music?

No. Ownership questions must be evaluated separately.

Can AI-assisted music be licensed through Sail?

Potentially.

Does Sail address AI training rights?

No.

Does Sail authorize machine learning training?

No. Not unless expressly stated.

Business Questions

Why not just negotiate a custom agreement?

You can. Sail simply provides a faster starting point.

Is Sail intended to replace lawyers?

No.

Is Sail intended to replace custom licensing deals?

No.

Does Sail work for every situation?

No.

When should I not use Sail?

When the project requires rights beyond the scope contemplated by the agreement.

What is the most important question to ask?

A useful starting point is:

Is the music supporting the project, or is the music becoming the product?

That distinction often helps determine whether Sail may be appropriate.

Advanced FAQ

Distribution & Commercial Expansion

My film was licensed under Sail and was later acquired by a distributor. What happens?

The parties should review the scope of the original Sail license.

Depending on the acquisition and planned distribution strategy, additional rights may need to be negotiated.

My project was accepted by a streaming platform. Is Sail still sufficient?

Possibly. The answer depends on the specific rights granted, the platform, the territory, and the nature of the distribution.

My project was picked up by a television network. Is Sail enough?

Usually this should trigger a review of the licensing arrangement. Broadcast uses are often handled separately from limited-use licenses.

My project was purchased by a studio. What should I do?

The acquiring party will typically conduct rights review and may request expanded licenses or replacement documentation.

Can Sail be used for theatrical releases?

Generally Sail is intended for limited-use licensing situations. Wide theatrical distribution often requires broader licensing arrangements.

Can Sail be used for airline distribution?

This should generally be evaluated separately.

Can Sail be used for hotel or hospitality distribution?

Potentially, depending on the scope of use.

Can Sail be used for in-flight entertainment systems?

Additional licensing review is usually recommended.

Production Company Questions

Can production companies use Sail?

Yes. Production companies may use Sail when the intended use falls within the agreement's scope.

Can large production companies use Sail?

Yes. Sail is not limited to independent productions. The suitability depends on the use case, not the size of the organization.

Can studios use Sail?

Potentially. Many early-stage projects may fit Sail's intended purpose even when produced by larger organizations.

Can development teams use Sail before financing is secured?

Often yes.

Can Sail be used during project development?

Frequently. This is one of the most common use cases.

Can Sail be used for pitch decks and development materials?

Often yes.

Music Supervisor Questions

Can music supervisors use Sail?

Yes. Music supervisors may use Sail when facilitating transactions that fit within the framework.

Can a supervisor negotiate additional terms?

Yes. Parties may negotiate additional rights, obligations, approvals, or business terms as needed.

Can a supervisor modify the Sail form?

Parties may modify Sail if they choose. However, MusicAtlas generally recommends preserving the core Sail framework and documenting project-specific arrangements through separate side letters, addenda, or companion agreements whenever practical.

Why use a side letter instead of modifying Sail?

Keeping the core Sail document consistent helps preserve clarity, portability, and ease of administration across projects. Additional arrangements can often be addressed separately without altering the underlying synchronization license.

What types of issues are commonly handled through side letters?

Examples may include:

- Album artwork rights
- Artist photographs
- Premiere participation
- Custom approval rights
- Marketing obligations
- Merchandising rights
- Soundtrack album rights
- Other project-specific arrangements outside the standard Sail framework

Can supervisors use Sail as a temporary bridge agreement?

Often, yes. Many projects begin with a Sail and later evolve into broader licensing discussions as distribution, financing, advertising, or commercial opportunities emerge. Additional rights or project-specific arrangements can generally be documented through separate side letters or companion agreements while preserving the underlying Sail framework.

Label & Publisher Questions

Can a major label use Sail?

Yes. The size of the rights holder does not determine whether Sail is appropriate.

Can a major publisher use Sail?

Yes.

Can catalog acquisition companies use Sail?

Potentially.

Can private equity-owned catalogs use Sail?

Yes.

Can catalog managers use Sail?

Potentially, if they possess authority to grant the relevant rights.

Does Sail require ownership of the copyright?

No. It requires authority to grant the rights being licensed.

Advertising & Brand Questions

Can Sail be used for speculative advertising concepts?

Often yes.

