

Music Agreement

Agreement made this _____ the day of _____,
_____ by and between _____ with its place of business at:

_____, hereinafter referred to
as "film producer," and the following persons and / or entities, names
and addresses as follows:

hereinafter singly and/or collectively referred to as "music producer,"
do hereby set forth and intend to be legally bound by the following
conditions. These conditions extend also to their heirs and the signs
of both "film producer" and "music producer."

Witnesseth:

1. Engagement:

Film producer has engaged music producer to render services
as such in creating, arranging, writing and causing to be performed
music selections for use within the soundtrack of a motion picture and
for video production entitled _____,
which film producer has or will have produced. Music producer
understands and accepts that other entities may be hired by film
producer to contribute music to send soundtrack, in addition to what
music producer contributes.

2. Payment for soundtrack synchronization use:

Music producer agrees to a single payment of _____ for
use of the music in above mentioned motion picture. Music producer
gives film producer right to use music in all prints of the motion
picture in any and all formats and all markets world-wide and in any
and all re-edits and or altered versions of said motion picture and in
marketing and advertising.

3. Rights retained by film producer

The film producer will retain exclusive rights to said musical
composition wherein music producer cannot commission said musical
composition to other parties.

4. Titles and selections

The following titles and selections comprise the music covered
under this agreement:

5. Music producer's warranties:

Music producer hereby represents and warrants to the film
producer as to the date hereof and forever:

- A. That it has the full right, power and authority to enter into and
perform this agreement;
- B. That it has not executed, done or permitted in a document, act or
thing which would or might precluded from entering into and
performing this agreement and permitting the music to be used and
marketed by film producer as contemplated by this agreement;
- C. That there is not and will not be any contract, commitment or
other arrangement which is in conflict with this agreement or which
might in any way limit, restrict or impair film producer's rights
hereunder;
- D. That music producer has heretofore acquired exclusively all the
rights for performance, production and sale of the music, including
without limitation the rights to use the ideas, themes, lyrics,
arrangements and all other matters and things upon which the music
was based or which were for shall be used in its production or
recording;
- E. That all rights granted here into the film producer are or shall be
paid for and will be free and clear of liens and encumbrances of every
kind and character;
- F. That the performing rights in the music compositions shall be (1)
controlled by BMI or ASCAP toward a foreign affiliate or counterpart
of either thereof; (2) for in the public domain; (3) or controlled by
music producers to the extent required for the purposes of this
agreement;
- G. The film producer shall internal liability for residual or other
compensation for consideration for re-runs or subsequent runs of the
motion picture and / or video production on television or elsewhere

to music composers, music publishers, musicians or other parties in connection therewith;

H. That no part of the music and fringes or shall infringe the right of privacy of any person or constitute a libel were slander and no part of the music shall violate the trademark, trade name, copyright, artistic, dramatic, patent, personal, property or other rights of any third party.

6. Screen credits

The following credits shall be given on all prints of the motion picture and/or video production which contain the music herein discussed:

7. Alterations in score or credits

Music producer understands and agreed that it may become necessary, due to desires of the motion picture distributor or others to change or eliminate some or all pieces of the music which music producer has produced, in which case screen credits will change accordingly. Music producer grants to film producer the right to make any and all changes which may become necessary in this regard.

8. Alteration of agreement

This agreement may not be altered changed or modified, nor any provision here of the wave, except in writing signed by both parties hereto or modifications initiated on this contract.

9. Notices

All notices, statements, approvals, objections, etc., that either party may wish to serve or may be required to serve on the other hereunder shall be in writing and may be served by personal delivery or by U.S. first-class mail, postage prepaid addressed to the respective party at the address hereunder set forth. Either party may from time to time designating writing a different address for such service.

10. Construction

This agreement shall be construed and interpreted pursuant to the laws of the Commonwealth of Pennsylvania, United States of America.

11. Entire understanding

This agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or undertakings of any nature whatsoever, except as herein expressly set forth.

In witness whereof, the parties have executed this agreement on the day and the year first above written.

Attest for the film producer:

Attest for the music producer:
