

PRODUCER / MUSICAL COMPOSER CONTRACT

THIS AGREEMENT ( "Agreement" ) is made as of \_\_\_\_\_, 20\_\_\_\_\_ by and between \_\_\_\_\_ ( "Producer" ) and \_\_\_\_\_ ( "Artist" ) . In consideration of the mutual promises herein contained, the parties agree as follows:

1. Employment. Producer hereby employs Artist, and Artist hereby accepts such employment, upon the terms and conditions contained herein and the Standard Terms and Conditions attached hereto and by this reference made a part hereof, to render services as and when requested by Producer as musical director, conductor, arranger and composer in connection with the proposed \_\_\_\_\_ ( the "Program" ) . The services to be rendered by Artist hereunder shall be those customarily rendered by persons rendering similar services in a similar capacity in the television industry. Without limitation, as requested by Producer, Artist may be required to compose original music suitable in duration and content for the use as the title, background, theme, bridge and cue music for the Program, consisting of a one minute open, one 10 second and two 5 second bumpers, and a 40 second close arrange, rearrange, orchestrate, copy and score music written by Artist hereunder and/or music written by others and submitted by Producer to Artist for use in the Program; furnish arrangements, orchestrations and other materials as Producer may require (all of the foregoing hereinafter collectively the "Material" ) suitable for use on the Program; rehearse, perform, record, re-record, mix, produce and deliver to Producer high quality first class master recordings of the Material on DAT in accordance with Producer's specifications and synchronize such recordings of the Material in timed-relation with such portions of the Program as Producer may designate.

2. Term. Artist shall render his services hereunder commencing on or about the date of this agreement as designated by Producer and shall deliver to Producer a complete score of the Material, fully arranged and orchestrated, and master recordings of the Material in a timely fashion so as to meet Producer's production schedule. Artist's services hereunder shall continue until the completion thereof as required by Producer and delivery of all Material and master recordings hereunder in conformance with the requirements of Paragraph 1 hereof. The services to be performed by Artist hereunder shall be performed at such times as Producer may from time to time designate and shall be performed in or around the city of \_\_\_\_\_ in the state of \_\_\_\_\_. During the Term, Artist's services shall be non-exclusive to Producer, but on a first call, first priority basis as and when required by Producer, and such services shall take precedence over any other activities in which Artist may engage.

3. Compensation. As full and complete consideration for all services to Artist hereunder in connection with the Program, and the results and proceeds thereof, and all rights and material herein purchased, granted and agreed to be granted, and upon the condition that Artist shall fully and faithfully complete all services and deliver all Material and master recordings as required hereunder, Producer agrees to pay Artist, and Artist agrees to accept, the following compensation:

(a) The sum of \_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ ) payable as follows: \_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ ), upon commencement of service, receipt of which is hereby acknowledged by Artist, and the balance of \_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ ) on delivery of master tape (s).

Except as herein expressly provided, no other sums shall be paid to Artist, and the sum specified above shall be a complete buyout for all uses of the Material and master recordings delivered by Artist to Producer throughout the universe in all media in perpetuity. Without limiting the generally of the foregoing, Producer shall not be required to make any payment for any use or reuse of the Material, the master recordings delivered by Artist or the Program in any form of television, theatrical release, foreign use, supplemental markets or otherwise.

4. No Obligation to Use. Nothing herein contained shall be deemed to impose any obligation on Producer to use or authorize the use of the music, Material or other results and proceeds of Artist's services

hereunder and Producer shall have fully discharged its obligations to Artist hereunder by payment to Artist of the amounts in paragraph 3 above.

5. Credit. Provided Artist is not in default hereunder and Artist completes all services and delivers all Material and master recordings required hereunder and the game is included in the Program, Producer shall accord screen credit to Artist with respect to the Program. All other matters related to such credit shall be determined by Producer in its sole discretion. No casual or inadvertent failure by Producer and no failure by any third party to accord credit to Artist as required by this paragraph shall be deemed a breach by Producer.

6. Ownership of Production. Producer shall be the absolute and unqualified owner throughout the world, in perpetuity, of, and Artist hereby grants to Producer all rights of every kind whatsoever in and to, the Program, all rights therein and all properties thereof, all Material furnished by Artist and all results and proceeds of Artist's services hereunder, it being understood that Artist will perform services hereunder entirely as Producer's employee and that Artist shall have no right, title or interest of any kind or nature in or to any such Material, results and proceeds or Program. Without limiting the generality of the foregoing, Artist hereby acknowledges and agrees that Producer shall have the absolute, unqualified and perpetual right throughout the world to use and reuse the Program, all Material and master recordings pertaining thereto, and all rights therein and all properties thereof, in any and all media, whether known or hereafter discovered or discovered or devised, and for any and all purposes, including, without limitation, the right to rerun the Program or portions thereof on television an unlimited number of times anywhere in the world (whether or not by means of pay or free television or by means of tape, video cassettes, electronic video recordings or other component devices or any other process, device or method now in existence or hereafter devised which is similar thereto) and to exhibit the same theatrically an unlimited number of times anywhere in the world. Producer shall be entitled to change, alter, revise, add to or subtract from, any Material and/or master recordings created by Artist and/or any other results and proceeds of the services rendered hereunder in Producer's sole discretion, and to combine the same with other material created or furnished by others.

7. Third Party Services. Artist will be solely responsible for the cost of all facilities, instruments and equipment used in creating the Material and master recordings hereunder and for payment of compensation and all other employer obligations to any musicians, performers or others engaged by Artist to render services in connection with the Material and/or the master recordings. Artist shall advise Producer in writing of the names and addresses of all such persons before Artist commits to engage their services. Producer shall own the results and proceeds of the services of all such persons as Producer may require to evidence or effectuate Producer's rights. Artist shall indemnify and hold Producer harmless from and against any and all claims, liabilities, damages, costs and expenses of every kind or nature (including attorneys' fees) arising out of any claim against Producer by any such persons.

8. Assignment. Producer may transfer and assign this Agreement or all or any of its rights hereunder, or delegate all or any of its obligations hereunder, to any person, firm or corporation. In the event of such assignment or delegation, Producer shall be released and discharged from all of its obligations hereunder and Artist shall look solely to such assignee or delegate, as the case may be, for performance thereof. Artist shall not assign this Agreement or his rights hereunder, or delegate his obligations, in whole or in part, except with Producer's prior written approval. Any such purported assignment or delegation shall be deemed null and void. This Agreement shall be binding upon the parties hereto and shall inure to the benefit of the parties' permitted successors, licensees and assigns.

9. Notices. Any notice pertaining hereto shall be in writing. Any such notice and payment due hereunder to Artist shall be served by delivering said notice or payment personally or by sending it by mail, cable or telex (postage or applicable fee prepaid), addressed as follows: \_\_\_\_\_  
\_\_\_\_\_. Any notice to Producer hereunder shall be served by mail (postage prepaid), addressed as follows: \_\_\_\_\_  
\_\_\_\_\_. with copies of such notices concurrently sent to: \_\_\_\_\_  
\_\_\_\_\_.

10. Reference. The terms and conditions under which Artist is employed hereunder are those set forth in this Music Composer/Producer Agreement, in the Standard Terms and Conditions, and in the Loan-Out Agreement attached hereto (collectively this "Agreement"). Any word or phrase used in this Composer Producer Agreement which is defined in the Standard Terms and Conditions attached hereto, or vice versa, shall be deemed to be used and defined in accordance with the definition set forth in the Standard Terms and Conditions or this Agreement, as applicable. In the event of any express inconsistency between the terms of this Composer Producers Agreement and the Standard Terms and Conditions attached hereto, the terms hereof shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

PRODUCER: \_\_\_\_\_

ARTIST: \_\_\_\_\_

### **STANDARD TERMS AND CONDITIONS**

A. SERVICES UNIQUE. The services to be rendered by Artist hereunder and the materials which are to be furnished by Artist hereunder are of a special, unique, extraordinary and intellectual character which gives them a peculiar value, for the loss of which Producer cannot be reasonably or adequately compensated in damages and a breach by Artist of the provisions of this Agreement will cause Producer irreparable injury and damage. Artist, therefore, expressly agrees that Producer shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement, or any part thereof, and to otherwise enforce Producer's rights hereunder.

