

## COMPOSER LICENSING AGREEMENT

AGREEMENT between ~ (“Producer”) and ~ (“Artist”) re: the music underscore for the motion picture tentatively entitled “~” (“Film”)

1. SERVICES: Artist shall compose, record, produce and deliver approximately ~ minutes of Original Music Score (including the master recordings thereof, hereafter “Masters”) for the Film (the “Score”), subject to the creative decisions of the Producer and Artist during the scoring process.

Artist shall also attend the Film's mix, as required by Producer. Artist's services shall be rendered on a non-exclusive basis, provided that the Producer and Artist agree that the Artist's services for third parties will not materially interfere with the Artist's services for Producer. It is the intent hereof that the Artist 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 Artist;
  - d. Actual rescoring and re-recording costs (i.e., re-recording required for creative reasons outside the control of Artist 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 Artist'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 Artist's Score is used, the Artist shall receive single card screen credit in the main titles of the Film, to read: Original Score by ~.
5. SOUNDTRACK ALBUM: In the event that any of the Artist's Score is included on a Soundtrack Album from the Film, the Artist and Producer shall negotiate in good faith for any Artist and/or Producer royalties to be paid to Artist from said Soundtrack Album.

Further, Producer agrees to pay Artist's publishing company mechanical license fees for the use of the Score on all copies of the Soundtrack Album which are sold. If fifty

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

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

Artist 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: Artist's publishing company, ~, shall retain 100% of the copyright in and to the Score and Masters and all income in connection with the Score and Masters.

8. RIGHTS OF PRODUCER: Producer to have the perpetual, irrevocable license to use the Score in connection with any and all exploitation of the Film in all media, including advertising and promotion of the Film. All rights in this agreement are assignable by Producer to a distributor, however Producer shall remain primarily liable for any obligations under this agreement.

9. PERFORMING RIGHTS SOCIETY: Artist hereby acknowledges that he is a member of ~.

10. MUSIC CUE SHEET: Within thirty (30) days of release of the Film, Producer shall provide Artist with a copy of the final music cue sheet for the film.

11. NOTICES AND PAYMENTS: All Artist's monies and correspondence to be directed to:

With a courtesy copy to:

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12. WARRANTIES AND REPRESENTATIONS: Artist 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, including home-video exploitation.

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

APPROVED AND ACCEPTED:

\_\_\_\_\_ Dated: \_\_\_\_\_  
~ (Artist)

\_\_\_\_\_ ~ (Producer)

Dated: \_\_\_\_\_