

COMPOSER AGREEMENT

This Agreement is made this ____ day of 20__, by and between _____ (hereinafter referred to as "Producer") to confirm the mutual agreement whereby Producer has engaged _____ (hereinafter referred to as "Composer") an am employee for hire to render certain services and to furnish a complete and original musical score (hereinafter referred to as the "work") for the motion picture tentatively entitled _____ (hereinafter referred to as the "Picture").

1. Producer hereby employs the Composer to render his services to the Producer as specified in connection with the Picture commencing on the date hereof, which is sometimes referred to as the "starting date".
2. Producer agrees to pay the Composer as full compensation for all of the services required of him/her in connection with the Picture and for all of the rights granted by the Composer, upon condition that the Composer shall fully and faithfully perform all of the services required of him/her hereunder, the sum of _____ Dollars (\$____) which shall be deferred and paid pro rata with all similar deferments of compensation, provided that, and at the time that, the full feature length Picture recoups its negative costs and has been nationally released to theaters or on TV or video. Producer shall have the right to deduct and withhold from the compensation payable hereunder the amounts required to be deducted and withheld by Producer pursuant to any present or future law or governmental or judicial order.
3. composer agrees, unless excused by the Producer, to report at the office of the Producer, or elsewhere as it may designate, at such time or times as Producer may designate during the term hereof and to render Composer's services for the Producer during the term in accordance with the terms and provisions hereof.
4. (a) Producer hereby employs the Composer:
 - (i) To write, compose, arrange, orchestrate, prepare and submit to the Producer, and if requested by the Producer, to collaborate with others in the writing, composition, orchestration, preparation and submission of music suitable for use as the complete background score for the Picture as well as any trailers used to advertise the Picture;
 - (ii) To conduct an orchestra, band or solo performance as specified by Producer on a date or dates to be specified by Producer in the rehearsal, performance and recording of the Work in synchronism and timed in relation with the Picture;
 - (iii) To supervise music editing and dubbing of the recording of the Work in connection with the Picture, including changes or modifications reasonably required by Producer;
 - (iv) To deliver the Work to Producer in the form of one (1) copy of the conductor's part, two (2) copies each of all lead sheets for the original music and for the arrangements, cues, bridges and derivatives of the Work, and ten (10) music cue sheets, which cue sheets shall set forth the nature, extent and exact timing of the uses made of the

Work in the Picture, and such other information as is customarily included in music cue sheets of motion pictures.

(b) Composer acknowledges that the Producer's total budget for all of the services to be rendered hereunder, including but not limited to, the compensation payable to Composer, any and all compensation and fees payable to musicians in connection with the Work, and the preparation, rehearsal, performance, recording and synchronization thereof, any other costs incurred in connection with such preparation, the costs of studio rental in connection with the rehearsal, performance and recording of the Work, and any fees payable to any guild or union as a result of any of the above, is _____ Dollars (\$_____). Composer agrees to use his best efforts to insure that the actual costs incurred in connection with Composer's services do not exceed such budget. Composer's compensation shall include payments for all arrangers, orchestrator, copyists and librarians required, to the extent Composer does not perform such services himself.

5. The term of this Agreement, and the time during which the Producer shall be entitled to the services of the Composer, shall commence upon the starting date and shall continue until completion of all services required by the Producer, including any services required in connection with changes or modifications during the recording and dubbing of the Work; provide that the Producer shall have the right and option to terminate this Agreement immediately and any and all obligations to the Composer if, in the absence of delay caused by the Producer, Composer fails to do any of the following:

(a) Complete and deliver the Work not later than _____;

(b) Complete all services hereunder not later than _____;

(c) Render services in connection with any added scenes, changes, additional sound recordings or any retakes of any portion of the Picture, upon Producer's request, at such times and places as Producer shall designate without any additional compensation, unless Composer is unable to do so because of a then existing exclusive service agreement with another person, which shall be shown to Producer.

6. The parties agree that the services agree to be rendered by the Composer are of a special, unique, unusual, extraordinary and intellectual character involving skill of the highest order, giving them peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law.