B. FORCE MAJEURE. If, at any time during the term hereof, those of Producer's production activities in connection with which Artist is rendering his services hereunder are materially hampered, interrupted or prevented due to an act of God, war, riot, civil commotion, fire, casualty, strike, labor trouble, act of any federal, state or local instrumentality, death, disability or default of any principal member of the cast, the Director, the Producer or the Executive Producer, network cancellation of the Program or for any reason similar or dissimilar beyond Producer's reasonable control, Producer shall be entitled to suspend Artist's services and Producer's obligations hereunder while such contingency continues, or if such suspension continues for a period of four (4) weeks, to terminate Artist's services and all of Producer's obligations upon the occurrence of any such contingency or at any time during any such suspension. If Artist's services and Producer's obligations hereunder have not been terminated, Artist's services and Producer's obligations hereunder shall resume on a date selected by Producer after the termination of any such contingency, and Producer shall be entitled either to reduce its obligation to Artist hereunder by the period of time of such suspension, or, if Producer desires, to extend the term hereof by a period equal to the period of such suspension. During any period of suspension for force majeure Artist may render services for any other person or on Artist's own behalf, subject to the provisions of this Agreement and subject to Producer's right to require Artist to immediately resume rendering services hereunder at any time. Producer may at its election terminate any suspension for force majeure prior to the termination of the event causing said suspension.

C. FAILURE, REFUSAL OR NEGLECT. Artist's failure, refusal or neglect for any reason whatsoever, including, without limitation, sickness, disability, accident or default, to render his services hereunder as required by Producer, shall give Producer the right to suspend Artist's services and Producer's obligations hereunder while any such failure, refusal or neglect shall continue or to terminate Artist's services and all of Producer's obligations hereunder upon the occurrence of any such failure, refusal or neglect or at any time during any such suspension. If Producer elects to suspend Artist's services and Producer's obligations hereunder, Producer shall be entitled to substitute another person in Artist's place to perform Artist's services during the period of suspension. No compensation shall accrue or become payable during any period of suspension. If Producer shall elect to make payment of any compensation or other

sums hereunder during any period of suspension, such payment shall not be deemed a waiver by Producer of any of its rights under the Agreement, and Producer may apply such payment against any compensation accruing or becoming due pursuant to the Agreement. During any period of suspension for disability or default, Artist shall not render services for any other person or on Artist's own behalf. If Producer has not exercised its right to terminate Artist's services and all of Producer's obligations hereunder, Artist's services and Producer's obligations hereunder shall resume on a date selected by Producer after the date Artist advises Producer in writing that he is ready, willing and able to resume performance of his services hereunder, and Producer shall be entitled either to reduce its obligation to Artist hereunder by the period of time of such suspension, or, if Producer desires, to extend the term hereof by a period equal to the period of such suspension.

D. ASSIGNMENT. Producer shall be entitled to assign or otherwise transfer this Agreement in whole or in part or any or all of Producer's rights hereunder, and shall be entitled to delegate any or all of its obligations hereunder. Any breach by any assignee or licensee of any of the terms of this Agreement shall not constitute a breach by Producer of this Agreement, nor shall Artist have the right to terminate this Agreement with respect to Producer nor hold Producer liable for any such breach by said assignee or licensee. Artist agrees that this Agreement is personal to him and that neither this Agreement nor any of Artist's rights hereunder may be assigned or otherwise transferred by Artist and that none of Artist's obligations hereunder may be delegated by Artist. Any such purported or attempted assignment or delegation shall be absolutely null and void.

E. INDEMNIFICATION. Artist will at all times defend, indemnify and hold harmless Producer, the network, the distributor and stations over which the Program in connection with which Artist renders his services hereunder is broadcast, the sponsor or sponsors, its or their advertising agencies, and the officers, agents, employees and licensees of any of them from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of

- (i) any breach by Artist of any warranty or agreement made by Artist herein,
- (ii) the use or dissemination of any materials furnished by Artist hereunder, or
- (iii) any acts done by Artist in connection with Artist's services hereunder.

