

COMPOSER AGREEMENT

AGREEMENT BETWEEN _____ (“Producer”) AND
_____ (“Composer”) RE: THE MUSIC UNDERSCORE FOR THE
MOTION PICTURE _____ (“Film”)

1. SERVICES: Composer shall compose, record, produce and deliver approximately _____ minutes of Original Music Score for the Film (the "Score"), subject to the creative decisions of the Producer and Composer during the scoring process.

Composer shall also attend the Film's mix, as required by Producer. Composer's services shall be rendered on a non-exclusive basis, provided that the Producer and Composer agree that the Composer's services for third parties will not materially interfere with the Composer's services for Producer. It is the intent hereof that the Composer will begin composing the Score as soon as the locked and final video version is delivered to him, and that the completed Score for the Film will be delivered, in the format specified by Producer, within _____ days of obtaining the locked and final video version.

2. PACKAGE FEE: \$ _____. The Package Fee shall include all costs for writing, recording and delivering the Score, including all costs for the electronic score. However, the following costs are in addition to, and excluded from, the Package Fee:

- a. Third-party live musicians specifically requested by Producer in writing and costs related thereto, including, but not limited to new use, re-use and residuals, if any;
- b. Mag stock and transfers;
- c. Licensing and clearance of music not composed by Composer;
- d. Actual rescoring and re-recording costs (i.e., re-recording required for creative reasons outside the control of Composer and after delivery and acceptance of the Score by the Producer);
- e. Music editor and music editing costs; and
- f. Vocalists and lyricists

3. PAYMENT SCHEDULE: 50% due immediately upon execution of this contract; 50% due upon Composer's delivery, and Producers approval, of the finished Score on or about _____. Time is of the essence to the delivery of the Score.

4. SCREEN CREDIT: If the Composer's Score is used, the Composer shall receive screen credit in the main titles of the Film, to read: Original Score by _____.

5. SOUNDTRACK ALBUM: In the event that any of the Composer's Score is included on a Soundtrack Album from the Film, the Composer and Producer shall negotiate in good faith for any artist and/or producer royalties to be paid to Composer from said Soundtrack Album.

If fifty percent (50%) or more of the Score is on a Soundtrack Album from the Film, Composer shall receive credit on the front cover, to read: Music by _____, Produced by _____.

6. PAID ADVERTISING: Composer to receive credit in any advertising that includes the so-called 'billing block'.

Composer understands that there will be no injunctive relief if there is any error in the accorded credit, and that Producer has the final decision as to all other credit matters. However, Producer shall employ best efforts to remedy such an error on a prospective basis.

7. OWNERSHIP OF SCORE: Composer hereby acknowledges and agrees that the Score and all other results and proceeds of Composer's services (collectively, "Work") hereunder have been specially ordered or commissioned by Producer for use as part of the Picture, that the Score shall constitute a "work-made-for-hire" as defined in the United States Copyright Act of 1976, that Producer shall be the author of said work-made-for-hire and the owner of all rights in and to the Work, in accordance with the terms and conditions herein contained, including, without limitation, the copyrights therein and thereto, throughout the universe in perpetuity.

8. RIGHTS OF PRODUCER: Producer to have the perpetual, irrevocable right to use the Score in connection with any and all exploitation of the Film in all media, including advertising and promotion of the Film.

9. MUSIC PUBLISHING ROYALTIES:

- a. Composer shall be entitled to collect the "writer's share" of public performance royalties (as that term is commonly used in the music industry) directly from a public performance society that makes a separate distribution of said royalties to composers and publishers. In order to effectuate this, Producer shall prepare a music cue sheet (with a copy to Composer) and Composer's name shall be listed on the music cue sheet for the program as "composer".
- b. In addition, on a semi-annual basis, Producer, or its music publishing designee, shall pay to Composer the following songwriter royalties:
 - i. Ten cents (\$0.10) per copy for each piano copy of the Score;
 - ii. Twelve and one-half percent (12 1/2%) of the wholesale selling price for each printed copy of the Score printed, published and sold in the United States & Canada by Producer or its licensees;
 - iii. Fifty percent (50%) of all net sums received from exploitation in the United States & Canada by Producer or its licensees;
 - iv. Fifty percent (50%) of all net sums received from exploitation outside the United States & Canada by Producer or its licensees; and

- v. In the event that Producer receives a distribution of public performance income that includes both the writer's and publisher's share, 50% of all net sums received.

2. PERFORMING RIGHTS SOCIETY: Composer hereby acknowledges that he is a member of _____.

3. NOTICES AND PAYMENTS: All Composer's monies and correspondence to be directed to:

4. WARRANTIES AND REPRESENTATIONS: Composer hereby makes customary representations and warranties as to the originality of the Score, that the Score violates no rights of any third party, that there will be no liens or encumbrances on the Score, and that the Producer will be free to use the Score in the Film and the exploitation thereof.

If the above is correct, please sign below. Once fully signed, this will constitute our agreement.

APPROVED AND ACCEPTED:

Composer Dated: _____

Producer Dated: _____