7. The Composer shall render his services exclusively hereunder during the term.

8. The Composer grants to the Producer the perpetual right to use and license others to use his name and reproductions of his likeness and voice in connection with any services that the Composer may perform pursuant to the provision hereof and in advertising or exploiting the Picture, or the Producer or its products.

9. The Composer agrees that the Producer may perpetually use or authorize others to use any of the rights herein granted for commercial advertising or publicity in connection with any product, commodity or service manufactured, distributed or offered by the producer or others, provided such advertising refers to the Picture, or to the Composer's employment by Producer. The Composer shall not in such advertising or publicity be

represented as using, consuming or endorsing any such product, commodity or service without his written consent.

10. (a) The Composer hereby warrants that all material written, composed, prepared or submitted by him during the term hereof or any extensions, shall be wholly original with Composer and shall not be copies in whole or part from any other work, except that submitted to Composer by the Producer as a basis for such material. The Composer further warrants that said material will not infringe upon the copyright, literary, dramatic or photoplay rights of any person. Composer warrants and agrees to indemnify and hold harmless Producer and its successors and assigns, from and against any claim, demand, damage, debt, liability, account, reckoning, obligation, cost, expense, liens, action and cause of action (including attorneys' fees) based on, or in connection with, or arising out of any breach or failure of any of Composer's warranties, representations or covenants.

(b) The Composer further agrees that all the material s/he may write, compose, prepare or submit during the term, or any extension, shall be the sole property of the Producer and that all of the material shall be written, composed, prepared and submitted by him as the employee of the Producer, and not otherwise, and that the Producer shall be the author and first proprietor of the copyright thereof, and that the Composer shall have the right to obtain copyrights thereof, and that the Composer shall have the right to obtain copyrights, patents and/or other protection therefore. The Composer further agrees to execute, verify, acknowledge, and deliver any and all documents which the Producer shall deem necessary or advisable to evidence, establish, maintain, protect, enforce or defend its rights and/or title in or to the material or any part. Producer shall have the right but not the duty, to use, adapt, edit, add to, subtract from, arrange, rearrange, revise and change the material or any part, and to combine the same with other works of the Composer or of other persons, and to vend, copy, publish, reproduce, record, transmit, broadcast by radio or TV, perform, photograph with or without sound, including spoken works, dialogue and/or music synchronously recorded, and to communicate the same by any means now known or hereafter devised, either publicly and for profit, or otherwise.

(c) Producer, its successors and assigns, shall in addition to the Composer's services to entitled to and own in perpetuity, solely and exclusively, all of the results and proceeds of said services and material, including all rights throughout the work of production by any art or method, whether now known or hereafter devised, and whether such results and proceeds consist of literary, dramatic, musical motion picture, mechanical, or any other form or work, theme, idea, composition, creation or product. The Composer will at the request of Producer execute and deliver to the Producer such assignments or other instruments as the Producer may from time to time deem necessary or desirable to evidence, establish, maintain, protect, enforce or defend its rights to title in or to any such material. The Composer hereby appoints the Producer the true and lawful attorney-in-fact of the Composer irrevocably to execute, verify, acknowledge and deliver any and all such instruments or documents which the Composer shall fail or refuse to execute, verify, acknowledge or deliver.

11. Notwithstanding anything to the contrary contained in this Agreement, Producer, its lessees, licensees and all other persons permitted by Producer to distribute, exhibit or

exploit any picture in connection with which any material written, prepared or composed by Composer hereunder is used, shall have the free and unrestricted right to use any such material and to make mechanical reproductions thereof without the payment of any sums whatsoever, and in no even shall composer be permitted or entitled to participate in any rentals or other forms of royalty received by Producer, its lessees, licensees, or any other persons permitted by Producer to use any such material or mechanical reproductions thereof in connection with the exhibition, distribution, exploitation or advertising of any present or future kind of motion picture, nor shall Producer be obligated to account to Composer for any sums received by Producer from any other person from the sale or licensing or other disposition of any material written, created, or composed by Composer hereunder in connection with the exhibition, distribution, exploitation or advertising of any motion picture. without limited the generality of the foregoing, Composer shall not be entitled to any portion of any synchronization fee by reason of the use of the material or any portion thereof in motion pictures produced by Producer or by any of its subsidiaries, affiliates or related companies.