F. WARRANTIES AND REPRESENTATION. Artist warrants and represents as follows:

(1) Artist has the right to enter into this Agreement and to grant the rights herein granted. Artist has neither made nor will make any contractual or other commitment or commitments which would interfere with his full performance of this Agreement.

(2) Neither the making of this Agreement nor the performance hereof will subject Producer to any claim against Producer for fees or commissions or other compensation by any of Artist's agents or personal representatives or any other person, firm or corporation.

(3) All materials created, written, developed, submitted or suggested by Artist hereunder will be wholly original with Artist and will not infringe upon or violate any right of any kind or nature whatsoever of any person, firm, corporation or association.

(4) Artist shall not at any time authorize or willingly permit any person, firm or corporation to infringe upon the rights granted to Producer hereunder, and Artist authorizes Producer, in Artist's name or otherwise, to institute any proper legal proceedings to prevent any such infringement.

(5) Should this Agreement be terminated or canceled by lapse of time or mutual consent of the parties or operation of law or for any other reason whatsoever, all rights acquired by Producer and all warranties and representations made by Artist herein shall continue in full force and effect.

G. FEDERAL COMMUNICATIONS ACT. Reference is made to Sections 317 and 507 of the Federal Communications Act making it a criminal offense for any person connected with the production or preparation of any program intended for broadcasting to accept or pay any money, service or other valuable consideration for the inclusion of any-matter as a part of any such program without disclosing the same to the employer of the person to whom such payment is made or to the person for whom such program is being produced. Artist understands that it is Producer's policy not to permit any employee of Producer to accept or pay any such consideration and Artist represents and agrees that he has not accepted and will not accept and has not paid and will not pay, any money, service or other valuable consideration for the inclusion of any "plug", reference or product identification or any other matter in any episode in connection with which services of Artist are rendered hereunder.

H. NOTICES. Service of all notices under this Agreement shall be sufficient only if given personally in writing or mailed or telegraphed to Producer or to Artist, as the case may be, at the respective addresses of the parties as set forth in this Agreement. Either party may change such party's address for notice purposes by giving ten (10) days' prior written notice by registered or certified mail to the other. Any mailed notice shall be deemed to have been given on the day following the day it is mailed and any telegraphed notice on the date of deposit with the telegraph office.

I. WITHHOLDING AND PRICE-WAGE CONTROLS. Producer may deduct and withhold from any compensation payable to Artist hereunder any amounts required to be deducted and withheld by Producer, as employer, under the provisions of any statute, regulation, ordinance, or order, and under any and all amendments thereto hereafter enacted, requiring the withholding or deducting of compensation. If the compensation provided by this Agreement shall exceed the amount permitted by any present or future law or governmental order or regulation, such stated compensation shall be reduced while such limitation is in effect to the amount which is so permitted, and the payment of such reduced sum shall be deemed to constitute the full performance by Producer of its obligation hereunder with respect to the compensation for such period.

J. CONDUCT. Artist agrees to conduct himself with due regard to social conventions and public morals and decency and not to commit any act or voluntarily become involved in any situation or occurrence which degrades him in society or brings him into public disrepute, contempt, scandal or ridicule or shocks, insults or offends the community or, in Producer's opinion, reflects unfavorably upon Producer, any of its affiliated companies, any current or proposed sponsor of the Program, or a sponsor's advertising agency, or any distributor or licensee of the Program, or any network or station over which the Program is intended to be broadcast. In the event Artist has at any time, whether during, prior to or after the term hereof done anything constituting a violation of this provision, Producer may forthwith terminate Artist's employment hereunder and shall be relieved of its obligations to Artist, including its credit obligations, if any (provided, however, that if the Program is exploited containing Artist's services, Artist shall be entitled to the compensation provided in the Agreement with respect to the Program); in any case without prejudice to any other rights or remedies which Producer may have under this Agreement.

K. INSURANCE. Producer shall have the right to secure, in Producer's own name or otherwise and at Producer's own expense, life, health, accident, cast or other insurance covering Artist, and Artist shall have no right, title or interest in or to any such insurance. Artist agrees to cooperate with Producer in obtaining such insurance, including the completion of applications and/or forms as are necessary and the taking of such physical examinations which may be required. If Artist shall fail or be unable to qualify for such insurance at customary rates, Producer shall have the right to terminate this Agreement, provided that such right of termination shall be exercised within ten (10) days following Producer's receipt of notification by insurer of such failure or inability.