Can Sail be used before a brand approves a campaign?

Often yes.

Can Sail be used for internal brand presentations?

Frequently.

Can Sail be used for agency pitch reels?

Frequently.

Can Sail be used for mood films?

Frequently.

Can Sail be used for creative concepts presented to clients?

Frequently.

Can Sail be used for consumer-facing advertising campaigns?

Not automatically. Those situations often require broader licensing discussions.

Can Sail be used for national advertising?

Generally this should be reviewed carefully.

Can Sail be used for Super Bowl commercials?

Probably not the intended use case.

Can Sail be used for political campaigns?

The parties should specifically evaluate the intended use before proceeding.

Corporate & Internal Communications

Can corporations use Sail?

Yes.

Can companies use Sail for internal videos?

Often yes.

Can companies use Sail for investor presentations?

Often yes.

Can companies use Sail for board presentations?

Often yes.

Can companies use Sail for conference presentations?

Often yes.

Can companies use Sail for recruiting videos?

Potentially.

Can companies use Sail for internal training materials?

Potentially.

Can companies use Sail for employee communications?

Potentially.

Educational Questions

Can universities use Sail?

Potentially.

Can schools use Sail?

Potentially.

Can professors use Sail in educational projects?

Potentially.

Can student organizations use Sail?

Potentially.

Can research institutions use Sail?

Potentially.

Can museums use Sail?

Potentially.

Can libraries use Sail?

Potentially.

Government & Nonprofit Questions

Can nonprofits use Sail?

Potentially.

Can charities use Sail?

Potentially.

Can government agencies use Sail?

Potentially.

Can public institutions use Sail?

Potentially.

Are there special requirements for government projects?

Possibly. The parties should evaluate applicable procurement and contracting requirements.

International Questions

Can Sail be used outside the United States?

Potentially.

Is Sail governed by international copyright law?

No. Copyright laws vary by jurisdiction.

Can Sail be translated into other languages?

Yes. However, legal review is recommended.

Does Sail work in every country?

Not necessarily. Local laws may affect enforceability and interpretation.

Should parties consult local counsel?

Yes. Especially for cross-border transactions.

Rights & Ownership Questions

Does Sail transfer ownership of the music?

No. Sail is a license agreement. Ownership remains with the rights holder unless otherwise agreed.

Does Sail assign copyright?

No.

Does Sail create a work-for-hire relationship?

No.

Does Sail grant trademark rights?

No.

Does Sail grant merchandising rights?

No.

Does Sail grant sequel rights?

No.

Does Sail grant remake rights?

No.

Does Sail grant franchise rights?

No.

Does Sail grant soundtrack album rights?

No.

Collecting Societies & PROs

Does Sail replace ASCAP, BMI, SESAC, PRS, SOCAN, or other collecting societies?

No.

Does Sail affect performance royalties?

The parties should review the agreement and applicable collecting society rules.

Does Sail waive public performance rights?

Only if expressly addressed in the agreement.

Does Sail affect neighboring rights?

Not automatically.

Does Sail affect mechanical royalties?

Not automatically.

Chain of Title Questions

Does Sail guarantee that a rights holder actually owns the music?

No.

Should licensees verify ownership?

Yes.

What if ownership information later proves incorrect?

The parties should consult legal counsel.

Should artists confirm they control both master and publishing rights?

Absolutely.

What if a songwriter later claims ownership?

The dispute must be resolved between the relevant parties.

Business & Legal Risk Questions

Does Sail eliminate legal risk?

No.

Does Sail guarantee that a project will never face copyright claims?

No.

Does Sail guarantee that a distributor will accept the agreement?

No.

Does Sail guarantee E&O insurance approval?

No.

Should parties maintain records?

Yes. Executed agreements should be retained indefinitely.

Should parties keep proof of payment?

Yes.

Should parties keep copies of emails and approvals?

Yes.

Future Versions

Will Sail evolve over time?

Yes. Music licensing continues to evolve and future versions may incorporate additional use cases and feedback.

Will older versions remain valid?

Generally yes, assuming they were properly executed.

Can parties continue using earlier versions?

Yes, although MusicAtlas may recommend newer versions.

How can I stay informed about updates?

Visit the Sail documents page periodically for new versions, user guides, and related resources.