12. Provided Composer fully and satisfactorily renders his services pursuant to the terms and conditions of this Agreement, and that all of the original music contained in the Picture as released is the product of Composer's services, Producer shall accord Composer billing on a separate card by the phrase, "MUSIC BY _____" or a phrase substantially similar on the positive prints of the Picture. Except as set forth in the preceding sentence, all other matters pertaining to billing shall be determined in Producer's sole discretion. No casual or inadvertent failure of Producer or others to comply with the provisions of this paragraph shall constitute a breach by Producer of this Agreement.

13. Composer acknowledges and agrees that Producer shall have the final decision in matters of artistic taste or judgment.

14. (a) If Composer at any time breaches any term or provision or warranty of this Agreement or at any time is unable, fails, neglects, or refuses to perform any or all of the obligations hereunder (hereinafter referred to as "default") or in the event of incapacity of Composer, Producer may, at its option, suspend Composer or terminate this Agreement and the Composer's employment at any time during the continuance of the period of incapacity or default, as the case may be. During any period of suspension, no compensation shall accrue to Composer. "Incapacity" shall mean any physical, mental, or other disability materially rendering Composer incapable of fully performing all services required of Composer under this Agreement.

(b) In the event Producer is prevented from or materially hampered in filming, developing, distributing, exhibiting, broadcasting, transmitting or otherwise disposing of the Picture by reason of any governmental law or order or other regulation, or by reason of fire, strike, act of God or public enemy or by reason of any other cause, thing, or occurrence not within the control of Producer or any other "force majeure" events, Producer shall have the right to suspend the running of this Agreement or to terminate this Agreement.

(c) The remedies herein provided shall be deemed cumulative and the exercise of one shall not preclude the exercise of any other.

(d) Composer's sole remedy for any breach hereof shall be an action at law for damages, if any. In no event shall Composer have the right to rescind this Agreement or any of the rights granted hereunder nor to seek or obtain injunctive or other equitable relief restraining or enjoining the production, exhibition or exploitation of any motion pictures based upon or utilizing any portion of the Work.

15. Nothing contained in this Agreement shall be deemed to require Producer or its assigns to publish, record, reproduce, or otherwise use the Work or any part thereof, whether in connection with the Picture or otherwise; and Composer hereby releases the Producer from any liability for any loss or damage Composer may suffer by reason of Producer's failure to use the Work. Payment of the compensation at the time set forth in Section 2 above, shall fully discharge Producer of all its obligations hereunder.

16. No waiver by either party of any failure by the other party to keep or perform any covenant or condition of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same, or any other covenant or condition.

17. (a) Producer shall have and is hereby granted the complete control of the publication of all or any of the musical material written by Composer hereunder. Producer agrees, however, that in the event it published the musical material or causes the musical material to be published by a third party publisher, Producer shall pay, or its agreement for the publication of such musical material shall require the publisher to pay directly to the Composer, an amount of royalty with respect to such musical material as set forth in the attached Exhibit A (it being understood that the term "Publisher" as used in the Exhibit means the Producer or third party publisher, as the case may be, the term "Composer" means the Composer and the term "composition" means the musical material written by Composer or any part thereof.

(b) No royalties shall be payable to Composer on professional or complimentary copies distributed free or at cost for advertising, promotional, sales or exploitation purposes. No royalties shall be payable on consigned copies unless paid for and an accounting can properly be made. Composer shall receive public performing royalties throughout the world directly from Composer's Performing Rights Society and shall have no claim whatsoever against the Producer or publisher for any monies received by the Producer or publisher from any Performing Rights Society which makes payment directly (or indirectly other than through the publisher) to writers, authors and composers.