L. PUBLICITY. Artist shall not at any time without Producer's prior written approval had and obtained in each case (whether before, during or after the term hereof) release or authorize any information, advertising or publicity, or make any public statements of any kind or nature, relating to the engagement hereunder, the Program, Producer or Producer's personnel or operations.

M. USE OF NAME, LIKENESS, ETC. Artist hereby grants to Producer the right to use and grant others the right to use Artist's name, likeness, biography, picture and portrait in connection with: (a) the advertising and publicizing of any services Artist performs hereunder, and the Program in connection with which Artist renders his services hereunder, any television station or network over which any such Program is telecast, any sponsor or sponsors of any such Program and the products and services of any such network, sponsor or sponsors, provided that such use shall only be in connection with the advertising and publicizing of the Program with respect to which Artist renders his services hereunder and shall not be in the nature of a direct endorsement of or testimonial for any such sponsor, product or network; and (b) Producer's institutional advertising and the publication or fictionalization of any story and screenplay or other literary material upon which the Program in connection with which Artist renders his services hereunder is based.

N. FURTHER DOCUMENTS. At Producer's request, Artist shall execute, verify, acknowledge and delivery any and all assignments, instruments or other documents which Producer may at any time deem necessary or advisable to evidence, establish, maintain, protect or defend Producer's rights in or to any rights granted to Producer hereunder. Artist irrevocably authorizes Producer as Artist's attorney-in-fact to execute, verify, acknowledge and deliver any and all of said assignments, instruments or documents should Artist fail to do so.

O. MISCELLANEOUS. Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law. Wherever there is any conflict between any provision of this Agreement and any applicable law, the latter shall prevail; provided, however, that the provision or provisions of this Agreement so affected shall be modified only to the extent necessary to permit compliance with said law and no other provisions of this Agreement shall be affected thereby, with said other provisions continuing in full force and effect. This Agreement expresses the entire understanding of the parties hereto and may not be modified or varied except by a writing executed by the Party to be charged. Both Artist and Producer acknowledge that neither is entering into this Agreement in reliance upon any term, condition or representation not stated herein, and this Agreement replaces any and all prior agreements, whether oral or written, pertaining to the subject matter hereof. This Agreement shall be governed by and construed under and in accordance with the laws of the State of \_\_\_\_\_ . Paragraph headings are inserted herein only for convenience and shall not be used to interpret any of the provisions hereof or given any legal or other effect whatever. Terms used in this Agreement in the masculine gender include feminine and neuter gender, if the context may require. No waiver by either party hereto of any breach of any of the terms, conditions or warranties contained in this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other term, condition or warranty. The exercise of any option granted to Producer hereunder shall not operate as a waiver of any default or breach on the part of Artist then existing. Each and all of the several rights, remedies and options of Producer under or contained in or by reason of this Agreement shall be construed as cumulative and no one of them as exclusive of the others or of any right or priority allowed by law. In the event of any breach by Producer of the credit provisions set forth herein or any other terms or conditions of this Agreement, the rights and remedies of Artist shall be limited to Artist's right, if any, to recover damages in an action at law, and Artist hereby acknowledges that Artist shall not be entitled to equitable relief, injunctive, specific performance or otherwise, any right to which relief is hereby expressly waived by Artist.

#### **ASSIGNMENT**

For value received, I hereby assign, grant and convey all right, title and interest, including but not limited to the copyright and all renewals and extensions thereof, and all claims and causes of action relating thereto, in and to that certain music and material, including background score and main and end title theme(s) written and/or arranged by me in connection with the proposed production of a currently entitled " \_\_\_\_\_ " ("Material") and any and all master recordings thereof to \_\_\_\_\_ ("Producer").

I hereby represent and warrant that I have heretofore made no transfer of any rights in the Material and master recordings and that I will execute any further instruments reasonably required by Producer to evidence and effectuate the purposes of this assignment.

This assignment shall inure to the benefit of Producer's successors and assigns.

DATED: As of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_