(c) Except as herein provided, no other royalties or monies shall be paid to Composer. In no event shall Composer be entitled to share in any advance payments, guarantee payments or minimum royalty payments which the Producer or any third party publisher may receive in connection with any subpublishing agreement, collection agreement, licensing agreement or other agreement covering the musical material.

(d) Notwithstanding the foregoing, in the event the Producer causes lyrics to be written for any of the musical material written and composed by the Composer hereunder, and causes the same to be published as a song, then the above state royalty payments in connection with such song shall be one-half (1/2) of the sums set forth above.

(e) Producer, its successors and assigns, shall have the right but not the obligation to make, distribute, sell and otherwise exploit commercial phonograph records (or their

equivalent all referred to as “records” recorded directly for the soundtrack of the Picture or any subsequent motion picture, or recorded for Record purposes, embodying all or any part of the material written by Composer hereunder. In connection with any such phonograph record, and in connection with any other Record which may embody any of the material written by Composer hereunder, Composer shall receive mechanical royalties by virtue of Composer’s services as a Composer as set forth in this Agreement.

18. Except as provided to the contrary herein, within one hundred twenty (120) days after June 30 and December 31 of each year, Producer or the publisher, will prepare and furnish semi-annual statements to Composer, accompanied by any payments due. Producer or the publisher shall have the right to retain a reserve against returns. Composer shall notify the Producer or the publisher in writing of any specific objections to any statement one (1) year after the mailing of that statement. Any objection or dispute of any statement is barred unless such objection is received within the one year period. Composer at Composer’s expense, may have a CPA examine the Producer’s or the publisher’s books as they concern the accuracy of the statements, once a year, upon thirty days written notice, at Producer’s or publisher’s regular place of business, and such books may only be examined once.

19. If Producer exercises its right hereunder to make, distribute and sell, or authorize others to make, distribute and sell, commercial Records embodying the material for the Picture and if such Records contain composer’s actual performances, they shall pay or cause to be paid to Composer the royalty set forth in the attached Exhibit B (it being understood that the term “record company” as used in Exhibit B means the Producer or its successors or assigns).

20. Neither the expiration of the Agreement nor any other termination shall affect the ownership by the Producer of the results and proceeds of the services rendered by the Composer according to the terms and provisions of this Agreement, or alter any rights or privileges of the Producer, or any warranty or undertaking on the part of the Composer in connection with such results and proceeds.

21. This Agreement, at Producer’s election, shall inure to the benefit of its successors, assigns, licensees, grantees, and associated, affiliated and subsidiary companies, and Composer agrees that Producer and any subsequent assignee may freely assign this Agreement and grant the rights obtained hereunder, or loan or furnish Composer’s services, in whole or in part, to any person, firm or corporation.

22. This Agreement shall replace and supersede all previous arrangements, understanding, representations, or agreements, either oral or written, regarding the subject matter hereof and expresses the entire agreement between Composer and Producer with reference to the terms and conditions for the rendition of Composer’s services for Producer in connection with the Picture.

23. All notices from Producer to Composer in connection with this Agreement may be given in writing at the address given below by first class mail or at Producer’s option such

notice may be delivered to Composer personally, either orally or in writing. Terminations shall be confirmed in writing. Any notice from Composer to Producer shall be in writing and mailed to the address set forth below. Unless otherwise expressly provided, the date of mailing or personal delivery shall be deemed to be the date of service of such notice.

24. This Agreement shall be construed in accordance with the laws of the State of ____ applicable to agreements which are executed and fully performed within the State. Composer consents to personal jurisdiction within the State of ____.

25. If any provisions of this Agreement is found to be invalid or illegal such provision shall be curtailed, limited or eliminated to the extent necessary to remove such invalidity or illegality and so modified this Agreement shall continue in full force and effect.

26. Producer may take such action as it deems necessary, either in its own name or in Composer's name, against any person to protect the rights and interest acquired by Producer. Composer will cooperate fully with Producer in any such controversy or litigation. Producer shall have the right, in its absolute discretion, to institute or defend any action, to settle, compromise, or satisfy, or in any other matter dispose of any matter. If a claim is presented against Producer in respect to the Work or Composer's warranties, pending the final adjudication or settlement of such claim, Producer may withhold any royalties due Composer from this or any other Agreement between Producer and Composer, sufficient, in the opinion of the Producer, to reimburse Producer for any contemplated damages, including court costs and attorney's fees.

27. Composer shall at all times indemnify Producer, its successors, and assigns, and licensees, from and against any and all claims, demands, causes of action, costs, expenses, losses, damages, judgments and attorney's fees arising out of or resulting from any breach by Composer of any of Composer's representation, warranties or agreements hereunder and Producer may deduct such sums from Composer's royalties.

By signing in the spaces below, Composer and Producer accept and agree to all of the terms and conditions of this Agreement.

By: _____
Producer

Composer: _____
Address: _____

Phone #: _____
SSN: _____

Signature: _____

COMPOSER AGREEMENT EXHIBIT A
MUSIC PUBLISHING ROYALTIES

1. (a) ___ (\$.) per copy for each piano copy of the Composition and for each dance orchestration of the Composition printed, published, and sold in the United States and Canada by Publisher or its licensees, for which payments have been received by Publisher, after deduction of returns.

(b) ___ percent (%) of the wholesale selling price upon each printed copy of each other arrangement and edition of the Composition printed, published and sold in the United States and Canada by Publisher or its licensees, for which Payment has been received, after deduction of returns, except that in the event the Composition shall be used or caused to be used, in whole or part, in conjunction with one or more other compositions in a folio, album or other publication, Composer shall be entitled to receive that proportion of such royalty which the Composition shall bear to the total number of compositions contained in such folio, album or other publication for which royalties are payable.

(c) ___ percent (%) of any and all net sums actually received (less any costs for collection) by Publisher in the United States and Canada by licensees of Publisher or mechanical rights, electrical transcription and reproducing rights, motion picture and television synchronization rights and all other rights (excepting printing and public performing rights) in the Composition, whether or not such licensees are affiliated with, owned in whole or in part by, or controlled by Publisher.

(d) Composer shall receive his public performance royalties throughout the world directly from his affiliated performance rights society and shall have no claim whatsoever against Publisher for any royalties received by Publisher from any performing rights society which makes payment directly (or indirectly other than through Publisher) to writers, authors and composers.

(e) ___ percent (___%) of any and all net sums, after deduction of foreign taxes, actually received (less any costs for collection) by Publisher in the United States from sales, licenses, and other uses of the Composition in countries outside of the United States and Canada (other than the public performance royalties as mentioned above) from collection agents, licensees, subpublishers or others, whether or not same are affiliated with, owned in whole or partly by, or controlled by Publisher.

(f) Publisher shall not be required to pay any royalty on professional or complementary copies of the Composition which are distributed free or at cost, for advertising, promotional or exploitation purposes. No royalties shall be payable to Composer on consigned copies of the Composition unless paid for, and proper accounting made.

**COMPOSER AGREEMENT EXHIBIT B
RECORD ROYALTIES**

1. (a) A royalty rate of ___ percent (___%), for the first fifty thousand units (50,000) and ___ percent (___%) thereafter, of the suggested retail list price from time to time, on all sales in the United States of records in the form of discs and on the record company's sales in the U.S. of records in the form of prerecorded tapes, cartridges or other recorded devices.

(b) In the event of sale records outside the U.S., the royalty rate shall be one-half of the royalty in Section (a) above, and shall be based upon the suggested retail list price of such records in the country of manufacture, the U.S., England or the country of sale, as the record company to which the list price so selected applies and shall be credited to Composer's royalty account at the same rate of exchange as the record company is paid.

(c) Notwithstanding anything to the contrary, the foregoing royalty on records sold in the U.S. through any direct mail or mail order distribution method, including, without limitation, record clubs, shall be either one-half (1/2) of the royalty provided for in Section (a) above, or one-half (1/2) of the royalty which the record company shall received from any licensee, whichever is less, and the royalty rate on records sold outside of the U.S. through any such direct mail distribution shall be one-half (1/2) of the royalty rate provided for in Section (b) above and shall be based upon the price to the club members or direct mail purchasers.

(d) No royalties shall be payable on records furnished as free or bonus records to any members, applicant or other participants in any record club or as free or bonus records to purchasers through any direct mail distribution method, on records distributed for promotional or review purposes, on records sold for scrap or as "cut-outs" or on records shipped on a no-charge basis or sold at less than fifty percent (50%) of the record company's regular wholesale price. The royalty rate on records sold for use as premiums or promotional merchandise or sold for use as premiums or promotional merchandise or sold on "budget" or low-price label shall be one-half (1/2) of the otherwise applicable royalty rate provided fro above and shall be based upon the price received by the record company for such records.

(e) Any discounts granted to the record company to its customers may be applied by the record company, proportionately, in computing the royalties payable hereunder.

(f) Notwithstanding anything to the contrary:

(i) For the purposes of computing royalties, may excise, sales or compatible or similar taxes shall be excluded from the price;

(ii) For the purposes of computing royalties, there shall be excluded from the suggested retail price, for packaging charges, and amount equal to ___ percent (___%) for single fold jackets, ___ (___%) for double fold album jackets and cassette tapes, and (___%) for cassette tapes with special elements and CDs and DAT and other formats;

(iii) Royalties shall be computed and paid upon ___ percent (___%) f sales (less returns) for which payment has been received, except that royalties with respect to record club sales shall be computed and paid upon ___ percent (___%) of sales (less returns) for which payment has been received.

(g) No royalties shall be payable to Composer on same by any of the record company's licensees until payment on such sales has been received by the record company. In the event the record company shall not receive payment in the U.S. in U.S. dollars from

any foreign licensee and shall accept payment in foreign currency, the record company may deposit to Composer's credit (and at Composer's expense) in such foreign currency, in a depository selected by the Composer, any payments so received as royalties applicable to this Agreement which are then payable to Composer, and the record company shall notify Composer Thereof promptly. Such deposit shall fulfill the record company's obligations hereunder as to record sales to which such royalty payments are applicable.

(h) In the event the recordings in which Composer participates, are coupled on a record with other recordings, the royalty hereunder shall be based upon that portion of the price which the number of recordings in which Composer so participated which are embodied on such record bears to the aggregate number of all recordings embodied on such record.

(i) If any selection is recorded by Composer jointly with another artist or musician to whom the record company is obligated to pay a royalty in respect thereof, the royalties payable to Composer applicable to records produced therefrom shall be reduced proportionately, and only the proportionate share of the applicable costs shall be charged against Composer's royalties.

(j) Statements as to royalties payable hereunder shall be sent by the record company to Composer within one hundred twenty (120) days after June 30 and December 31 of each year, the Publisher, will prepare and furnish semi-annual statements to Composer, accompanied by any payments due. The Publisher shall have the right to retain a reserve against returns. Composer shall notify the Publisher in writing of any specific objections to any statement one (1) year after the mailing of that statement. Any objection or dispute of any statement is barred unless such objection is received within the one year period. Composer at Composer's expense, may have a CPA examine the Producer's or the publisher's books as they concern the accuracy of the statements, once a year, upon thirty days written notice, at Producer's or publisher's regular place of business, and such books may only be examined once.

(k) The record company shall have the right to recoup all recording costs (including, without limitation, union scale fees or other fees for musicians, copyists, arrangers, vocalist, studio and editing, pension and welfare payments, instrument hire and cartage and payroll taxes incurred in the making of the recordings, from the royalties payable to Composer hereunder on a proportionate basis.

(l) Notwithstanding anything to the contrary herein contained, Composer shall in no event be entitled to receive, nor shall Composer receive more than one-half (1/2) of the royalty which shall be paid to Producer or its successors or assigns by the record company which shall acquire the soundtrack album rights.